

CONDITIONS OF BOOKING

1. THE CONTRACT

- 1.1. The contract, ('the Contract') between you, the person named on The Booking Form, either sent by email or completed online "The Booking Form, and us, shall be governed by these conditions. Any booking must be on our Booking Form and received by us with a deposit of fifty percent of the total price for the holiday, or the full amount if the booking is made within three weeks of the commencement of the stay, (or such other amount as may be agreed in writing). Upon receipt of The Booking Form and receipt of the aforesaid deposit into our account in cleared funds, the Contract shall come into existence provided that until such time we shall have the unfettered right to refuse the booking whereupon we shall refund to you any deposit paid. Otherwise the deposit shall be non-refundable. The balance of the total price and any Security Deposit, (see Clause 3 below) must be received by us not later than 3 weeks before the date of the holiday booking. Otherwise we shall immediately have the right to re-advertise and re-book the holiday and retain the deposit. The 'property' shall be as named on The Booking Form.

2. USE OF THE PROPERTY

- 2.1. Unless otherwise stated in The Booking Form, your holiday accommodation will commence at 4pm on the first day and will end at 10am on the last day of the holiday let. Except by special arrangement only those persons named on The Booking Form, whose number shall not exceed:

- 2 persons in Herdwick Hut, Laverstock
- 2 persons for The Apple Loft, Laverstock
- 2 persons for Gardener's Cottage, Laverstock
- 3 persons for Admirals Cottage, Laverstock
- 6 persons for Granary Cottage, Laverstock
- 5 persons in Parnham Cottage, Netherbury
- 4 persons in Sawmills Cottage, Netherbury
- 4 persons in Highfield Cottage, Netherbury
- 5 persons in Old Sawyers Cottage, Stoke Abbott
- 4 persons for a property in West Bay

You may invite guests or friends to visit but the identity and number of persons staying overnight must at no time be different from or exceed the number of persons identified in The Booking Form and guests on any one occasion must not exceed 4 in number. In the event of a breach of this condition, at our discretion, we may refuse to allow you or your party to take up possession of the property or instruct you and all others to leave before the end of the holiday period in which event we may treat the let as having been cancelled by you and you shall have no claim against us whatsoever for a refund or otherwise.

- 2.2. Except by special arrangement, the property shall be used solely for the purposes of a holiday by you and your party. This Contract is made on the basis that the Premises are to be occupied by the Guest for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
- 2.3. If you or any member of your party abuses any part of the property or displays dangerous, offensive or rude behaviour to us or any of our staff or to third parties such as neighbours, we have the right to ask you and your party to leave the property forthwith. If this happens, we shall treat the holiday as being cancelled by you and you shall have no claim against us whatsoever for a refund or otherwise.
- 2.4. Because the property and surrounding estate requires constant maintenance, you must allow us, our staff or representatives access to the property at all reasonable times.

- 2.5. You must keep the property and all furniture, utensils, equipment, fixtures and fittings in the same state of repair and condition as at the commencement of the occupancy and ensure that at the end of the occupancy the property is left in the same state of order, repair and cleanliness. We reserve the right to levy an additional charge for any additional cleaning required due to the occupancy of you and your party.
 - 2.6. You must report as soon as possible any breakages or damage and we reserve the right to make a claim against you and any member of your party for repair or loss as a result of the damage caused.
 - 2.7. Without in any way prejudicing or limiting the affect of these terms and conditions, you agree that upon delivery of the possession of the property and its estate, you shall be liable for the security of the property and shall take all reasonable steps, such as locking doors and windows, in regard to matters of security and we shall have no liability for loss by theft or damage to your property or to the rental property by third parties unless we are negligent. It is the responsibility of the Guests to ensure that their personal possessions are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions. We also recommend that guests arrange adequate travel insurance for cover in case of cancellation.
 - 2.8. For the avoidance of doubt, you agree that the supervision and safety of children and the safety of disabled or infirm persons during the holiday let are at all times your responsibility and we shall have no liability in respect thereof and you shall satisfy yourself in advance of the holiday that the property and grounds are fit and suitable for all members of the holiday party.
3. THE SECURITY DEPOSIT
 - 3.1. A Security Deposit may be requested prior to the commencement of your stay. Details and terms will be provided if necessary.
4. UNAVAILABILITY OF THE PROPERTY, CANCELLATIONS – BY US
 - 4.1. It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of reasons beyond our control, force majeure or for any reason that makes the property unfit for rental, you will have the choice of either allowing us to try to locate a suitable alternative property on your behalf or of cancelling the booking and accepting a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.
5. BREACHES BY YOU OF THESE CONDITIONS
 - 5.1. If you, or any member of the holiday party, commit a serious breach of these Conditions then we have the right to terminate your Booking and if you are already in occupation of the property then we shall have the right to ask you to vacate forthwith. In such circumstances no refund of the price paid by you will be made.
6. YOUR LIABILITY TO US
 - 6.1. Where damage is caused to the property other than by fair wear and tear during the term of the occupancy, by you or any member of the holiday party, you, the person named on The Booking Form, shall be primarily liable irrespective of the person who caused the damage and shall and herby do afford us a full and complete indemnity in respect thereof.
7. MISCELLANEOUS
 - 7.1. These conditions override and supersede all previous courses of dealing between us and the whole of the Contract shall be as contained in these Conditions.

8. PETS

8.1. Pets may only be brought into the property and grounds or estate with our specific written agreement and subject to such conditions as we may specify. There is an additional £10 charge per pet in the designated properties. Some of our properties strictly forbid pets, if you bring your pet without prior consent you may be asked to leave and your booking will be cancelled without refund. This condition applies whether the pet belongs to a member of the party specified in The Booking Form or otherwise. Pets must not be left unattended in the property at any time.

9. THE GROUND RULES

9.1. You are asked to make yourself and your party familiar with the Ground Rules which if applicable will be available to you on arrival.

10. PARKING

10.1. You are only permitted to park in the designated parking space, the location of which you will be informed of before your holiday starts. The properties in West Bay have allocated parking for one car only.

11. COMPLAINTS AND PROBLEMS

11.1. Complaints or problems must be reported to us immediately to give us the opportunity to rectify them, wherever possible, during your stay.

12. CANCELLATION

12.1. If you cancel your holiday after you have paid money to us, the full amount paid becomes non-refundable. With your agreement, we will try our best to re-market the holiday, and if we are successful, we will return some money to you. The amount will be at our discretion and will be calculated so that we are not out of pocket as a result of your cancellation, including reasonable administration fees. It is very possible that we will be unable to re-book your period of stay, or if we do it may be for a reduced tariff and we therefore strongly suggest that you take out your own holiday insurance to protect you against you having to cancel.

13. NUISANCE

13.1. The Guests shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

14. BROADBAND INTERNET ACCESS

14.1. Complimentary WIFI broadband is provided free of charge in some properties. Please note that the provision of broadband is inherently unreliable and as such we can make no guarantees that it will be available for your stay. The provision of broadband does not form part of your holiday with us. We cannot provide technical support for connecting your equipment to the broadband. In the event that the broadband malfunctions and we are unable to repair it no compensation will be available.