

## CHAPEL HOUSE COTTAGES BOOKING CONDITIONS FOR 2016

Reservations of The Upper Cottage whether made by telephone, in person, in writing or from the internet are accepted by the owners hereinafter referred to as S & A Penrose, on the following conditions.

### 1. CONTRACT OF HIRE

The hiring contract will be between you the Hirer and the Owner of the property for which the booking is made and shall be deemed to be made subject to these Conditions of Hire and governed by English Law. Booking Agents for the owners are not Principals. The Contract of Hire is not effective until the Booking Agents dispatch to the Hirer written confirmation of the booking. The contract is for the hire of the property for holiday purposes only. The Owners do not accept bookings from Hirers under 18 years of age.

Please note that if the booking is made via a Booking Agent, in addition to these conditions, the Hirer is required to accept any separate Booking Terms and Conditions required by the Agent. These terms are available via the Booking Agents web site.

### 2. INITIAL PAYMENT

Bookings will be confirmed upon receipt of the required deposit payment (if bookings are made through the Booking Agent then payments must be received by them and confirmed to the Owners). Booking deposits are a minimum of 10% of the total holiday cost, comprising cottage rental, booking fee and any additional charges (e.g. pets). The Deposit amount may vary if the booking is made via a Booking Agent whose separate terms and conditions will apply to the booking.

If the booking is made direct with the Owners they require that within eight weeks of the holiday commencement date, the full accommodation rental will be paid at the time of booking. Payments, including deposits and balances can be paid by Bank Transfer or cheque.

### 3. BALANCE PAYMENT

The Balance of the Hire will be due for payment 8 weeks before the holiday commencement date. On receipt of the Balance Payment, advice of key collection arrangements and directions to the property will be sent to the Hirer. The Owner reserves the right to cancel a holiday where full payment has not been received less than 8 weeks before the holiday commencement date. The deposit paid on the booking is non-returnable. The hirer is required to take out its own cancellation insurance.

### 4. METHOD OF PAYMENT

A Bank Transfer or a Cheque is required for the balance payment which should be made payable to Simon & Adele Penrose. Bank details are available upon request at the time of payment.

### 5. VALUE ADDED TAX

Where VAT applies to the property rental, it is included in the quoted price at the prevailing rate. All charges and VAT inclusive rentals include VAT at the prevailing rate and are subject to change if the rate changes.

### 6. CONFIRMATION OF BOOKING

Once the Owner or the Booking Agent has issued a Confirmation of Booking, the Hirer is responsible for the total published price of the property and extras as shown on the confirmation.

### 7. BOOKING CANCELLATION

Visitors are advised to make their own alternative arrangements to ensure booking cancellation cover.

If you are forced to cancel your holiday you must inform the owner immediately. In all cases of cancellation where the reason for cancellation is not covered by a Cancellation Protection Scheme, the deposit is forfeited or if cancelled less than 3 months in advance the deposit together with the balance payment. You will remain liable for full payment unless we are able to re-let all or part of the period booked, in which case we will consider a refund, less the Booking Fee (if applicable) and less a handling charge of £90.

### 8. BOOKING FEE

The Owners charge a booking fee of 10% of the total cost of the rental, payable at the time of your booking. If the booking is made via a Booking Agent then the Agents separate terms and conditions will apply.

## **10. PARTY NUMBERS**

In no circumstances may more than the maximum number of persons as stated in the website occupy a property. Owners reserve the right to refuse admittance if this condition is not observed. Only those listed on the booking may occupy the premises. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. The Owner reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

## **11. YOUR RESPONSIBILITIES**

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property details aim to give accurate descriptions of the property. Should there be any specific health or mobility difficulties which may affect a party member, this must be pointed out at the initial reservation stage so that the suitability of the property for the Hirers requirements can be assessed. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. At no time should a pet be left alone unsupervised at the property. The property must be vacated by 10.00am on the day of departure.

## **12. DAMAGE**

All damages and breakages are the legal responsibility of you, the Hirer, and should be notified to the Owner or key holder before the end of your holiday. The cost of damage or breakages shall be payable on demand. Normally, minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, the Owner reserves the right to charge you for any additional costs incurred as a consequence and may, at their discretion, refuse further bookings.

A security deposit of £50 per party member (refundable within 21 days of the holiday completion date) is obligatory up to a maximum value of £150 per property only. The payment must be made at the time of the Final Payment (see section 3 for details).

Should you find on arrival any damaged or non-working items, they must be reported to the Owner or key holder immediately, so that matters can be rectified. The Owner has the right to enter the property (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). Any Damages/Security Deposits charged by the Owner and administered by the Owner themselves will be cashed on receipt to allow for bank clearance and reimbursed promptly after the holiday (less any penalties which may be incurred). The Owner reserves the right to repossess the Holiday Home at any time, where you or any member of your party has caused damage. The Owner shall not be liable to make a refund of any remaining portion of the hire terms paid.

## **13. COMPLAINT PROCEDURE**

If you are dissatisfied with the service you receive, the Owner or key holder must be notified immediately, so that an investigation can be carried out and any necessary action taken. You should notify immediately with all relevant information so the Owners can assess the complaint and deal with it promptly.

## **14. LITERATURE**

The description of the cottage shows what amenities the property has, but generally does not state what is not in the property. Please be aware that the property is advertised as having an enclosed terrace, this does not necessarily mean a secure terrace. It is enclosed by a wall and open style balustrade. Further, the owners cannot accept liability for happenings outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions or the Hirers negligence resulting in loss, injury or accident.

## **15. LEGAL**

In the event of any dispute between parties it shall be governed by the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is located unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable endeavours will be used to resolve the dispute arising between you and the Owner without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination. In default of such agreement, the process and appointment of the independent professional will be determined by the President for the time being of the Law Society or the Chartered Institute of Arbitrators. In either case, all parties will contribute equally to the expense of such process, and, in default these expenses shall be capable of being recovered in any subsequent litigation.

## **16. AVAILABILITY**

The Hiring Contract is made on the understanding that the property and its facilities as published will be available for the dates stated. In the unlikely event that the property is not available through events arising outside the control of the Owner, then the Owner may be forced to cancel the booking. The Hirer will be advised as early as possible. Where possible, the Hirer may be offered suitable alternative accommodation, which, if not acceptable, will entitle the Hirer to a refund of all monies due. The Hirer will not as a result have any further claims against the Owner.

**These Booking Conditions supersede all previous issues**