

# Booking Conditions

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## 1. CONTRACT OF HIRE

The Contract of Hire is governed by English law and jurisdiction and is between Alan and Caroline Sheers (the Owners) of Brimstock Cottage (the Cottage) and yourselves (the Hirer) and is effective when the Owners of Brimstock Cottage provide written confirmation of receipt of the Booking Fee. The contract is for the hire of the property for holiday purposes only. The Owners do not accept bookings from Hirers less than 18 years of age.

## 2. BOOKING FEE

Bookings will be confirmed upon receipt by the Owners of the required booking fee of £100. However, if the booking is made within four weeks of the holiday commencement date, the full accommodation rental will be required. The booking fee is not returnable if the booking is later cancelled.

## 3. BALANCE PAYMENT

The Balance of the Hire Payment will be due four weeks (28 days) before the holiday commencement date. The Owners reserve the right to cancel a booking where full payment has not been received. The booking fee paid on such bookings is non-returnable.

## 4. PAYMENT

The Owners can accept payment by cheque, by BACS Transfer, by Paypal or credit and debit cards via Paypal. At this time the Owners do not have the facility for credit and debit cards over the phone.

## 5. VALUE ADDED TAX

Brimstock Cottage is not VAT registered.

## 6. CONFIRMATION OF BOOKING

After payment of the Booking Fee and confirmation by the Owners of the booking the Hirer is responsible for the total price of the rental of Brimstock Cottage and any extras as shown on the confirmation. Amendments to dates may or may not be possible and will be accommodated subject to availability although there may be additional fees payable depending on the change of date.

## 7. BOOKING CANCELLATION

If you are forced to cancel your holiday you must inform the Owners immediately. In all cases of cancellation, the booking fee is forfeited. If the cancellation is more than 6 months before the commencement date then the booking fee will be returned. If the Cancellation is less than 28 days

prior to the holiday commencement date then full payment is required, if the balance payment has already been paid it is forfeit. You are advised to take out appropriate insurance.

## **8. YOUNG CHILDREN**

The garden at Brimstock Cottage is terraced, steep in places with unprotected drops and although this is intrinsic to the charm and character of the property it is not safe for young unsupervised children.

## **9. PETS**

We welcome pets and well-behaved owners. We do not make an additional charge for pets. Do not leave your pets unattended in the cottage. The Hirer is responsible for removing any evidence left by your pet(s) and for any damage caused by your pet(s). Please use the throws provided to cover the sofas and window seats and please show consideration for guests visiting after you have gone home. Please ensure that poo is picked up from the garden before you leave. The garden is enclosed, but no responsibility can be accepted by the Owners for any injury or loss of your pet(s).

## **10. PARTY NUMBERS**

Brimstock Cottage is a two-bedroom cottage, with a sofa bed in the lounge. It is set up for 5-6 people maximum and the Owners reserve the right to refuse bookings for parties in excess of this number.

## **11. HIRER'S RESPONSIBILITIES**

Brimstock Cottage is a no-smoking property. The Hirer is responsible for leaving the property in the same state as when you arrived. The property and all the equipment and utensils must be left clean and tidy at the end of the hire period.

The Cottage depends upon the bins being emptied each week by South Lakeland Council and it is important that the bins are put out for collection on a Thursday night (for collection early on a Friday morning). A schedule is in the information folder.

## **12. DAMAGE**

All damages and breakages are the legal responsibility of the Hirer, and their cost shall be refundable on demand (however, minor damage or breakages will not normally be charged). In circumstances where extra cleaning is required or damage beyond what is reasonably to be expected, the Owners reserve the right to charge you for any additional costs incurred as a consequence, and may at their discretion refuse future bookings. The Owners reserve the right to repossess the Cottage at any time, where you or any member of your party has caused damage and shall not be liable to make a refund of any remaining portion of the payment.

### 13. USE OF ACCOMODATION

The use of accommodation is entirely at the hirer's risk, and no responsibility can be accepted for injury, or loss or damage to guests or visitor's belongings. However, the Owners do not seek to exclude or limit legal liability for their negligence. **The property will be available from 4pm on the changeover day and hirers will need to vacate the property by 10am on changeover day.**

### 14. CUSTOMER SERVICE

We want you to enjoy your stay at Brimstock Cottage so if there are any problems with any equipment in the property or you are dissatisfied with the service you received, you should contact us as soon as possible so any issues can be resolved effectively. We would also be pleased to received suggestions for improvements to the Cottage.

### 15. UNFORSEEN CIRCUMSTANCES

We take every care to ensure the accuracy of the property descriptions. All information is given in good faith. The Owners will not be liable to you, or any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, interruption to internet or phone services, damage resulting from exceptional weather conditions or other unforeseeable circumstance.

If we are aware of any circumstances that would potentially affect the facilities available in the Cottage, then we will inform you as soon as possible and offer to cancel the holiday or provide an alternative date (subject to availability).

### 16. LEGAL

In the event of any dispute between parties it shall be referred to the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is situated. Any contract between the parties shall be governed by English law and jurisdiction. Any disputes arising between you and the Owners, if not mutually resolved, shall be referred to a single arbitrator agreed, or in the default of such agreement, to the President for the time being of the Law Society or Institute of Arbitrators. In either case, such arbitration would be subject to the provisions of the Arbitration Act of 1996 or any statutory modification thereof for the time being in force. All parties will contribute equally to the cost of Arbitration.