

# Highfield Cottage

## Booking Conditions

Please read this carefully. When you make a holiday reservation request with us (whether by email, telephone or post), these conditions are deemed to have been accepted by you

### 1. HOLIDAY CONFIRMATION AND PAYMENT

1. A binding contract shall exist between the Holidaymaker and the Property Owner subject to these booking conditions.
2. A holiday confirmation will be issued to the Holidaymaker upon receipt by the OWNER of a deposit in respect of 50% of the total rental. The balance of such rental charge shall be paid to the PROPERTY OWNER 6 weeks (42 days) prior to the commencement of the holiday. Short breaks of less than 7 nights are payable in full. Where the OWNER has not received the balance by the due date, an overdue reminder letter will be issued to the Holidaymaker and a charge of £10 will be added to the balance due. If the balance is still not received, the OWNER reserves the right to cancel the holiday booking and the deposit paid by the Holidaymaker will be forfeited and the Holidaymaker shall have no claim against the OWNER for compensation or reimbursement whatsoever.
3. Booking forms or telephone bookings received by the OWNER in respect of holidays due to commence within six weeks thereafter must be accompanied by payment of the rental charge for the holiday period in full.
4. The prices stated on the website are cash prices. Any charges raised against the OWNER by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to the OWNER within 7 days of the OWNER's request to do so. Holidaymakers from Overseas must make payment in pounds sterling.
5. The OWNER reserves the right to refuse any booking.
6. The OWNER reserves the right to correct any error in both advertised and confirmed prices.
7. Please note all prices are in GBP and non UK holiday makers are required to pay the conversion currency to GBP.

### 2. INVENTORY

1. The holidaymaker should check the inventory as soon as possible at the start of the holiday and report to the OWNER any discrepancies. Any breakage or loss of items should be replaced as far as possible with similar items. If, after the holiday is finished, the OWNER finds items on the inventory missing or broken the owner may charge the holidaymaker for the items concerned.

### 3. CHANGES BY THE HOLIDAYMAKER

1. A binding contract shall exist between the Holidaymaker and the Property Owner subject to these booking conditions.

### 4. CANCELLATION BY THE HOLIDAYMAKER

1. The Holidaymaker should notify the OWNER immediately and in writing of any intention to cancel the holiday booking. The cancellation only takes effect when the OWNER has received written confirmation from the Holidaymaker
2. If the OWNER is unable to relet the holiday accommodation for the period of the cancelled holiday, all monies paid by the Holidaymaker to the OWNER (including any fees for extras) shall be forfeited to the holiday maker.
3. If the holiday accommodation is relet, monies received by the OWNER for the relet holiday, less the deposit and any extras already paid by the Holidaymaker, may be refunded to the Holidaymaker within 2 weeks after the relet holiday has taken place
4. No refunds will be given on cancelled Short Break holidays, whether or not the holiday accommodation is relet.
5. Holiday cancellation insurance is not provided by the OWNER and is not included in the price of the holiday. All holidaymakers are recommended to take independent advice on appropriate holiday insurance.

### 5. CANCELLATION OR CHANGES BY THE OWNER

1. In the event of the OWNER being unable to arrange the holiday accommodation requested by the Holidaymaker, or if the Property booked by the Holidaymaker becomes unavailable for whatever reason, the OWNER will endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard in a similar location, failing which (or at the option of the Holidaymaker) all monies paid by the Holidaymaker will be refunded. The OWNER will then have no further liability to the Holidaymaker in that respect
2. The OWNER is not liable for the additional cost of any alternative accommodation which must be paid by the Holidaymaker
3. If the offer of alternative accommodation is not accepted by the Holidaymaker within 28 days, a refund of all monies paid will be given by the OWNER

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## 6. RESPONSIBILITIES OF THE HOLIDAYMAKER

During the period of the holiday, the Holidaymaker undertakes the following:

1. That the number of people occupying the Property will not exceed the number stated on the booking form. If it does the Property Owner/caretaker can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the accommodation before the end of the holiday. If this happens the Agent shall treat the holiday as being cancelled by the Holidaymaker and the Holidaymaker shall have no claim against the Agent for compensation or reimbursement whatsoever.
2. That the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party
3. To show due consideration for other parties. If the Holidaymaker abuses the Property or displays dangerous, offensive or rude behaviour to the Property Owner/caretaker or any third parties (e.g. neighbours), the Property Owner/ caretaker has the right to ask the Holidaymaker to leave the accommodation before the end of the holiday. If this happens the Agent shall treat the holiday as being cancelled by the Holidaymaker and the Holidaymaker shall have no claim against the Agent for compensation or reimbursement whatsoever.
4. To allow the Property Owner or his representatives access to the Property at any reasonable time during the period of the holiday;
5. To keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss
6. To report as soon as possible to the Property Owner any breakage or damage caused by the Holidaymaker during the holiday and to reimburse the Property Owner with the cost of replacement. The Property Owner reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;
7. To notify all other members of the Holidaymaker's party of these conditions;
8. To arrive after 3 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner
9. The Holidaymakers' vehicles and their contents and the Holidaymakers' personal belongings are left at the Property during (and after) the period of the holiday entirely at the risk of the Holidaymaker.
10. The Holidaymaker must not (without the express permission of the Property Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property

## 7. PETS

1. Sorry no pets are allowed in the holiday cottage or gardens.

## 8. SMOKING

1. Please note this is a non-smoking property.

## 9. LIABILITY

1. The OWNER shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is caused by the negligence or wilful default of the OWNER.
2. The OWNER gives no warranty and is not responsible for the accuracy or otherwise of any information or representations given verbally by its servants or agents.

## 10. COMMUNICATION AND INFORMATION

1. For the purpose of the Data Protection Acts, all personal and other information and details collected by the OWNER in the course of its business, belongs to the OWNER and will not be disclosed.

## 11. COMPLAINTS

1. In the unlikely event the Holidaymaker may have cause for dissatisfaction, this must first be made known to the Property Owner (or caretaker for the Property) as soon as possible.

## 12. FORCE MAJEURE

1. No liability can be accepted and no compensation will be paid by the Property Owner, where the Holidaymaker or his personal property suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Property Owner are prevented or affected, by 'force majeure'. In this contract 'force majeure' means any event which the Property Owner could not have foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire; adverse weather conditions closure of international borders disease none availability of transport services interruption to services/utilities and all similar events outside the control of the Property Owner.

## 13. CONTRACT

1. All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts