

FULL TERMS AND CONDITIONS OF BOOKING
For Abbots House Bunkbarn, Abbot's Cottage and Abbot's House 'Rosedene'

**WHEN YOU MAKE A RESERVATION REQUEST WITH ABBOTS HOUSE FARM
(WHETHER BY EMAIL, TELEPHONE OR POST), THESE CONDITIONS ARE DEEMED TO
HAVE BEEN ACCEPTED BY YOU.**

These conditions are subject to variation from time to time.

1. DEFINITIONS

- 1.1) **"Additional Fees"** means any fees payable by the Holidaymaker other than the Rental Charge and Booking Fee, which may include (but not limited to) card handling fees, insurance costs, heating supplements, pet charges and linen charges.
- 1.2) **"Owner"** is the owner(s) of Abbot's House Farm and its properties.
- 1.3) **"Booking"** means the reservation of the Property by the Holidaymaker.
- 1.4) **"Booking Conditions"** means these terms and conditions.
- 1.6) **"Deposit"** means £50 in the case of the Bunkbarn and £50 in the case of the holiday apartment.
- 1.7) **"Holidaymaker"** means the person or persons making the Booking.
- 1.8) **"Holiday Confirmation"** means the confirmation of the Booking issued by the owner to the Holidaymaker (by email and/or post) once the Initial Payment has been processed.
- 1.9) **"Initial Payment"** means the payment of the Booking Fee, the Deposit and any applicable Additional Fees.
- 1.10) **"Property"** means the accommodation for which a Booking is made.
- 1.11) **"Property Owner"** means Abbots House Farm
- 1.12) **"Rental Charge"** means the total rental charge payable in respect of the Booking.
- 1.13) **"Reservation Request"** means a request to make a Booking in the form of a completed holiday booking form (whether submitted via the post, email, website or otherwise) or a telephone booking.
- 1.14) **"Short Break"** means a holiday of duration of less than seven nights.

2. ROLE OF ABBOT'S HOUSE FARM

- 2.1) Abbot's House Farm reserves the right to refuse any Booking.
- 2.2) Once the Initial Payment has been made and a Holiday Confirmation has been issued by us, a legally binding contract shall exist between the Holidaymaker and Abbot's House Farm pursuant to which we will make the Property available for the period set out in the Booking.
- 2.3) The contract shall be subject to these Booking Conditions and any other special conditions made known to the Holidaymaker at the time of the Booking.

3. BOOKINGS AND PAYMENT

- 3.1) Following receipt of a Reservation, Abbot's House Farm shall check the availability of the Property. If the Property is available for the Holiday, the property will be reserved for the holiday maker.

3.2) Upon reservation of the Property in accordance with clause 3.1, the Holidaymaker must make the deposit to Abbot's House Farm within 7 (seven) unless advised otherwise. If payment is not received, the reservation will be cancelled.

3.3) Upon receipt of the Initial Payment, Abbot's House Farm will issue a Holiday Confirmation to complete the Booking.

3.4) The balance of the Rental Charge (if any) must be paid by the Holidaymaker to the owner no later than four (4) weeks prior to the commencement of the holiday (the owner will inform the Holidaymaker of the due date at the time of the Booking).

3.5) Where the owner has not received the balance by the due date, an overdue reminder letter will be issued to the Holidaymaker and a charge of £20 will be added to the balance due. If the balance is not received within four (4) days of that reminder, the owner reserves the right to treat the Booking as cancelled by the Holidaymaker and clause 5 shall apply and the Holidaymaker shall have no claim against the owner or the owner for compensation or reimbursement whatsoever.

3.6) The prices stated in Abbot's House Farm's website and brochure are cash prices in pounds sterling. Any charges raised against the owner by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to the owner within seven (7) days of the owner's request to do so.

3.7) All payments must be made in pounds sterling.

3.8) The owner reserves the right to correct any error in advertised and/or confirmed prices.

3.9) Abbot's House Farm charges a good housekeeping/damage bond of £100. This will be refunded in total if all the conditions in this document are met. (See 'responsibilities of the holiday maker'.) Abbot's House Farm reserves the right to levy additional charges where damage and excessive cleaning requirements exceeds this value. The holidaymaker will be notified either by phone or in writing if this is the case.

4. BOOKING DETAILS

Immediately upon receipt of the Holiday Confirmation from the owner, the Holidaymaker should check the details and notify the owner of any mistakes/errors made by the owner as soon as possible and in any event within seven (7) days; no changes can be made to the Booking after this time. The owner reserves the right to charge a holiday booking amendment fee to administer/correct any error by the Holidaymaker.

5. CANCELLATION BY THE HOLIDAYMAKER

5.1) The Holidaymaker should notify the owner immediately in writing if he/she wishes to cancel the Booking. The cancellation only takes effect when the owner has received written confirmation from the Holidaymaker. If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance **shall remain payable** notwithstanding cancellation.

5.2) No refunds will be given on the cancellation of a Booking by the Holidaymaker. The Holidaymaker should take out their own holiday insurance to cover such events.

6. OTHER CANCELLATIONS

6.1) In the event of the owner being unable to arrange the holiday accommodation requested by the Holidaymaker, or if the Property becomes unavailable for whatever reason, the owner will endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard nearby.

6.2) If the Holidaymaker has paid any money in respect of a Property and that Property subsequently becomes unavailable, the owner shall refund monies paid, in the event of being unable to meet condition (1) above.

6.3) The owner is not liable for any costs associated with alternative accommodation, which must be paid by the Holidaymaker.

6.4) Save as set out above, the owner shall have no liability for the cancellation or alteration of a Booking.

7. BROCHURE ACCURACY

7.1) The property details described in the owner's brochure were correct at the time of printing, as far as was known at the time of publication.

7.2) Upon becoming aware of any material inaccuracies in any published description of the Property or material changes to the Property, the owner shall endeavour to correct them in future publications and inform the Holidaymaker. The owner may, in its sole and absolute discretion, offer the Holidaymaker the option to treat the change as a Cancellation Event and clause 6 shall apply accordingly.

7.3) The owner cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the brochure or web pages.

8. INSURANCE

It is advisable for the holiday maker to arrange their own holiday insurance to cover all aspects of cancellation, damage and losses incurred to the owners in the event of any incident occurring so caused by the holidaymaker as to cause financial and personal loss (to the owner) in the carrying out of their business.

9. RESPONSIBILITIES OF THE HOLIDAYMAKER

9.1) During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes (for the benefit of the owner) as follows:

9.1.1) that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation;

9.1.2) that the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party;

9.1.3) to show **due consideration** for other parties (to include, but not be limited to, refraining from abuses of the Property and/or dangerous, offensive or rude behaviour to the Property Owner, his representative or any third parties such as neighbours and other persons using the property at the time of occupancy.

9.1.4) to allow the Property Owner or his representative access to the Property at any reasonable time during the period of the holiday;

9.1.5) to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. The Property Owner **reserves the right to levy an additional charge** for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss;

9.1.6) to report as soon as possible to the Property Owner (or his representative) any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Property Owner with the cost of replacement. The Property Owner reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;

9.1.7) to arrive after 3 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner and/or the Holiday Confirmation states otherwise and in the case of the bunkbarn to arrive after 5pm on the arrival day.

9.1.8) not (without the express permission of the Property Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property; and

9.1.9) to notify all other members of the Holidaymaker's party of these undertakings.

9.2) In the event of a breach of any of the undertakings set out in clause 9.1 Abbot's House Farm can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

10. PETS

10.1) Pets are only allowed on parts of the property that are advertised as allowing pets. If a Holidaymaker takes a pet to a Property that does not allow them, (specifically the bunkbarn) or exceeds the stated number/size of pet, the Property Owner can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

10.2) The Holidaymaker is liable for all damage caused by his/her pets. The Holidaymaker should remove all traces (inside and out) from the Property of pet occupation before final departure. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy. The Holidaymaker must not allow pets on beds or furniture within the Property and **pets must not be left alone in the Property at any time**. If the Holidaymaker breaches this clause the Property Owner may notify the Holidaymaker of the breach and if the Holidaymaker continues to breach this clause the Property Owner (or his representative) may make the Holidaymaker leave the Property before the end of the Holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

11. LIABILITY

11.1) The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at the Property entirely at their own risk.

11.2) Abbot's House Farm shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is caused by the negligence or wilful default of the owner.

11.3) No representative, owner or sales person (whether employed by the owner or not):

11.3.1) has authority to vary, amend or waive any of these Booking Conditions and no amendment or addition to any of these Booking Conditions shall be deemed to have been accepted unless accepted in writing by a senior manager of the owner; and/or

11.3.2) has authority to make any verbal representations or provide additional information over and above information contained in the owner's brochures and website. The owner cannot accept responsibility and give no warranty in respect of information or representations not contained in these Booking Conditions, the owner's brochures and/or the owner's website.

12. COMMUNICATION AND INFORMATION

12.1) For the purpose of the Data Protection Act 1998, all personal and other information and details collected by the owner in the course of its business, belong to the owner and will not be disclosed to any third party except to the Property Owner (and/or his representatives) in connection with a Booking.

12.4) Telephone calls between the owner and the Holidaymaker may be monitored or recorded by the owner for training and quality control purposes.

13. COMPLAINTS

13.1) In the unlikely event the Holidaymaker may have cause for dissatisfaction, the Holidaymaker should contact Abbot's House Farm as soon as possible. All complaints from Holidaymakers seriously and will be resolved as soon as practically possible. Complaints will be dealt with at the time of occupancy; complaints made after the occupancy period will not be seen as valid, as the holidaymaker will have deemed to have accepted the property and its purported deficiencies for the duration of the stay, unless serious personal injury or loss of life is incurred.

13.2) This clause 13 is without prejudice to any cause of action the Holidaymaker may have against the Property Owner.

14. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by the owner or the Property Owner, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the owner or the Property Owner are prevented or affected, by any event which the owner or the Property Owner could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions closure of international borders, disease, none availability of transport services, interruption to services/utilities and all similar events outside the control of the owner or the Property Owner.

16. LAW AND JURISDICTION

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.