

## BOOKING TERMS AND CONDITIONS

### **Formation of contract:**

A binding contract between the person who has signed the booking form (the visitor) and the property owner (the owner) shall be entered into on the owner issuing the holiday confirmation form to the visitor. The visitor is responsible for payment of the price of the holiday and the compliance of members of the party stated on the booking form with any of these conditions dealing with occupancy of the property.

Bookings cannot be accepted from visitors under 18 years of age at the time of the booking.

### **Payment:**

Bookings and reservations shall only be accepted by the owner upon payment of the appropriate deposit.

The balance must be paid by the date stated on the receipt for the deposit. Failure to pay the balance at this time will constitute cancellation by the visitor. It is the owner's normal practice to send at least one reminder before processing such cancellations and for this service we reserve the right to make an additional charge of £20 for each reminder sent.

If the visitor books the holiday less than 8 weeks from its commencement the full holiday charge shall be payable on sending the booking form to the owner.

Receipt and banking of any deposit shall not constitute acceptance of any booking.

All payments shall be made to the owner at the address stated at the top of the booking form.

The owner guarantees that after payment of the final balance of the holiday price there will be no increase in the price of the holiday.

### **Alteration or cancellation by the owner:**

In the unlikely event that the owner will make an alteration or cancellation of the holiday, the owner shall refund all monies paid and shall not be under any other liability.

### **Cancellation by the visitor:**

The visitor shall inform the owner in writing of any cancellation whenever and for whatever reason it occurs. The effective date of cancellation is when written notification is received by the owner. Terms of payment and cancellation rules as laid out on the web site apply.

THE BALANCE IS STILL DUE AT THE DATE SPECIFIED.

The owner may keep the booking deposit following cancellation.

### **Limitation of liabilities:**

The visitor shall be entitled to the protection afforded to him/her by the unfair contract terms act 1977 and accordingly nothing in these conditions shall apply to exclude or

restrict any liability which under subsection 2(1) or 7 of that act cannot in the relevant circumstances be excluded or restricted.

The visitor deals as a consumer and in no event shall the owner be liable for losses, costs or damages suffered or incurred by the visitor as a result of failure to perform or breach by the owner of its obligations under this agreement which are business losses including but not limited to economic loss or damage, loss of profits, interest, business revenue or savings and loss of contracts and whether such losses or damages arise in contract tort or statute and whether as a result of negligence or otherwise.

**Warranties:**

The visitor acknowledges that they are making this booking based solely on the information and terms contained on the web site.

**Booking conditions:**

Upon receipt of your booking confirmation, please check details are correct. Corrections may be made up to 28 days from receipt of confirmation. If you require us to amend your booking in any way, we reserve the right to charge an amendment fee of £20 per booking form.

**Information on the Web Site:**

The information on the web site is believed correct when published. While the owner makes all reasonable efforts to ensure accuracy of descriptions, the owner cannot accept responsibility for errors contained therein. The visitor must accept that minor differences between the illustrations and the actual properties may arise.

The property owner reserves the right to make modifications to the property specifications that are considered necessary in the light of operating requirements. In the interest of continued improvement, owners may alter or delete furniture, fittings, amenities or facilities advertised or previously available without prior notice.

If material changes occur after the visitor's booking is confirmed, the owner will advise the visitor.

**Number of people using the holiday accommodation:**

Occupancy must not exceed the maximum stated on the web site, being five. If the maximum number of persons is exceeded without prior agreement with the owner, the owner may refuse or revoke the booking. No refund will be made to the visitor.

**Damage to Property:**

The property owner reserves the right to refuse to hand over the property where in their reasonable opinion it is likely that damage will be caused to the property by the visitor or any member of his or her party. The owner may also repossess a property where damage has been (or in their reasonable opinion is likely to be) caused. In the event of a reasonable refusal to hand over property or repossession there will be no refund of money paid.

**Access:**

The property owner shall be allowed access to the property at any reasonable time during occupancy.

**Arrival and Departure:**

Normal time of occupation is after 3 p.m. on the arrival day. Any delay by the visitor must be notified to the owner. Failure to arrive by midday on the day after the arrival day and failure to notify the agency constitutes cancellation by the visitor. Departure must be by 10 a.m. on the departure day.

**Pets:**

Pets are only accepted with prior agreement with the owners. Pets are to be confined to downstairs only and must be kept off furniture at all times. If your pet needs to use the garden, then please ensure it is supervised at all times and any foulings are disposed of appropriately.

**Visitors' Responsibilities:**

The visitor shall keep the holiday accommodation and all furniture, fittings and effects in the accommodation in the same state of repair and condition as at the start of the holiday and shall leave the accommodation in the same state of cleanliness and general order in which it was found. The visitor is responsible for all damage or loss to the accommodation and contents during his occupation and must report such damage or loss to the owner and pay appropriate compensation to the owner before departure. A security deposit may be required at the start of the holiday.

**Complaints by Visitors:**

Any complaint must be directed to the owner who will make every attempt to rectify the situation. Where this is not possible the visitor must put his comments in writing and send to the agency within seven days of the end of the holiday.

**Death or Personal Injury:**

The property owner shall not be responsible for the death of or personal injury to the visitor or any member of his or her party (including pets) save insofar as this results from the proven negligence of themselves or their employees.

**Visitor's Personal Property:**

Visitors must accept full responsibility for their own personal property.

**Force Majeure:**

The property owners shall not be liable for any loss, breach or delay due to circumstances beyond its control including, but not limited to, act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection, civil unrest, requisition acts, restrictions, regulations, by-laws, strikes, prohibitions, embargoes, or industrial action. In such case the owner shall be entitled to treat the contract as discharged. In the event of such discharge, the agency's liability shall be limited to the refund of sums paid to the owner by the visitor less an administrative charge of £20.00.

**Law:**

All contractual obligations arising out of these conditions shall be subject to English law and the exclusive jurisdiction of the English courts.

**Headings:**

These clauses shall be read and considered without reference to their clause headings which are included for convenience only.