

TERMS OF BUSINESS
MR AND MRS S SHELDON – ENDSLEIGH COTTAGE

By booking the cottage you are bound by the terms and conditions below:

Booking and payment

To make a provisional booking, please telephone or e-mail us to check availability. We will put the cottage on Provisional Hold for 7 working days pending receipt of your completed, signed booking form, together with the **DEPOSIT of 25% of the total rental cost**. Your booking will then be confirmed in writing. **The BALANCE of the booking fee will be due 6 weeks prior to your arrival date**. For bookings made less than 6 weeks before the start of the holiday the full rental is payable with the booking. We reserve the right to cancel the holiday where full payment has not been received 6 weeks before the Commencement Date and to retain the Deposit if re-letting is not possible.

Cancellation

In the event of the hirer cancelling a holiday not less than 6 weeks before the commencement date, the hirer will not be held liable to pay the full balance of hire, although the deposit will be forfeited. If the cancellation is notified less than 6 weeks prior to commencement date, the hirer will be liable to pay the FULL balance of hire, unless the holiday is re-let. All cancellations should be immediately notified in writing to the owner, Mr Sheldon, by first class post. **The hirer is advised to take out his own holiday cancellation insurance.**

Your responsibility regarding repairs/cleaning/health and safety

Damage and breakages are the legal responsibility of the hirer and must be paid for on demand. The cottage is cleaned thoroughly prior to our guests' arrival and we ask that you leave the cottage in a clean and tidy state so that it can be thoroughly clean for the next holidaymakers. If the property is left in an unacceptable condition and extra cleaning charges are incurred, we reserve the right to charge these to the hirer. Please read and follow the health and safety instructions held at the cottage.

Occupying the property

The cottage is available for occupation from 3 p.m. on the first day of your holiday and must be vacated by 10 a.m. on the last day in order to allow the cleaner unrestricted access. We will send you directions to the property and details regarding key collection on receipt of the balance of the rental. **You and the members of your party as named on the booking form only shall occupy the property for holiday purposes only. No one other than those on the booking form may sleep at the property. The cottage sleeps a maximum of 4 people – under no circumstances can this number be exceeded.**

Description

All reasonable efforts have been made to ensure that descriptions and information given to you in relation to the cottage are accurate. Please note that the property is in a semi-rural location and that there will be occasional farmyard noises/smells!

What is included in the cost

Bed linen is provided in the form of duvets, duvet covers, bottom sheets and pillowcases (waterproof mattress covers are available in the cottage for the single beds and it is the hirer's responsibility to use these where they deem it appropriate). Beds will be made up on arrival. Visitors staying more than one week will be supplied with fresh linen. Tea towels, 4 bath and 4 hand towels per week are provided.

All electricity and gas is included within the hire charge. One basket of wood and initial supply of coal will also be available free of charge on arrival. Thereafter, hirers will be expected to obtain their own fuel for the open fire.

Restrictions

No pets are allowed and the cottage is strictly a no-smoking premises.

Difficulties and maintenance

Instruction manuals for kitchen appliances and central heating are provided at the cottage, together with details of who to contact if

there are any problems. Please do notify the owners immediately if you cannot resolve any difficulty - It is very difficult to investigate a complaint once you have left the property. Mr & Mrs Sheldon undertake to repair or replace any faulty equipment with all due diligence, however, no claims will be entertained in respect of equipment which remains faulty for reasons beyond their control.

Unavailability of the property

The owner may cancel any booking already made if the property becomes unavailable for reasons beyond the owner's reasonable control. Examples of such reason (not exhaustive) may include flooding, fire, other significant damage to the property or failure of utility services to the property. If this happens we will refund to you any sums you have paid us or are due to pay us, but shall have no other liability to you.

Our liability to you

We will not be liable for any loss or damage suffered by you or any member of your party or to your or their property, except where such loss or damage is due to our negligence. If we are negligent, our liability to you will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury, resulting from our negligence, the total liability of us to you in respect of any breach of the Terms of Business or tort or other act or omission by us in connection with this contract shall be limited in the aggregate to the price agreed to be paid by you for the right to use the property for the period agreed.

Termination of your holiday

If you commit a serious breach of these Terms of Business the owner will have the right to terminate your booking and, if you are already at the property, the owner may require you to vacate it at once. A serious breach of these Terms of Business may include failure to comply with rules of the house or health and safety advice or circumstances where your behaviour, or that of your guests, is likely to have a significant adverse effect upon those staying or living nearby the property. If in the owner's reasonable judgement you or your guests' behaviour has made the possibility of your stay continuing untenable, you may be asked to leave immediately. No refund of the fees you have paid will be returnable to you unless the owner is able to find someone else at short notice to rent the property for the remaining period.

Changing dates

Once dates of a booking have been confirmed in writing to you, they can only be changed with the owner's agreement.

Miscellaneous

If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstance of or the validity or enforcement of this agreement. The agreements between you and us are subject to the English law and to the exclusive jurisdiction of the English courts. It is not intended that any third party should have the right to enforce any of these Terms of Business under the Contracts (Rights of Third Parties) Act 1999. It is intended that we may enforce the terms and conditions contained in the Terms of Business against you.