

# OWL HOLIDAY COTTAGE

## Reservations/Bookings Terms & Conditions

(Conditions of Hiring & Cancellations Jan 2016)

Reservations/bookings of accommodation are accepted subject to these Conditions of Hire by *Maryanne Lafferty*, hereinafter referred to as ML.

### **1. Contract**

The Contract of Hire shall be between the Hirer and ML and subject to the Conditions of Hire.

### **2. Payment**

For a booking made more than 8 weeks before your holiday commences we require a deposit of one-third of the total rental at the time of booking. The balance\* is then due 8 weeks prior to the holiday starting date. Payments must be made in £/sterling by cheque, Debit/Credit Card, PayPal or bank transfer.

Bookings made within 8 weeks of your holiday date must be paid for in full at the time of booking (including any additional charges for pets) by sterling cheque or Debit/Credit card.

Bookings made within 2 weeks of your holiday date must be paid for in full by Credit Card or bank transfer.

[\*]If any balance payment due in relation to your booking is not paid by the appropriate date, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date

### **3. Booking Age/Responsible Person**

Bookings from persons under 18 years of age cannot be accepted. The person making the booking must be over 18, is responsible for the rental payment(s) & is deemed to be authorised to act on behalf of the other members of the party who have agreed to these terms & conditions. Making the booking constitutes agreement to our Terms & Conditions.

### **4. Sleeping Capacity**

The normal configuration of adult sized beds in the cottage is 2 x single beds (Bedroom 1 [Twin]) which can be pushed together if required (please advise in advance). Accordingly the maximum number of adult sized beds that can be provided in the cottage is 2 which will accommodate 2 persons plus the travel cot for an infant aged 0-2 years. A single put-you-up style temporary bed can be made available for occasional short term use if required. Please advise ML of preferred configuration/option at time of booking.

### **5. Singles Party Reservations or Extended Holiday Rental Periods**

Where non-family bookings or extended holiday rental periods are accepted (i.e. holiday rental periods in excess of 2 weeks) , a security deposit of £40 per person per week must be forwarded with the deposit, refundable after satisfactory inspection.

### **6. Availability**

The Hiring Contract is made on the understanding that the property and its main facilities as advertised will be available for the dates stated. Fixtures & fittings may vary from time to time as objects are replaced or added at the discretion of the owner. In the unlikely event that the property is not available through events arising out of the control of ML then ML may be forced to cancel the booking. The hirer will be advised of any such circumstances as early as possible and ML will refund the monies in full.

## **7. Occupation times**

Tenancies commence after **4pm** on the commencement date of the tenancy and terminate at **10am** on the termination date to allow sufficient time for cleaning in readiness for the next clients arrival. The Hirer is requested to contact ML one week before the booking to confirm approximate time of arrival to ensure ML is on site to welcome and hand over keys.

## **8. Damage**

All bookings are accepted on the condition that the property is left clean and tidy and breakage and/or damage will be paid for by the person who made the booking, prior to departure from the cottage.

## **9. Access**

The Property Owner or his/her representatives shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy for minor repairs, maintaining the garden areas and electricity meter reading.

### **Access Statement (summary)**

The property has level access via a concrete path from the gravelled parking area to the front porch which itself has stepped access threshold to the front entrance door, however, the property is not adapted for wheelchair users or those with restricted mobility either internally or externally.

All internal doors are standard 2' 6" (763mm) wide with clear opening of 2' 4" (715mm) except the Bedroom 2 ensuite door which is 2' 3" (686mm) wide. The PVCu entrance door is approximately 2' 8" (850mm) wide with level threshold except for water bar/frame 4cm high.

It is the hirers responsibility to check that the property is suitable for their individual needs at the time of booking. If in doubt please write/email ML stating your enquiry for clarification.

Note: Most paths around the farm & local bridleways/footpaths are grass & Wellington boots or good walking boots are advisable during winter months when weather is inclement. Grassed farm paths are mowed during Spring/Summer/Autumn subject to weather/ground conditions permitting.

## **10. Pets**

1 or 2 well behaved dogs are welcome. There is normally an extra charge of £20 per pet per week or short break but this charge may be waived under occasional 'special offers'. In making this service available we are relying on you to respond by keeping your pet under strict control at all times.

Please bring your own pet basket/cage for the dog(s) to sleep in and do not allow your pet on furniture, nor into bedrooms, nor en-suites, nor bathrooms. Showers must not be used for dog washing. An outside tap is available for dog washing. Dog towels & Poo bags will be provided in the porch area. A pet must not be left unattended in the property at any time. Hirers will be liable for any damage caused by pets.

## **11. Linen**

Owl Holiday Cottage is equipped with Hypo-allergenic Duvets/bed linen; sheets, pillowcases and towels for use in the cottage, please bring your own beach towels. Linen and blankets for the travel cot are supplied but the visitor may bring their own if preferred.

## **12. Motor Car and Personal Belongings**

Baggage and personal belongings are at the Hirer's risk at all times, and no responsibility can be accepted for loss of or damage to any vehicle or its contents.

## **13. Cancellations**

If you have to cancel your reservation you must telephone ML on **01258 817022** or email **[enquiries@owlholidaycottage.co.uk](mailto:enquiries@owlholidaycottage.co.uk)** (or send a letter) as soon as the reason for cancellation occurs. You must confirm your cancellation in writing to us at ***Owl Holiday Cottage, Hilltop Farm, The Common, Hazelbury Bryan, Sturminster Newton, Dorset DT10 2AH.***

The day we receive your telephone & email notification of cancellation is the date on which your reservation is cancelled. Deposits not refundable unless cancellation is made within 21 days of making booking & subject to qualifying conditions referred to below. For holiday periods other than Christmas & New Year the amount of balance payable is as set out in Chart A below.

Depending on your reason for cancellation, you may receive a refund of all money you have paid to us for your booking (apart from booking fees and, if applicable, any credit-card charges incurred by the owner arising from your credit card payment). We will also keep a cancellation administration fee of £55 for each week or part of a week per booking.

The conditions for qualifying for a refund referred to above only apply if the cancellation applies to all members of your party. All prices are for the whole property and not on a per person basis.

Under your contract with the owner, to qualify for a refund you must have one of the following reasons and you may be asked to send evidence.

- Illness or pregnancy (we will need to see medical evidence that you or a member of the party is unfit to travel).
- Death.
- Redundancy (as long as the employment has been a continuous with the same employer for at least two years).
- Jury or witness service (in a court of law).
- Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, son or daughter, son-in-law or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother or fiancé or fiancée).
- Your home is damaged and cannot be lived in because of fire, storm, flood, subsidence or malicious damage.
- The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your holiday or within the seven days before this.
- You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost booking from another source) or
- You are placed in quarantine.

Please note that the relevant of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of your booking.

In the cases above we may ask you to fill in a booking cancellation form which may need signing by a medical practitioner or employer. We may also need you to give us more information/evidence from other people (we will tell you at the time).

The following reasons for cancellation do not qualify for a refund as set out above: Suicide or attempted suicide, deliberate self-injury, the effect of alcohol or drugs, or any other reason which is not specifically referred to.

If the reason for cancellation does not fall within one of those given in the bullet list above, for example, you do not want to travel, your leave is cancelled by your employer (other than HM Forces or the Police) and so on, you will have to pay a cancellation charge based on the number of days before the arrival date at the property that we receive notice as shown in the following table.

This means that if you have paid the balance of your total holiday cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not paid your total holiday cost, including any booking fee and other costs by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.

For the purpose of the table below, total cost means the total cost of the accommodation booking, including any extra items. You will still have to pay any booking fees, credit-card charges and administration fees for making any changes.

If you have already paid booking fees, credit-card charges and administration fees, we will not refund these if you cancel.

### **Cancellation charges (Chart A)**

<b>Number of days cancellation notice given before the booked arrival date:</b>	<b>Cancellation charge (plus any/all booking fees, credit-card charges or administration fees, re-advertising costs, plus any inducements/discounts/special offers/concessions deemed necessary to re-let the property eg: as a last minute deal etc)</b>
<b>More than 56 days</b>	<b>Full deposit (including any balance of the deposit due)</b>
<b>29 to 56 days</b>	<b>50% of the total cost or full deposit (including any balance of deposit due), whichever is greater.</b>
<b>15 to 28 days</b>	<b>75% of total rental cost</b>
<b>14 days or less</b>	<b>100% of total rental cost</b>

- i. If ML is advised by the Hirer within 21 days of making the booking (excluding bookings made within 10 weeks of arrival date, Christmas & New Year), ML may refund the deposit less £55 and booking fee of £18 (see bullet list above for justified reasons).
- ii. If the balance of the rent is not received 8 weeks before the first day of the holiday ML will assume cancellation & any deposit will be retained\*. NB: *THE HIRER IS STILL LIABLE FOR THE BALANCE OF THE RENT (see Chart A above)*.
- iii. If your cancellation occurs within 10 weeks of the booked date of commencement of the holiday no refunds will be made. However, ML retains the right to consider making refunds in exceptional cases (see above bullet list of qualifying reasons) at her sole discretion, & in such cases as ML deems appropriate, ML will attempt to re-let the booked holiday period and, if successful, deduct £55 and booking fee of £18 (as item (i) above) plus additional advertising, re-let discounts, price reductions, inducements & other costs before making any refund.
- iv. The rental charge does not include cancellation insurance so please make your own arrangements should you require this.

- v. Christmas & New Year bookings are deemed non-refundable after reservation has been confirmed & weeks marked as 'unavailable' or 'booked' on the availability calendar unless a suitable re-let of the property can be arranged.

[\* Non Refundable)

### **15. Complaints Procedure**

In the unfortunate situation where there is a complaint would you please contact ML as soon as possible who will endeavour to rectify the problem immediately. In no circumstances will complaints be entertained once the holiday has ended.

### **16. Advertisement**

ML takes every care to ensure the accuracy of property descriptions. All information is given in good faith and believed correct. ML cannot accept liability for happenings outside her reasonable control, such as breakdown of domestic appliances, plumbing, wiring, invasion of pests, damage resulting from exceptional weather conditions, but will do everything in her power to rectify the problems as soon as it is possible. Neither can ML accept any liability for changes to (or withdrawal of) specified amenities/third party venues in the local area mentioned in advertisement descriptions, such as sports facilities, clubs and restaurants.

### **17. Possession**

The hirer shall not part with possession of the property or share it, except with members of the party as advised. ML reserves the right to terminate the hire without notice and without refund for a breach of these conditions.