

## WIDMOUTH FARM COTTAGES - BOOKING TERMS AND CONDITIONS

### 1. THE CONTRACT

1.1 The contract entered into is between Widmouth Farm Cottages (the Owner) and the person making the booking (the Hirer).

1.2 The contract is not effective until the required payment has been received and confirmation sent from the Owner to the Hirer.

### 2. BOOKING

2.1 Bookings cannot be accepted from:

a. Persons under the age of 18 years

b. Parties where the majority of members are under 18 years (except families or supervised groups)

2.2 The number of persons occupying a property must not exceed the maximum stated in the current property description.

2.3 The person who makes the booking (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions.

2.4 The Owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

### 3. RESERVATION

3.1 Provisional reservations can be accepted by telephone and must be confirmed within 7 days by the receipt of a booking form and the required deposit.

3.2 Provisional reservations will be cancelled after 7 days without further reference.

3.3 To secure a reservation:

a. Complete all parts of the booking form

b. Send the completed form together with 1/4 of the total cost of the holiday to the owner.

c. Pay the balance of the cost six weeks before the holiday is due to start (it should be noted that reminders are not sent out)

3.4 If the balance is not received within the time specified the Owner reserves the right to cancel the booking and retain the deposit.

3.5 Bookings made within six weeks of the start of the holiday require payment in full at the time of booking.

3.6 Payment for overseas bookings can be made by credit card.

### 4. CANCELLATION

4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.

4.2 Where the guest gives credit card details to the Owner in order to guarantee a booking or in order to make a payment of a deposit then it is agreed between the parties that in the event of cancellation the Owner may debit the Hirer's credit card with the full amount of the holiday less an allowance for any deposit already received.

4.3 In the event of cancellation by the Hirer the Owner will endeavour to re-let the property and if successful may refund any monies paid less a £50 administration fee.

### 5. CANCELLATION INSURANCE

5.1 The Owner strongly recommends the Hirer to take out appropriate Holiday Insurance.

5.2 The contract of insurance is made between the Hirer and the Insurer and any claim under the policy should be made direct to the Insurer in accordance with the policy terms and conditions.

5.3 In the event of cancellation for any cause not covered by the cancellation insurance, the Owner will endeavour to re-let the property and if successful may refund any or all monies paid less a £50 administration fee.

### 6. BOOKING ALTERATIONS

6.1 Any change by the Hirer in holiday dates will be subject to the agreement of the Owner.

6.2 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.

6.3 If for reasons beyond its control the Owner has to cancel or alter

arrangements made for the Hirer it will make every effort to offer an alternative property if one is available.

6.4 If the Hirer does not accept the alternative offered the Owner will return to the Hirer any monies paid, whereupon the Owner's liability will cease.

#### 7 DAMAGE, LOSS AND NUISANCE

7.1 The Hirer agrees:

a. That the supervision of children, babies, dogs and any adults requiring care remains the responsibility of the Hirer at all times.

b. To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied.

c. To pay for any damage or loss however caused, excluding reasonable wear and tear incurred during occupation.

d. Not to cause nuisance or annoyance to occupants of nearby property

e. To allow reasonable access to the property by the Owner or Caretaker if it is deemed necessary.

7.2 If in the opinion of the Owner any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the Owner as discharged and the Owner may repossess the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.

#### 8 OCCUPANCY

Occupancy shall be from 4pm on the day of arrival to 11am on the day of departure, unless special arrangements have been made (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this).

#### 9. DOGS

9.1 In order to ensure that the Owner continues to welcome dogs the Hirer must undertake the following

a. There must be no more than two dogs at the property at any time

b. All dogs must be kept under strict control at all times whilst on the property

c. Any fouling of lawns, paths etc must be cleared up without delay

d. The Hirer must bring the dogs bedding

e. Dogs must not be left in the property unattended without the Owners prior agreement.

f. Dogs are not allowed on beds, chairs or settees.

9.2 In the interest of visitors' safety and as a result of government legislation the Owner is unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Doga Argentino even where these types of dogs are muzzled as required by law.

#### 10. DESCRIPTIONS

10.1 Whilst the Owner makes every effort to ensure the accuracy of property descriptions, descriptions are inevitably subjective and are for guidance only. If there are any points of particular importance please contact the Owner to clarify information.

10.2 Whilst the Owner has taken all responsible steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements are accurate the Owner reserves the right to alter, substitute or withdraw any service, facilities or amenity.

#### 11. LIABILITY

11.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services, or exceptional weather.

11.2 No responsibility is accepted for loss or damage of property (including pets), vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

#### 12. COMPLAINTS

12.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner or caretaker immediately or as soon as reasonably possible and in any event before departure to allow remedial

action to be taken.

12.2 It is specifically agreed that failure by the Hirer to notify the Owner of any complaint in accordance with the timescale set out in clause 12.1 will entitle the Owner to refuse to entertain the complaint, irrespective of its merits.

13. WAIVER

The failure of the Owner to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right.

14. LEGAL PROVISIONS

14.1 The construction, validity and performance of this Agreement is governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts.

14.2 The Hirer agrees that the Contract with the Owner is made at the Owners premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.

14.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement