

## **1 Formation of contract**

1.1 The contract is formed between you and Mr and Mrs Newton (referred to as "we" or "us") for the provision of short term holiday rental of cottages when we issue a booking confirmation form. We reserve the right to refuse a booking prior to issuing a booking confirmation form. We will provide such short term rental subject to these terms and conditions of booking. Your statutory rights are not affected by anything contained in these terms and conditions. No employee or representative of us has the authority to vary these terms and conditions.

## **2 Description of cottages**

2.1 We aim to ensure that the information provided in the web site is accurate; however, there may be small differences between the actual property and its description.

2.2 Where, due to unforeseen circumstances the property in question becomes unavailable, a full refund will be issued.

## **3 Price**

3.1 We reserve the right to increase or decrease the prices shown in the price list at any time. However, the price on the booking confirmation form will not be increased unless the booking is amended.

## **4 Payments**

4.1 For any cottages booked more than two calendar months prior to the start of the rental period you shall pay a deposit of £100 for a weekly booking and £50 for a short stay when booking. You must then pay the remaining payment at least one calendar months prior to the start of the rental period.

4.2 For any cottages booked less than two calendar months prior to the start of the rental period you must pay the full price when booking.

4.3 In the event of late payment, we reserve the right to cancel the booking, in which case the provisions of Condition 6 will apply.

## **5 Your obligations**

5.1 You must take good care of the cottage and its contents and leave them in the same condition as they were in on your arrival. You will be liable for the cost of any damages, breakages, losses and any extra cleaning or repair costs which are incurred due to your non-compliance with this condition.

5.2 Only the number of people the cottage is able to sleep are allowed to stay in the cottage at any one time.

5.3 Pets. Penny Hedge can accommodate one house trained small family Dog.

5.4 You will be able to have access to your cottage at 2.00 pm on the first day of your rental period and you must vacate the property by 10.00 am on the last day of your rental period.

5.5 Smoking is strictly prohibited inside Penny Hedge. Smoking inside the cottage is a breach of the Terms and Conditions. We reserve the right to terminate your stay in the cottage should such a breach take place and an additional cleaning fine of £100 will be made to cover fumigation costs.

## **6 Cancellation**

6.1 If you have to cancel your cottage you must let us know in writing as soon as possible. On receipt of such notice we will use reasonable endeavours to re-let the cottage. If we are successful we will refund you your money (or part if we are only able to re-let the cottage for part of your rental period or have to give a discount to sell it) less £50 per booking for our administration costs. If we are not able to re-let the cottage, you will be liable to pay 100% of the total price.

## **7 Insurance**

7.1 We recommend that you take out insurance to protect you against any losses. Please remember bad weather, sickness and any number of other circumstances could necessitate your failing to take your holiday and we cannot refund any monies other than as specified in clause 6 above.

## **8 Complaints**

8.1 If you have any cause for complaint you shall bring this to the attention of Mr and Mrs Newton to allow them an opportunity to achieve a satisfactory solution. In any event you should formally register your complaint at the time. On your return from holiday you should write to us within 14 days of your return detailing your complaint. We cannot consider any complaints where you have not complied with the above conditions.

## **9 Rights of entry**

9.1 We reserve the right to enter into the cottage at reasonable times to inspect the cottage and/or carry out any necessary repairs or maintenance.

## **10 Lost Property**

10.1 The company reserves the right to dispose of any property left in the cottage within 1 week of your departure. In the event that you require us to return any items, a minimum of £15.00 will be charged to cover postage, packaging and our own time costs in returning the goods. The amount charged will depend upon the weight and type of delivery required and will be subject to postal rates applicable at the time.

## **11 Liability**

11.1 We do not exclude our liability for death or personal injury caused by our negligence.

11.2 Except as stated in Clause 10.1, we shall not be liable for:

- a) any loss or damage caused directly or indirectly by circumstances or events beyond our control;
- b) any indirect or consequential losses;
- c) any lost profit or other business losses.

11.3 Our total liability for any tangible damage to your property caused by our negligence will not exceed £10,000.

11.4 Our liability other than in respect of those detailed in Conditions 11.1 and 11.3 will be limited to the amount you paid us for the hire of the cottage.

## **12 Law**

12.1 The contract between you and us is subject to English law.