

Barn Owl Cottage - Terms and Conditions of Booking

1. Bookings

1.1 Your booking must be sent to us with your deposit of one-third of the total holiday letting fee, unless your booking is less than 6 weeks before the start of your holiday then full payment is required. COMPLETION OF THIS FORM AND ITS SUBMISSION DOES NOT CONSTITUTE A BOOKING UNTIL (A) YOU HAVE RECEIVED A CONFIRMATION FORM FROM US AND (B) WE HAVE PROCESSED AND CLEARED PAYMENT FROM YOU BY CHEQUE.

The balance of the letting fee must be received by us, no later than six weeks before the beginning of your holiday. If the booking is cancelled 10 weeks before the start of the holiday the full deposit will be refunded. If cancellation is between ten and six weeks of the start of the holiday 50% of the deposit will be refunded. Less than 6 weeks before the start of the holiday the deposit will not be refunded.

2. Occupying the property

2.1 Barn Owl Cottage is available for occupation from 3 p.m. on the first day of your holiday and must be vacated by 10 a.m. on the last day. Occupations is for yourself and the members of your party as named on the booking form only (no-one else) for holiday purposes only. No one other than those on the signed Booking Form may sleep at the property. Failure to observe these rules is likely to be a serious breach of these Terms and Conditions (see Condition 7). You may not sub-let the property.

3. Damage Deposit

3.1 You must leave the property clean and in good order as you found it. You will be responsible for any breakages. A claim may be made from the Damage Deposit for the cost of remedying any breach of these obligations together with the cost of any service or goods provided to or for you and for which you have not paid.

3.2 The damage deposit cheque will be returned if a SAE has been provided, otherwise it will be destroyed following the end of the letting unless a claim in accordance with 3.1 is being made. In this case your cheque will be banked and the balance after any deductions will be sent to you in due course, once the final amounts owing has been established.

4. Complaints, difficulties and maintenance

4.1 If you have any difficulties during your stay or maintenance is required, please immediately notify the owners who live onsite at Fossey Barns.

5. Unavailability of the property

5.1 The booking may be cancelled if Barn Owl Cottage becomes unavailable for reasons beyond the owner's reasonable control. Examples of such reason (although these are not exhaustive) may include flooding, fire, and other significant damage to the property or failure of utility services to the property. If this happens you will be fully reimbursed any sums you have paid but there shall be no other liability to you.

6. Our liability to you

6.1 We will not be liable for any loss or damage suffered by you or any member of your party or to your or their property, except where such loss or damage is due to our negligence. If we are negligent, our liability to you will be limited to the loss or damage, which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from our negligence, the total liability of us to you in respect of any breach of these Our Terms and Conditions or tort or other act or omission by us in connection with this contract shall be limited in the aggregate to the price agreed to be paid by you for the right to use the property for the period agreed.

6.2 Where you are a customer acting in the course of a business, this Condition 7.2 shall apply instead of Condition 7.1. We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the property for the period agreed.

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7. Termination of your holiday

7.1 If you commit a serious breach of these, Our Terms and Conditions, we have the right to terminate your booking and, if you are already at the property, may require you to vacate it at once. A serious breach of these Terms and Conditions may include failure to comply with rules of the house or health and safety advice or circumstances where your behaviour, or that of your guests, is likely to have a significant adverse effect upon those staying or living nearby the property. We will always try to act reasonably and will usually give a warning but if, in our reasonable judgement, you or your guests' behaviour has made the possibility of your stay continuing untenable, you may be asked to leave immediately. No refund of the fees you have paid will be returnable to you.

8. Cancellation insurance

8.1 It is advised that Cancellation Insurance is arranged in order that all persons are covered in respect of death, serious illness, or accident (including of/to relatives, close business associates), redundancy, summons for jury service and various other domestic disasters.

8.2 In the event of a cancellation we will make reasonable efforts to re-let the property (as we do with all cancellations) and if we succeed you will receive a refund. The refund will be the sum recovered by us through re-letting less any outstanding balance on your booking.

8.3 However, if we are unsuccessful in re-letting, you will be liable for the full cost of the letting. In any event, the balance of any monies due must be paid to us six weeks before the start of the holiday in the usual way.

9 Miscellaneous

9.1 These Our Terms and Conditions override and supersede all previous versions.

9.2 In the event of any inconsistency between these Our Terms and Conditions and any of our other literature, whether in our flyer or on our website or otherwise, the provisions of these Our Terms and Conditions will prevail.

9.3 When you book your holiday with us, we collect personal information such as your name, e-mail address, home address and telephone number. This allows the property to be reserved for you.

9.4 If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances or enforcement of this agreement.

9.5 The agreements between you and us are subject to English law and to the exclusive jurisdiction of the English courts