

## **Thank you for choosing to stay at Holestone Moor Barns Luxury Holiday Cottages**

### **Terms and Conditions**

#### **Definitions**

1. The owners are defined as Maxine Williams and Matt Allman.
2. Terms and conditions are taken in whole or in part from the English Tourism Council, The Pink Booklet. A practical guide to legislation for accommodation providers.

#### **Reservations**

3. Reservations can be by telephone, email, verbally or direct booking on-line.
4. Reservations are confirmed on receipt of a deposit.
5. A contract only arises when we formally confirm your booking in writing via a personal letter of confirmation sent by post or email.
6. Any special requirements must be stated and agreed at the time of booking. Special requirements include the provision of travel cot(s), high chair, stair gates and z bed.

#### **Payment terms**

7. A confirmation of booking will be sent and a deposit of only 25% should be paid by return to reach us not later than 24 hours from the booking date to secure the reservation.
8. An invoice will be raised and the balance of the invoice less any deposits should reach us not less than 28 days before the date of arrival.
9. Payment methods accepted are bank to bank direct transfer, cheque. Sorry, credit or debit cards are not accepted.

#### **Late Bookings**

10. For reservations where the booking date is less than 28 days before arrival date the full invoice amount is due for payment by return to reach us not less than 24 hours from the booking date.

#### **Reservation and payment deviations**

11. Any deviations from conditions 3 to 10 can only be by the mutual agreement of both parties.

#### **Price Inclusions**

12. Included in the standard prices are provision of bed linen, towels, water, electric and oil; self-contained facilities including a microwave cooker, fridge, dishwasher, freezer, cutlery and utensils, Tea/Coffee and Sugar, TVs with DVD players, iPod docking station/CD player, cleaning equipment, iron and ironing board, washing machine, clothes airer, garden furniture and bbq. The cottage is cleaned and bed linen/towels changed between guests.

#### **Arrivals and Departures**

When you arrive you'll find the ingredients for a cup of tea/coffee, with milk and homemade cake awaiting you in the kitchen, so you can have a nice cup of tea before you unpack

13. Arrival times are normally after 15:00; guests are requested to advise approximate arrival time at confirmation of booking.

14. Departures. Guests are requested to vacate the cottages by 10:00am on the day of departure.

15. The proprietors will make every effort to facilitate arrivals and departures outside the standard hours where possible.

## House Rules

16. We would be grateful if you would help us maintain our standard of accommodation for your comfort. The cottage is let and equipped for the number guests booked; **no extra guests are allowed to sleep in the cottage.**

**Parties.** Family, social, wedding party assemblies and other parties and assemblies are only by agreement with the proprietors and must have prior agreement regarding numbers and details.

**Pets.** Sorry but pets are not allowed as our cottages are allergy free.

**Smoking.** The cottage is non-smoking but there is outside seating. If you wish to smoke outside, please ensure that you dispose of matches and cigarette butts in one of the bins provided.

**Access.** Guests may not enter the big shed furthest from the barn or the Polytunnel near the picnic area where garden equipment is stored. The proprietors do not accept any responsibility for damage or injury resulting from guests entering the Polytunnel. .

**Gardens, grounds** Holystone Moor Barns holiday cottages has a garden/picnic area for the use of guests; guests are respectfully requested not to enter the garden of the proprietor's residence. The proprietors do not accept any responsibility for damage or injury resulting from guests entering the garden of the proprietor's residence. Guests may make reasonable recreational use of other land belonging to the proprietors during their stay.

## Cancellations

17. Any cancellations by the Client must be made in writing and should be sent by recorded delivery or by electronic mail. The date from which the cancellation applies will be the date on which the cancellation notice is received by the Owner

18. Should the Client need to cancel a confirmed booking for any reason whatsoever, the deposit will be held by the Owner and the full payment is still due. The deposit is non-refundable. A refund less the deposit will only be made if the Owner re-lets at full rent.

**The Owner strongly recommends that clients take out appropriate Cancellation Insurance.**

19. The Owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owner will contact the party leader (by telephone where reasonably possible in case of significant change or cancellation, minor changes will be notified by post or electronic mail) as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change. No compensation is payable for minor changes. Such minor changes do not entitle you to cancel without paying the normal charges set out in these Conditions. A minor change is a change which, taking into account the information you gave at the time of booking or which the Owner can be reasonably expected to know, the Owner could not reasonably expect to have a significant effect on your confirmed booking. If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Owner will offer a refund only. No additional compensation is due. However, compensation will not be payable where any change or cancellation plans result from "force majeure". Except where otherwise expressly stated in these Conditions, the Owner shall not be liable for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owner to properly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of the Owner (referred to as "force majeure" in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) the Owner will refund all monies paid to the Owner by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by the Owner to you.

20. In the event of non-acceptance of the accommodation this will be treated as a cancellation.

21. The owners reserve the right to cancel reservations in the event of untrue statements by guests or if there are reasonable grounds for believing that they would be a nuisance or would cause damage. In this event condition 20 will apply.

### **Guests Vehicles, Parking, Baggage and Belongings**

22. The owners do not accept any responsibility for loss or damage to guest's baggage and belongings.

23. Guests are requested to park in the designated areas.

24. All vehicles and contents are left at the owner's risk.

### **Breakages and Damage**

25. Guests are requested to bring to the proprietors attention as soon as practicable any breakages or damage for repair/replacement. Guests may be held responsible for reasonable costs in repair/replacement of any damage, breakages or loss not due to reasonable wear and tear.

26. The Client and his party shall take all reasonable care of the property and its furnishings and effects and agrees to leave the property in the same condition of cleanliness and tidiness as at the commencement of hire. The Client must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act which may be a nuisance or annoyance to the owner or other neighbouring property. Any exceptional costs may be charged to the client. **DAMAGE** In the event of breakage or damage to the property and/or its contents caused by the Client or any member of the Client's party, full payment is required for the actual cost of replacement or repair. If an additional deposit is kept as an inventory and cleaning deposit this will be repaid in full within 14 days following departure, if no breakage or damage occurs and only if the accommodation is left in a clean and tidy condition.

**PROVISION OF OTHER SERVICES** The Owner will, as an extra service to the Client, suggest third parties to the Client (for example, for beauty therapy services, provision of catering, cycle hire, canoe hire, etc). The Owner accepts no liability whatsoever for these services/goods provided. The Client must book directly with third parties and the Client accepts full responsibility and liability if a third party is present at the property. The Owner must also give written permission in advance.

### **Complaints Procedure**

27. The proprietors aim is that you should enjoy your stay at Holestone Moor Barns holiday cottages in comfortable and well-appointed accommodation. In the unlikely event that you should have reason for complaint, the proprietors undertake to take all reasonable steps to rectify the reason for the complaint or reach a mutually amicable solution.

### **Liability**

Visitors are asked to take care at all times while on our property and out and about on our grounds. Parents in particular are asked to ensure that children are safe, accompanied by a responsible adult and not left unattended. We do not accept responsibility or liability for injury or damage to and loss of guests property, cars and contents and you agree to indemnify and hold us harmless from and against all actions, claims, costs and proceedings (including reasonable legal fees incurred in defending the same) arising from your acts or omissions (and those in your party) while on our property. In the event of guest misbehaviour or other necessary cause, we reserve the right to terminate the let without any refund of letting monies.

### **Revisions of terms**

28. Terms and conditions are subject to revision by the proprietors without prior notice.