

Booking Contract

General

These terms and conditions (the “**Booking Contract**”) are between and shall bind the property owner or manager (“**we**”, “**us**” and “**our**”) and the holidaymaker(s) who book our property (the “**Property**”) Each such booking is referred to in the Booking Contract as a “**Booking**”. References to “**you**” or “**your**” are references to the person making the booking and all members of the holiday party. Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

Making your Booking

Once we receive your booking and payment via our website this Booking Contract shall be effective. Payment for your stay through our website is taken via Stripe

Cancellation Policy

You may cancel a booking free of charge up to 24 hours after the booking has been confirmed provided your stay is at least 60 days away. If you need to cancel after this cooling -off period, we will make a full refund if you cancel up to 60 days before check-in. After that the booking is non-refundable.

If you cancel or amend your Booking

If you need to cancel or amend your Booking you must message us or email us as soon as possible. The cancellation policy described above applies to your Booking and we will refund any amounts due to you in accordance with the agreed Cancellation Policy.

If we cancel or amend your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation. If we cancel your Booking, we will refund you in full any amounts paid to us for your booking. However, we will not be liable to refund you for any amounts you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

The Property

You will have full uninterrupted use of the Property for the duration of your booking. If your stay is for more than 7 days we will require access by mutual agreement to clean and change bedding and towels. In the event of an emergency we will have full access to the property.

Events and Parties are not allowed

Smoking, vaping, e-cigarettes are not allowed

Commercial photography and filming are not allowed

Dogs - We do allow one well-behaved house-trained small/medium dog. Dogs are not allowed on soft furnishings or beds and must not be left alone in the property. If you want to bring more than one dog please message us before booking.

Quiet hours - Start time 22:30 End time 08:00

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. Check-in is from 3pm and check-out is before 10 am

If your arrival will be delayed by more than six hours, you must contact us. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise us of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you. Please see the Cancellation Policy above for further details.

Your obligations

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property while at the Property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract contains the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been

given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract

(unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.