

AGENCY TERMS AND CONDITIONS

Except where otherwise specified, I Emma Blackburn of Laverstock House, Laverstock, Bridport, Dorset, DT6 5PE (trading as www.laverstockfarm.co.uk and www.driftwoodapartments.co.uk) act only as an Agent in respect of all bookings we take and/or make on your behalf. I accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("Booking(s)") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any Booking. For all Bookings, your contract will be with the supplier of the Booking in question, and in most cases this will be the owner of the property you'll be staying at ("Owner(s)"). When making your Booking we will arrange for you to enter into a contract with the Owner of the Booking. Your Booking with us is subject to these Agency Terms & Conditions and any specific booking conditions of the relevant Owner(s) you contract with. The Owner's booking conditions may limit and/or exclude the Owner's liability to you.

You may decide to make more than one Booking with us at the same time. The price charged in total for more than one Booking will always equal the prices charged separately for each individual Booking. All Bookings are available to be purchased separately at the same price as they are when more than one Booking is made. This means that any multiple Bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

By making a booking, you agree that:-

you have read these Agency Terms & Conditions and agree to be bound by them;
you consent to our use of your information in accordance with our Privacy Policy; and
you are over 18 years of age and where there may be age restrictions in place, you declare that you and all members of your party are of the appropriate age.

The online booking system enables Guests to make Bookings 24 hours a day. A Booking is confirmed on receipt of a 50% non-refundable deposit for all Bookings with check in dates of more than 3 weeks away. For all Bookings that have a check in date of less than 3 weeks before check in, payment for the Booking will be required in full and the entire Booking will be non-refundable. Online or email enquiries will be dealt with in the order they are received, but please be aware that we cannot guarantee reservation of your selected dates until the receipt of suitable payment. Therefore, if possible, we do recommend that you book on the website using the online booking system.

1. Booking and payments

- 1.1 In order to confirm your chosen Booking, you must pay a non-refundable deposit as required by the Owner of the Booking in question (or full payment if booking within 3 weeks of the date of your check-in).
- 1.2 Your Booking is confirmed and a contract between you and the Owner will exist when we receive payment of the deposit and send you a booking confirmation on the Owner's behalf. This booking confirmation will normally be sent out within 24 hours in the case of email and seven working days in the case of post, and will contain the details of your Booking and of payments made and due. If you have not received your booking confirmation within the specified time, please notify us as soon as possible by email (emma@laverstockfarm.co.uk). Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. As we act only as booking Agent, we have no responsibility for any errors in any documentation except where an error is made by us.
- 1.3 Online payments can only be made by credit and debit cards and bank transfers will be accepted if necessary. A 1.5% surcharge will be applied to credit cards.

- 1.4 Where a deposit has been paid, full balance payment will be due 3 weeks in advance of your check in date and a reminder will be sent to you prior to this date, where applicable, by email. If we have been unable to take payment after 1 week of the balance due date, then with regret, we will notify the Owner who may cancel your Booking.
- 1.5 Except where otherwise advised or stated in the booking conditions of the Owner concerned, all monies you pay to us for a Booking will be held on behalf of the Owner(s) concerned.
- 1.6 Credit Card payments are processed via fretobook who provide us with merchants services facilities.

2. Cancellations and Amendments by You

- 2.1 Any cancellation or amendment request must be sent to us by email (ejb90@hotmail.com) and will be considered and responded to within two working days of receipt. Please ensure that you have received written confirmation of any changes to your Booking prior to travel. Whilst we will always try to help, we cannot guarantee that such requests will be met.
- 2.2 Amendments and cancellations can only be accepted in accordance with the booking conditions of the Owner of your Arrangements. The Owner may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). The Owner may charge cancellation or amendment charges in accordance with its own booking conditions, however for the sake of convenience only, we have outlined the Owner's charges at clause 2.3 and 2.4 below. Please note that these are the Owner's own cancellation and amendments charges, not ours (www.laverstockfarm.co.uk and www.driftwoodapartments.co.uk), and therefore the Owner may vary their charges as they wish, without notice to us. The correct charges will be notified to you at the time of your cancellation or amendments.

2.3 Owner's General Cancellation Charges:

- 2.3.1 Cancellation by you at any time will result in your deposit being forfeited, as all deposits are non-refundable.
- 2.3.2 All monies paid for a holiday (deposit and balance) are non-refundable within 3 weeks before check in date.
- 2.3.3 Cancellation of any holiday after it has been paid in full and at a date 3 weeks or more in advance of your check in date, will result in forfeiture of your deposit (or an amount equivalent where one was not paid as the holiday was paid in full) and the balance being returned to you.
- 2.3.4 Cancellation insurance is available but will be a third party arrangement and not involve us or the Owner in any way.

2.4 Owner's General Amendment Charges:

- 2.4.1 Alterations to your Booking can only be made more than 3 weeks prior to the check in date, after which time alterations will be treated as cancellation. All alterations are subject to availability and may incur a £30 administration fee.
- 2.4.2 Differences in the total amount payable resulting from alterations will be refunded to you in the case of a decrease in price and paid by you in the case of increases in price.

Special note: Generally Owners will charge the above cancellation and amendment charges, however we must stress that these are a guide only and charges may differ from those shown here depending on the Owner. The exact charges will be notified to you by the Owner at the time of cancellation and/or can be found in the Owner's own booking conditions which are available from the Owner on request.

3. Changes and Cancellations by the Owner

- 3.1 We will inform you as soon as reasonably possible if the Owner needs to make a significant change to your confirmed Arrangements or to cancel them. We will also liaise between you and the Owner in relation to any alternative Booking offered by the Owner but we will have no further liability to you. It is extremely unlikely that an owner will have to make any changes to your property rental. However, occasionally they may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and you will be advised of them as soon as they may be applicable. If the Owner is forced to cancel the property rental because of reasons beyond their 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.

4. Complaints

- 4.1 Because the contract for your Booking is between you and the Owner, any queries or concerns should be addressed to them. In the event that you have any complaint about your stay, please notify the Owner as soon as possible. If you don't follow this procedure there will be less opportunity for the Owner to investigate and resolve your complaint and so make your stay as enjoyable as possible. Whether or not your complaint is dealt with satisfactorily, please also contact us as we appreciate all feedback. It's important to us and the Owner to know that you've enjoyed your stay or if anything could have been improved.

5. Pricing

- 5.1 We reserve the right to amend advertised prices at any time on behalf of the Owner. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur.

6. Information & Accuracy

- 6.1 The information and prices shown on this website may have changed by the time you come to make your Booking. Although we make every possible effort to ensure the accuracy of the website information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen Booking with us at the time of booking.

7. Our Responsibility for your Booking

- 7.1 Your contract is with the Owner and its booking conditions apply. As Agent, we accept no responsibility for the actual provision of the Booking. Our responsibilities are limited to making the Booking in accordance with your instructions and acting properly in accordance with our legal duties as an Agent. We accept no responsibility for any information about the Booking that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your Booking (or the appropriate proportion of this if not everyone on the Booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

7.2 Complimentary WIFI broadband is provided free of charge in some properties. Please note that the provision of broadband is inherently unreliable and as such the Owner can make no guarantees that it will be available for your stay. The provision of broadband does not contractually form part of your Booking. We cannot provide technical support for connecting your equipment to the broadband. In the event that that the broadband malfunctions and is not repairable, no compensation will be available.

8. Pets

8.1 Not all properties accept pets. If you wish to take your pet on holiday, please advise us before booking and we can check whether pets are accepted at the property. You must obtain the prior consent of the Owner before taking any pets to the property. An additional charge of £20 is payable for each pet, per stay and additional terms may apply.

9. VAT

9.1 None of the Owners of properties currently in our portfolio are not registered for VAT in which case no tax is payable. Where VAT is payable, the tax is included in the advertised holiday rental price.

10. Visa, passport and health requirements.

10.1 Unless you tell us otherwise, we assume that all members of your party are British citizens who hold or will hold full British passports valid for the entire duration of the Arrangements you chose to purchase. Information on visa, passport and health requirements, where given and applicable, is so given on this basis. Requirements may change and you are therefore strongly recommended to check the up to date position with the Owner of the Booking, Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before the commencement of your holiday.

11. Insurance

11.1 You are strongly recommended to take out personal travel insurance for all members of your party. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details and take them with you on holiday.

12. Special requests

12.1 If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the Owner, but unfortunately, we can't guarantee that they will be met and we will have no liability to you if they are not.

13. Group Bookings

13.1 No Owners accept Bookings for a single sex group (for example, a stag or hen party) without prior permission and knowledge. Guests wanting to make such a Booking should not book through our website without first receiving written confirmation that a single sex group booking is acceptable. A Booking without this confirmation will not be deemed a valid booking and may be cancelled and cancellation fees may apply.

14. Maximum Numbers

14.1 Please note that except by prior arrangement confirmed in writing, only the number of persons specified on a booking confirmation may occupy a property. 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 when booking and guests on any one occasion must not exceed 4 in number. Most owners reserve the right to refuse admittance or revoke a booking if this condition is not observed and you are

unlikely to receive any refund. The maximum number of persons (excluding babies under two year's old in cots) are:

- 2 persons in Herdwick Hut, Laverstock
- 2 persons in Everdene Hut, Laverstock
- 2 persons for The Apple Loft, Laverstock
- 2 persons for Gardener's Cottage, Laverstock
- 3 persons for Admirals Cottage, Laverstock
- 4 persons for Granary Cottage, Laverstock
- 8 persons for Lambrook Cottage, Laverstock
- 8 persons for Laverstock Cottage, Laverstock
- 5 persons in Parnham Cottage, Netherbury
- 4 persons in Sawmills Cottage, Netherbury
- 4 persons in Vine Cottage, Netherbury
- 4 persons in Highfield Cottage, Netherbury
- 4 persons in Heartsease Cottage, Stoke Abbott
- 4 persons in 6 Driftwood, West Bay
- 4 persons in 10 Driftwood, West Bay
- 5 persons in 1 Boardwalk, West Bay

15. Your Responsibilities

- 15.1 Please note that you have a contract with the Owner of the property. As such you are under a responsibility to behave in a proper, appropriate and legal manner whilst staying at the property with due respect to the Owner, the Property and other guests and their property. You are responsible for informing the Owner of any losses or damage to the property as soon as possible. Please note that you will be liable to pay the Owner for any losses or damage to the property caused by you or a member of your party (except reasonable wear and tear).
- 15.2 Some Owners will also require damage deposits.
- 15.3 You must leave the property by the check-out time specified on your booking.
- 15.4 If any guest behaves inappropriately or improperly (of which the Owner will be the final judge on their Property), or illegally (this includes smoking inside), the Owner reserves the right to ask the guest and their party (at their discretion) to leave the Property before the end of the holiday period and/or refuse any future bookings from you. It is illegal to smoke inside a holiday property. Any refund for so doing will be at the entire discretion of the Owner. In addition, the Owner reserves the right to sue the guest for any loss, damage or injury caused to the Owner, the Property or to other guests and/or their property. As agent, we will have no liability to you in these circumstances.
- 15.5 Your holiday accommodation will commence at the time confirmed in your confirmation of booking email (normally between 2pm and 4pm) and will end at the time confirmed in your confirmation of booking email (normally between 10am and 11am) on the last day of the holiday let.
- 15.6 Except by special arrangement, the property shall be used solely for the purposes of a holiday by you and your party.
- 15.7 Because property can require constant maintenance, you must allow the Owner access to their property at all reasonable times.
- 15.8 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. The Owner reserves the right to levy an additional charge for any additional cleaning required due to the occupancy of you and your party. You must report as soon as possible any breakages or damage and the Owner has 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.

- 15.9 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.
- 15.10 You agree that the supervision and safety of children and the safety of disabled or infirm persons during the holiday are at all times your responsibility and the Owner 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. Things to consider may be, access where a shower is above a bath, access where there is no ground floor toilet, access where a property is above ground floor and there is not lift, access where there is a steep staircase, access where it is important to park a car outside the property. If any of your party is disabled or infirm we strongly suggest that you make specific enquiries by email to emma@laverstockfarm.co.uk to ensure your chosen property is suitable.
- 15.11 You are only permitted to park in the designated parking space, the location of which you will be informed of before your holiday starts. Some properties, particularly in West Bay, have allocated parking for one car only. Most other properties have access to reasonable parking but if this is very important to you please ask before making a Booking.

16. Governing Law and Jurisdiction

- 16.1 These terms and conditions have been drafted in accordance with and are governed by English law and the courts of England and Wales have exclusive jurisdiction in relation to any and all disputes arising out of these Agency Terms & Conditions.

17. Discrepancies

- 17.1 In case of a discrepancy between these Agency Terms & Conditions and any other literature, these Agency Terms & Conditions shall prevail.

18. Validity clause

- 18.1 In the event that a court finds that a condition in these Agency Terms & Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Agency Terms & Conditions, which will continue to be valid and have full force and effect.