

Lavender Barn

Terms and Conditions

1. The contract entered into is between Mr P R & Mrs N M Brooks (the Owners) and the person completing and signing the Booking Form (the Hirer). The contract is not effective until the required payment has been received and confirmation sent from the Owners to the Hirer.

2. Booking

2.1 Bookings cannot be accepted by persons under the age of 21 years.

2.2 The number of persons occupying the property must not exceed five persons.

2.3 The person who signs the booking form (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions.

2.4 The Hirer must notify the Owners of any alterations to the names of persons occupying the property, before arrival.

2.5 The Owners reserve the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

3. Reservation

3.1 Provisional reservations can be accepted by telephone and must be confirmed within 7 days by the arrival of a booking form and the required deposit.

3.2 Provisional reservations will be cancelled after 7 days without further reference.

3.3 To secure a reservation:

a. Complete all parts of the booking form.

b. Send the completed form together with 30% of the total cost of the holiday. Please make the cheque payable to: Mr P R & Mrs N M Brooks and send it to: Bryally Barn, Chapel Amble, Wadebridge, Cornwall PL27 6EP

c. Pay the balance of the cost and security deposit 8 (eight) weeks before the holiday is due to start (it should be noted that reminders are not sent out).

3.4 If the balance is not received within the time specified the Owners reserve the right to cancel the booking and retain the deposit.

3.5 Bookings made within 8 (eight) weeks of the start of the holiday require payment in full and the security deposit at the time of booking.

3.6 Payment will only be accepted in Pounds Sterling.

4. Cancellation

4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.

4.2 In the event of cancellation by the Hirer the Owners will endeavor to re-let the property, and if successful may refund any monies paid less the deposit, which is non-returnable.

5. Booking alterations

5.1 Any change in holiday dates will be subject to the agreement of the Owners.

5.2 Any alteration to the booking by the Hirer will be subject to an administration charge of £50.00.

5.3 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.

5.4 If for reasons beyond their control, the Owners have to cancel or alter arrangements made for the Hirer they will make every effort to offer an alternative property if one is available.

5.5 If the Hirer does not accept the alternative offered the Owners will return to the Hirer any monies paid, whereupon the Owners liability will cease.

6. Damage, loss and nuisance

6.1 The Hirer agrees:

- a. To pay £150 security deposit per week for the property.
- b. That the supervision of children and any adults requiring care remains the responsibility of the hirer at all times.
- c. To be responsible for leaving the accommodation in good order and a very clean condition, otherwise a cleaning charge will be levied.
- d. To notify the Owners of and pay for any damage or loss however caused, excluding reasonable wear and tear, incurred during the occupation.
- e. Not to cause nuisance or annoyance to occupants of any nearby property.
- f. To allow reasonable access to the property by the Owners if it is deemed necessary.

6.2 Damage discovered, or extra cleaning required will be notified to the hirer within 7 days of vacation and costs will be charged against the security deposit.

6.3 The Owners reserve the right to evict the Hirer and party without compensation being paid, if this is deemed necessary by the Owners - for example should complaints be made of anti-social behaviour or unreasonable breakages or damages occur, or smoking restrictions not be observed, or there is a material breach by the Hirer or party.

7. Occupancy

Occupancy shall be from 4.00 p.m. on the day of arrival to 10.00 a.m. on the day of departure, (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this). A late departure fee £50 will become payable if cleaning is delayed.

8. Pets

Pets are not permitted at this property.

9. Descriptions

9.1 Whilst the Owners make every effort to ensure the accuracy of the property descriptions, descriptions are inevitably subjective and are for guidance only. If there are points of particular importance please contact the owners to clarify information.

9.2 Whilst the Owners have taken all reasonable steps to ensure that the information contained in their brochures, website, tariffs, leaflets, advertisements and any other form of promotional material are accurate, the Owners reserve the right to alter, substitute or withdraw any service, facilities or amenity.

10. Liability

10.1 The Owners cannot accept responsibility for any material loss, damage, injury or additional expense or inconvenience directly or indirectly caused by or arising out of the property and its plumbing, electrical supply or otherwise, or exceptional weather.

10.2 No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the party during the occupancy.

10.3 If due to reasons beyond the control of the Owners, the accommodation is not available whatsoever, the Owner will refund the deposit, but the Owner will be under no further liability towards the Hirer.

11. Complaints

11.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to discuss this with the Owners immediately and in any event before departure to allow remedial action to be taken.

11.2 It is specifically agreed that failure by the Hirer to notify the Owners of any complaint in accordance with the timescale set out in clause 11.1 will entitle the Owners to refuse to entertain the complaint, irrespective of its merits.

12. Waiver

The failure of the Owners to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

13. Breach of Contract

If there is any breach of any of these Conditions by the Hirer or party, the Owners reserve the right to re-enter the property and end the Holiday, and ask the Hirer and party to leave. If there is any breach of any of these conditions by the Owners, then the Hirer has the right to end the holiday and leave. Ending the holiday by either the Hirer or the Owners does not affect that party's rights and remedies.

14. Legal provisions

14.1 The Law of England governs the construction, and performance of this Agreement and the parties submit to the jurisdiction of the English Courts.

14.2 The Hirer agrees that the contract with the Owners is made at the Owners premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.

14.3 Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.