

Conditions of hire

1 Terms

All terms are per week (Friday to Friday) for the cottage as equipped and described. The usual time of take-over is 4pm (subject to unavoidable delays). You must leave your cottage by 10.00am. You are obliged to leave everything in a clean and tidy condition. For multiple bookings all items must be returned to their relevant cottages or additional changeover charges may be incurred. You are responsible for any damage or loss sustained during your stay. Prices include VAT (where applicable) and are at the rate applicable as 1 November last year and are subject to change if the rate or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your holiday will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking.

We reserve the right to make changes to and correct errors in both advertised and confirmed prices. In this case, we will contact you as soon as we become aware of the error. If the correct price is higher and you do not wish to pay this, you will be entitled to cancel and receive a full refund of all monies paid to us providing you notify us within 14 days of our advising you of the error. We promise we will not seek to correct any error in a confirmed price within 8 weeks of the start of your holiday or more than 7 days after you make your booking.

2 Booking confirmation

A binding contract between us will come into existence when we despatch by post the hire invoice and booking acceptance. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of England and Wales. In all cases these Conditions of hire form the basis of your contract.

3 Number in your party

It is a condition of your booking that the total number in your party shall not exceed the capacity of the cottage as advertised.

4 Booking monies

When you book you must pay the applicable Initial booking fee shown. The balance of the hire monies is due and payable by the date printed on your Hire invoice (6 weeks before your holiday start date). For booking made within 6 weeks of your holiday start date you pay the full monies when you make your booking. We reserve the right to pass on to you any bank charges and other costs we incur if payment is made in a foreign currency, or by any other method not normally accepted by us or if we have to re-present a cheque or process late payments. The prices shown are cash prices only. As and when you can pay by credit card we will make a charge of 1½ per cent in respect of each payment by credit card. There will be no charge for debit cards.

5 Changes by you

Once a booking has been confirmed by us to you, should you require us to amend it or to re-invoice you for any reason (including for example accidental loss of the original invoice) then a fee of £20.00 will be charged. Up to 6 weeks before the holiday start date you may change your cottage to another subject to availability and payment of the above fee and any then difference in price. You may transfer your booking to someone else/another party (introduced by you) at any time providing you pay the administration fee of £20.00 and any then outstanding balance.

Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

6 Cancellation by you

Telephone us **immediately** if you have to cancel your holiday. Then on the same day send us by first class mail your Hire invoice. Please tell us if you have already paid your Balance of hire monies. Your cancellation will be acknowledged by us in writing.

If you cancel, you are still liable for the payment of your Balance of hire money. We will endeavour to relet your holiday. If we are able to do so before you pay your Balance of hire money, you will only lose your booking deposit. If we are able to relet after you have paid your Balance of hire money, we will refund the whole or part of that money (so that you only lose your booking deposit) up to a maximum of the hire charges we receive on reletting.

7 Minors

We cannot accept bookings from anyone under 18 years of age.

8 Linen and towels

Bed linen and towels are provided (duvets + blankets and sheets). Towels for the swimming pool are **not** provided.

9 Availability

Your booking is accepted on the understanding that your confirmed cottage will be available for your use on the agreed date. Very occasionally 'force majeure' does not make this possible. Where 'force majeure' (as defined in clause 10) arises, we have the right to cancel your booking. In this event, we will endeavour to offer you an alternative cottage, if available. If we cannot do so or if you do not wish to accept the alternative we offer, we will refund all monies you have paid to us in full. Where any cancellation or change results from 'force majeure' as defined in clause 10, our liabilities are limited to offering you an alternative cottage (where applicable) or full refund as set out above. We regret we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.

We reserve the right to alter or withdraw amenities or facilities or the whole or any part of any programme of activities, which have either been advertised or previously available, without prior notice; where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

The opening and closing dates of facilities are shown for each cottage. Opening times for the swimming pool may be limited outside the main holiday season.

We have the right to refuse to hand over accommodation to any person(s) who, in our reasonable opinion is not suitable to take charge of it. In such cases, all hire charges paid will be refunded in full, the contract shall be terminated and we will not have any further liability.

If in our reasonable opinion any person(s) is not suitable to continue the holiday because of unreasonable behaviour, damage to cottage or danger or significant annoyance to others, the contract may be terminated, in which case we will not have any further liability. In this event, you will remain liable to pay the hire price and not refund shall be due.

Damage to the cottage

The hirer shall also be liable for any damage caused in the cottage during the period of hire. We have the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).

Group/party bookings

The organiser or leader of a group or party booking is responsible for completing the party details on the booking form. Should you arrive at your cottage with such a group without notifying us of the required details we have the right to refuse to hand over the accommodation to you. You will be asked to pay a security deposit two weeks in advance of the take-over.

Safety issues

It is the responsibility of the Organiser to: ensure that all party members are made aware of, and comply with any reasonable written or oral instructions or requests given by us or our staff which may contribute to the health, safety or welfare of party members or of anyone else; have a responsible Hirer, as soon as practicable following the arrival time inspect the accommodation and any part of the associated property which any party member will access in or immediately following the Booking period and familiarise themselves and the other party members with (a) means and routes of escape, (b) any actual and potential hazards and (c) such steps as are reasonably necessary to avoid illness, injury or damage which may arise from any such hazards.

Single-sex group bookings

We cater primarily for family holidays - and single-sex groups and/or younger parties may not be permitted. Where this is the case, you will be informed at the time of booking and the restriction will be confirmed to you on your Booking confirmation.

Delayed departure

If, without our agreement, the accommodation and the associated property have not been vacated by all party members by the departure time you will pay us 10 per cent of the daily equivalent of the accommodation price for each hour or part thereof between the departure time and the time at which they are so vacated.

Security deposit

All group bookings may be accepted on the condition that a security deposit is paid at the time of booking. We reserve the right to ask all parties to pay over a security deposit. Where a security deposit is payable, you will be informed at the time of booking and the deposit (and the amount payable) will be confirmed to you on your Booking confirmation. The deposit is only refundable after the cottages have been thoroughly checked; within 14 days of departure.

Wheelchair/disabled persons

Where access to or the layout/particular features of any cottage makes it unsuitable for visitors with mobility difficulties, we have made every effort to ensure that the brochure makes this clear. To ensure the accommodation booked is suitable for visitors with disability, it is essential that all booking applications from parties including people with special needs give us written details of those needs.

We also require confirmation as to whether or not the disabled visitor will be accompanied on their holiday by an individual able to attend to all their requirements.

10 Force majeure

We cannot accept responsibility or pay compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to 'force majeure'.

Circumstances amounting to 'force majeure' include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of the cottage (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or any similar event beyond our control. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control.

11 Assistance dogs

Registered assistance dogs will be accepted free of charge in Tern Cottage only, subject to availability and request at time of initial booking.

12 Your vehicles

Your vehicles and their accessories and contents are left entirely at your risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than, in the case of negligence by us or our staff.

13 Liability

Except where otherwise specified in these Conditions of hire we cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than the proven negligence of ourselves or our employees. This does not attempt to exclude negligence or breach of statutory duty.

14 Any shortcomings

You must notify any shortcoming with your cottage to us so that remedial action, if appropriate, can be taken. If a significant problem is not resolved to your satisfaction, please contact us, in writing, as soon as possible during your holiday.

For all complaints and claims which do not involve personal injury, illness or death, we regret that we cannot accept any liability if you fail to notify us of any complaint or claim during your holiday and write to us with full details within 28 days of the end of your holiday.

15 Personal holiday insurance

You are strongly recommended to take out your own Personal holiday insurance for your holiday. We can provide details of our own scheme on request.

16 Data Protection Policy

In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. The information may also be provided to security or credit checking companies, public authorities, such as customs/immigration if required by them or as required by law.

We will not however, pass any information onto any person not responsible for part of your accommodation. This applies to any sensitive information that you give us such as details of any disabilities or dietary/religious requirements (**In making this booking you consent to this information being passed on to the relevant persons**). You are entitled to a copy of your information held by us. If you would like to see this please contact us.

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, write to us. We may also provide your details to selected third parties for similar purposes. If you do not wish to receive such approaches in the future, please write to us.

17 Swimming Pool

All visitors must sign a form agreeing to abide by the rules for the use of the pool, there is also a £10.00 refundable key hire charge, payable in cash on arrival.

Use of the pool is entirely at own risk; no lifeguard; no lone swimmers; no unaccompanied children, no hoist.

18 Pets

No pets are permitted in any cottage or on the site in general.

19 Smoking

This is a non-smoking establishment.