

Booking Contract

General

These terms and conditions (the Booking Contract) are between and shall bind the property owner and the holidaymaker who books our property (the Property) References to 'you' or 'your' are references to the person making the booking and all members of the holiday party.

Any booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of you agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual UK statutory rights.

1. The Owners shall grant the Holidaymaker, whose booking has been confirmed, the right to occupy The Mill for holiday use only, for the period specified and that no right to remain in the accommodation exists for the Holidaymaker or anyone in the Holidaymaker's party.
2. Bookings should be made initially by e-mail or telephone and your dates will then be placed on hold for five working days. Please then complete the booking form and pay the booking deposit, which is 30% of the cost. (Or the full amount if the booking is less than ten weeks away). Once we have received your payment and booking form we will confirm your booking. The final balance and damage deposit is due in accordance with the schedule set out on page 1. Where a booking is not confirmed within five working days it may be made available to someone else.
3. The Holidaymaker is responsible for the safekeeping of the owners contents during the period booked. Any breakage or damage to such contents or the structure of the building must be reported promptly to the Owner who will be entitled to recover from the Occupier the cost of any repair or replacement needed due to the occupiers act or default. A £1000 fully refundable

damage deposit will be held as security and then refunded back to you within seven working days of your departure date.

4. The Holidaymakers are required to permit the Owner reasonable access to the property for any repairs necessary.

5. In order to keep the grounds and facilities at the high standard for our Guests it may occasionally be necessary for the owners to carry out various Works during the course of your stay. These Works include, watering of flowers, plants etc, pruning and mowing of the lawns etc.

6. The Owners shall not be liable to the Holidaymaker or any member of the Holidaymaker's party for any personal injury or loss or damage to their property however caused or sustained notwithstanding that such personal injury or loss or damage may be caused by the negligence, default, wilful act or omission of the Owners.

7. The Holidaymaker agrees not to exceed the maximum number of persons allowed to stay in the property unless agreed in writing with the Owner. (A maximum of 10 people plus 1 baby/toddler, and he/she sleeps in a travel cot/uses a high chair). **Stag and Hen parties are not allowed unless, under special circumstances, it is agreed in writing with the Owner.**

8. We require at least 10 week's notice of any cancellation and where this is the case, your booking deposit will be refunded less 50% with a minimum of £400. However, should you cancel your booking ten weeks or less before arrival no refund will be given unless the property is re-let. You are advised to take full holiday insurance cover.

9. We reserve the right to refuse any booking application, or to refuse or terminate accommodation at our absolute discretion.

10. The Owners cannot be liable in the event that the accommodation or advertised facilities shall not be available due to circumstances beyond their control. If the property becomes unavailable due to damage or other problems, you will be refunded in full. The hirer shall have no further claim against the owner.
11. The cottage is available from 4pm on the day of arrival, (latest check-in 9pm) and must be vacated by 10am on the day of departure.
12. Whilst every effort is made to ensure that all aspects of the property remain as advertised we accept no liability for items outside our control e.g. power cuts, drought, or for loss or injury to persons or property whilst on the premises.
13. Strict no-smoking policy inside the cottage.
14. Animals are not permitted in the cottage at any time.
15. Your accommodation will be thoroughly cleaned before your arrival. As a limited amount of time is available to clean between holidays, please help us to maintain our standards by leaving your accommodation and its contents in a clean and tidy condition. Cleaning is not provided during your holiday.
16. Parents are held responsible for their children's safety and behaviour at all times.
17. If you encounter any problems whilst you are on holiday, please let us know so that remedial action, where possible, can be taken.

18. It is forbidden for unauthorised or undeclared visitors to stay in your accommodation, as this nullifies the insurance in the case of an accident.

19. All distances given are approximate, and for guidance only.

20. The provision of wi-fi is limited to fair use of the broadband connection. Downloading of illegal or copyrighted material is forbidden. We cannot guarantee wi-fi service in the case of outages outside our control or unforeseen circumstance. Guests should provide their own virus protection on their equipment and children should be supervised using the internet.

21. There may be a change to the normal start day for Christmas and New Year bookings to fall in line with the days of the week on which these holidays fall. 22. There is space for six cars which should be parked in the car parking area and a shared driveway with the owners who live on the grounds.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property. If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent. If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This booking contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you in relation to the Booking and shall supersede any previous agreements, arrangements, or discussions between you and us, whether oral or in

writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire explosion and accident.