

Plum Tree Cottage Booking Terms and Conditions

Your reservation is a legally binding contract

The contract is between the Owner and the Hirer and is made at the point at which the Owner issues a Booking Confirmation. The person signing the booking form certifies that he/she is authorised to agree the booking conditions for all persons included in the party and will be held responsible for failure to adhere to the Terms and Conditions herein. The signatory must be a member of the party and must be over 21 years of age.

Booking Your Holiday

Provisional Bookings may be made by telephone or email and must be followed by a completed Booking Form with deposit or full payment (as appropriate) sent to arrive at the Owner's address within 7 days (or at the Owners discretion, 10 days if the booking is made from overseas). Bookings will only be accepted on the Booking Form. Bookings are not confirmed until the Owner issues a Booking Confirmation and posts it to the Hirer.

Deposit and Final Payment

A deposit of 50% of a proposed booking is required and until this deposit is received by the Owner any reservation is deemed provisional and may be varied or cancelled without prior notice. The balance is due 8 weeks before the first day of the planned holiday. No reminder will be issued and in the event that the balance payment does not reach the Owner by the due date, the Owner reserves the right to cancel and re-let the property. If the Hirer makes the booking less than 8 weeks before the start of the planned holiday, the full payment and security deposit must be made and until it is made no Booking Confirmation will be issued.

At the time of paying the full balance to the Owner, the Hirer must also pay an additional £200 Cleaning/Damage Bond. Provided the Hirer fully complies with the Terms and Conditions detailed herein, the Bond will be refunded by cheque within 7 days of departure.

Cleared payments may be made by cheque, money order, bank transfer or by cash in a registered envelope.

Cancellation by the Hirer

- Any cancellation by the Hirer must be advised as soon as possible and confirmed in writing.
- If advised over 8 weeks prior to the holiday, the Owner will refund the deposit less £60 administration/booking fee.
- If 8 weeks prior the first day of the holiday the balance of the rent is not received, the Owner will assume cancellation. **The Hirer is still liable for the balance of the rent.**
- If cancellation occurs within 8 weeks prior to the holiday, the Owner will use their best endeavours to re-book the holiday on the Hirer's behalf and will refund the amount paid less the administration/booking fee and any discount given to sell the holiday. Any such refund will not be forthcoming until after the end of the holiday date.
- **Rental charges do not include cancellation insurance.** Please make your own arrangements for holiday insurance.

Cancellation by the Owner

If the Owner has to cancel a booking at any time after confirming a booking (e.g. because of fire at the property) or should the property be unavailable on the day that the holiday starts for reasons outside the Owner's control then the Owner will contact the Hirer as soon as possible and offer the Hirer the choice of:

- A full refund of the amount paid by the Hirer to the Owner; or
- Alternative dates for their holiday.

The Hirer shall have no further claim against the Owner.

Hirer's responsibilities and obligations

The Hirer (here meaning all of the persons over the age of 21 listed on the booking form) agrees:

- To pay for any losses or damage to the property or contents (including the soiling of carpets and soft furnishings) however caused (reasonable wear and tear excluded).
- To take good care of the Property and its contents, and leave it in a clean and tidy condition on departure. Hirers will be held accountable for any extra cleaning (defined as time taken in excess of the normal turn-around) and would include: a) dirty dishes/dishwasher not emptied; b) cooker/hob/oven with burned on food; c) furniture, if moved, not put back into its original position; d) excessive quantities of rubbish requiring disposal.
- To take care of all linen and towels, and not to remove them from the house.
- To not smoke in the property. If smoking takes place in the garden, please dispose of cigarette butts/ash responsibly.
- To permit the Owner or caretaker reasonable access to the property.
- Not to part with possession of the property or share it except with the other members of the party listed on the Booking Form.
- Under no account can the prescribed number of persons per property be exceeded.

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Hirer's responsibilities and obligations (*Continued*)

We do try to assist to ensure that the property is suitable for your party, but the ultimate responsibility is yours. When booking, please ensure that you check any points of particular interest to your party, e.g. distance from facilities, locations, number of steps etc.

The Hirer should let the Owner know of any special requirements at the time of booking or if you have any medical problem or disability that may affect your holiday. The Owner will advise you on the suitability of the property for your party.

Duration and Times of Letting

Hand-over day for Plum Tree Cottage is Saturday. The accommodation is available from 3.30 p.m. on the first day of the letting and the Hirer must vacate by 10.30 a.m. on their departure day, unless otherwise agreed with the Owner/Caretaker. The times of arrival and departure should be arranged directly with the Owner/Caretaker.

Complaints

Any complaints should be immediately directed to the Owner/Caretaker. The Owner will not entertain a complaint once a property has been vacated. The Owner will endeavour to put matters right straight away, or failing that, the Hirer should complete the Complaints Form/Questionnaire, which is sent with the acknowledgement of the payment of the balance of the holiday price and the form should be returned to the Owner within 7 days of the end of the holiday. The Owner reserves the right to investigate and resolve any problems during tenancy without refund or compensation.

Pets

Plum Tree Cottage welcomes pets. They are charged at £20 per pet per week. Pets are only accepted under the strict understanding that:

- they are never left alone in the property;
- they are kept under control at all times;
- guests bring bedding and food bowls for their pets;
- they are not permitted in bedrooms or on furniture;
- all pets are up to date with flea and worming treatments;
- you accept total responsibility for your pet and its actions, e.g. cleaning up mess from the garden and environs and disposing of it properly etc. Failure to comply will lead to your liability for dealing with ensuing problems and cost and may forfeit your security deposit.

May we also remind you that this is "sheep country" and dogs must be kept well away from them. Although the garden is enclosed, we cannot guarantee that it is completely dog-proof.

Liability and Property Descriptions

Where any information in the brochure or on the website refers to matters beyond the accommodation property, e.g. local facilities, the Owners do not guarantee their continued existence or the accuracy of any of the details about them contained in the brochure or website.

The Owner cannot accept liability for any loss or damage to the Hirers' possessions or motor vehicle whilst at the property.

The Owner of the property cannot accept liability for any disruption of tenancy due to surrounding or neighbouring properties of any sort whatsoever. This is to include building works, impairment of views and noise.

The Owner does not accept liability or pay any compensation if the property becomes unavailable due to "force majeure". This describes any event which the Owner could not avoid. These events are to include storm or weather damage, criminal damage, break-in, explosion, fire, flood, which causes destruction or damage to the property making the property not satisfactory for letting. Also included are adverse weather conditions, riots, industrial action, civil strife, natural disasters, nuclear disasters, oil spills, war or threat of war, actual or threatened terrorist activity and all similar situations beyond the Owner's control.

The Brochure description is accurate at the time of going to press and is done in good faith.

Breach of Contract

If there shall be a breach of any of these conditions on the part of the Hirer or any member of the party the Owner reserves the right to re-enter the property and terminate the holiday letting without prejudice to the other rights and remedies of the Owner.

The validity, construction and performance of this contract shall be governed by English law and the Hirer hereby submits to the exclusive jurisdiction of the English Courts.