

# Granary Cottages Terms and Conditions

**The contract is between:**

**Granary Cottages, Holdens Farm, Stalkers Lane, BN8 6HF (Us/The owner) and (you/the hirer)**

## **Conditions of Hire**

The Hirer shall have the right to occupy and use for a holiday the property specified on the booking form together with its gardens for the agreed period.

The person booking the property will be responsible for the obligations & conditions of the booking.

The Hirer shall not pass his/her booking to another party.

The number of persons using the accommodation shall not exceed that stated for each cottage unless agreed in advance. An additional charge of £10.00 per person per night for guests in addition to that stated for each cottage will be levied. The proprietor reserves the right to decline accommodation and to order any unauthorised person off the premises.

If there is any breach of these conditions by the Hirer, the landlord may re-enter the premises. Please bear in mind that you are responsible for your children's safety while at Granary Cottages.

## **Bookings**

Reservation, once confirmed by us, constitutes a contract which renders the person booking liable for the full cost. This contract specifically excludes any rights of tenancy. The owner accepts all bookings in good faith. However, in the unlikely event of the owner or their agent having to cancel any booking previously confirmed, their liability will be limited to the return in full of any monies paid.

## **Payments**

Reservations must be written and accompanied by a non-returnable deposit of £100. The balance of the rental is payable four weeks before arrival. For bookings made less than six weeks in advance, the total amount is payable on booking.

## **Cancellation**

Once a booking is confirmed, i.e., the deposit has been paid, and the booking accepted, the hirer is responsible for the total cost of the holiday as shown on the invoice. We recommend you take out your own insurance to cover holiday cancellation and your belongings while at the property. In the event of cancellation, every effort will be made to re-let the cottage. In the unlikely event that re-letting cannot be arranged, the hirer will be liable to pay the balance of the tariff in full.

## **Number of Guest per cottage**

The maximum number of guests (not including cots) permitted in the cottages must not exceed the number stated for each cottage.

## **Towels/linen**

Linen is provided i.e., sheets, pillowcases and duvet covers, towels, bathmats & tea towels. These are all included in the price. Beds will be made up for your arrival. Cot linen can be provided by prior arrangement.

## **Cots and Highchairs**

Cots and highchairs are provided upon request.

## **Heating**

This is included in the hire charge.

## **Parking**

There are two parking spaces in the front each of the cottages. All cars are parked at the owner's own risk.

## **Security Deposit**

A security deposit of £100 pounds is payable in cash on arrival; this is taken as a guarantee

against any breakages or damage incurred during your stay or excess cleaning required at the end. Any additional charges not covered by the £100 security deposit will be invoiced within seven days of departure and must be paid within seven days of invoice date. After inspection at the end of your stay, your security deposit of £100 pounds will be returned if everything is found to be satisfactory.

### **The Rental**

The Rental confers upon the Hirer the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the Hirer acknowledges that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise.

### **Price Alterations**

We reserve the right to adjust prices quoted on our website, other adverts or on details about the property at any time.

### **Size and Party**

The number of persons stipulated for each property on our website, advertisements or literature published by us must not be exceeded under any circumstances. Only the number of adults, children and infants stated by you and listed on the owners booking information may occupy the premises overnight. We normally class children as being under 16 and infants as being 2 years old or under.

### **Suitability:**

**Health & Mobility:** The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established.

**Rural Life and Safety:** The owner accepts no responsibility or liability in connection with the suitability or non-suitability of the property for the booker and/or the persons resident at the property in accordance with this booking. The renter accepts that the property is situated in a rural area and is affected by local country pursuits, including but not limited to animal noise, grass cutting and ancillary agricultural noise which may be experienced. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and the booker and those persons listed on the owners booking information sheet acknowledge the rural nature of the property.

The Owners or Agents cannot be held responsible for any limitations placed on the booking due to adverse weather conditions which may affect travel to and from the property.

### **Arrival and Departure times**

Guests must take good care of the cottage and its contents. Guests are asked to leave their accommodation clean and tidy when vacating. We reserve the right to levy additional charges for unreasonable cleaning after departure and late departure.

Guest are asked to consider neighbours and not cause nuisance or annoyance.

The owner reserves the right to gain access to the property with prior notice for the purposes of maintenance and inspection if it is necessary.

You may arrive any time after 3 pm on the day of your booking. It is helpful if you telephone to notify us of your anticipated arrival time (especially if it is likely to be after 9 pm).

You must vacate the property by 10 am on the day of departure.

## **Lost property**

We cannot accept responsibility for any items you leave behind in the property after your holiday, but if you contact **Granary Cottages** they will notify us and we will endeavour to locate the lost item(s).

If lost property is found, we will inform you and agree the means to return it. Any unclaimed items will be disposed of after two weeks.

## **Hirer Obligations**

You agree to:

Take reasonable care of the property and ensure that the property and all equipment are left clean. The hirer agrees to reimburse the owner for any extra cleaning costs required. Where applicable, the owners reserve the right to deduct any extra cleaning costs from any security deposit paid or recharge the costs to the hirer.

- Pay for any losses or damages to the property.
- Not to smoke, or allow others to smoke inside the property
- No candles to be used in and around the property.

Pay for any optional extras at the rate stated on the website.

NOT exceed the total number of persons in the property as stated in the details, or share the property, or part with possession of the property, unless previously agreed with owner.

To dispose of household waste in accordance with our waste disposal requirements. These are explained in the property directory which you will find on arrival.

No ball games allowed on the property.

No games/ playing allowed around the car parking, entrance/ exits area.

No charging electric cars onsite.

## **It is mutually agreed that:**

Should the property, for reasons beyond our control (e.g. fire, theft, sale etc), not be available on the date booked or the property is not available for holiday letting, all rent and any charges paid in full by you to us will be refunded in full. You accept that you will have no further claim against us or any of our agents.

We accept no liability for any accident, damage, loss, injury, expense, or inconvenience whether to person or property which you or any persons may suffer or incur that arise out of the rental or is in any way connected with the rental.

The Owners cannot accept a change of holiday property or details to a booking once the deposit has been received. However, occasionally we can accept an alteration of dates, not withstanding any obligations incurred if a change of dates is requested within less than 8 weeks of a hirer's arrival date.

The Owners aim to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.

Any complaints must be notified in the first instance to *Granary Cottages*. immediately so that they can investigate the circumstances and take any necessary action. In no circumstances can compensation be made for any complaints that are made after the date of departure, or where you have denied or prevented us or our agents the opportunity to try to put matters right during the bookers stay.

Damage - Occasionally accidents do happen and any losses must be paid for. The property will checked and cleaned before arrival but if you have any difficulties please contact Granary Cottages. Should you find on arrival any damage or non-working items you will

notify Granary Cottages or the owner immediately so that matters can be rectified.  
Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

### **Wi-Fi usage**

WiFi is available at the property. The hirer agrees not to use the Service to access Internet Services, or send or receive e-mails, which:

Are defamatory, threatening, intimidatory or which could be classed as harassment.

Contain obscene, profane or abusive language or material;

Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

Contain material which infringe third party's rights (including intellectual property rights);

In our reasonable opinion may adversely affect the manner in which we carry out our business;

Involves downloading, altering, e-mailing and distributing copyrighted content unless certain that the owner of such works has authorised its use by you

Constitutes or is capable of constituting a criminal offence or is otherwise unlawful or inappropriate, either in the United Kingdom or in any state throughout the world.