

BOOKING CONDITIONS

PARWICH LEES HOLIDAY COTTAGES



In these Conditions of Hire "we" "us" "our" means Mike and Jane Gerard-Pearse of Parwich Lees, Alsop en le Dale, Ashbourne, Derbyshire DE6 1QN – the owners of the properties.

"the Hirer" means the person or persons whose name or names appear on the Booking Form

"the Booking Form" shall mean the booking form as sent to the hirer by post or email or completed by the owner over the telephone.

"the Premises" means Redstart, Wheatear and /or Curlew Cottages including yard and garden.

"the Furniture" means the fixtures fittings furniture and effects set out in the inventory held by us which sets out the individual items and their present condition.

"occupancy" each of the cottages is offered only on the understanding that no more than the maximum number of people indicated in the brochure/web-site shall use it.

"Services" the service provided to the Hirer by us under the terms of these conditions.

1. Once the Hirer has undertaken a booking, then it is deemed that he/she and the remainder of the group agree to abide by the conditions laid out in this document entitled "Booking Conditions".

2. The Hirer takes the Premises and agrees to pay to us the Rent in accordance with the provisions of the Booking Form and these Conditions of Hire otherwise we shall be free to cancel the booking, by giving notice to the Hirer and to retain all monies paid by the Hirer and re-let the Premises and to claim all losses and expenses incurred (including the loss of rent commission and otherwise) incurred by us, from the Hirer. Once the booking is received the clients are liable for payment of the balance of the rent.

3.1 We will release the keys of the Premises to the Hirer at the start of the holiday on payment of the Rent in accordance with the Booking Form.

3.2 In order that Premises can be thoroughly inspected between lets, holidays commence at 3.00 pm on arrival day and terminate at 10.00 am on departure day. In certain circumstances this can be amended – please contact us on 01335 390 625 to discuss any requests for alterations in arrival/departure times.

4. The Hirer will:

(i) not make any alterations or additions to the Premises the decorations Furniture, nor deface the Premises, and will keep and leave the premises and the Furniture clean and tidy and in the same state of repair and condition as they are in on the day the Hirer takes up occupation, and not remove any of the Furniture from its position in the Premises. (See also section on PETS below and our Pet Policy)

(ii) not do anything on the Premises which may be or tend to be a nuisance annoyance or cause damage to the owners or occupiers of any neighbouring or adjoining property;

(iii) use the Premises for the purpose only of a private holiday residence for the number of persons indicated in this brochure and we reserve the right to withhold and/or withdraw the keys of the Premises if such number is exceeded. The Hirer will not assign sub let or part with or share possession of the Premises or any part of them under any circumstances whatsoever;

(iv) permit us or the Owner or our representatives to have Access to the Premises at all reasonable times;

(v) deliver to us all the keys of the Premises or replace them in the location that they were found at the beginning of the holiday, on the last day of the holiday mentioned in the Booking Form. In the event of any failure by the Hirer to do so, the Hirer is liable to us for payment on demand of the full cost of any replacement keys and/or locks to the Premises.

BOOKING CONDITIONS

PARWICH LEES HOLIDAY COTTAGES



(vi) upon us or our representatives being called upon by the Hirer to provide entry to the Premises, as a result of the Hirer having left the keys inside the Premises or elsewhere or having lost the keys off the Premises, the Hirer will be required to pay all charges and costs incurred and there will be a possible charge of £40.00 per call out together with the cost of any replacement keys and/or locks where the Hirer hereby agrees to pay on demand by the Owner.

5. If due to circumstances beyond our control we find it necessary to alter or cancel the reservation of the Premises by the Hirer we shall, upon becoming aware of the circumstances, inform the Hirer of the alteration or cancellation and

(i) endeavour to arrange and offer to the Hirer alternative accommodation of a similar type and standard and in a similar location as that reserved by the Hirer subject to our right to charge the Hirer any difference in price.

(ii) if the alternative accommodation is not available to the Hirer or it is not reasonably practical for us to arrange alternative accommodation or if the Hirer states in writing that the alternative accommodation offered by us is unacceptable to him within 10 days of our offering such accommodation, we shall refund in full all monies paid to the Hirer and shall not be under any further liability to the Hirer.

6. Notice of cancellation must be given by the Hirer to us in writing by recorded delivery post to our address above. If the cancellation is made prior to 8 weeks before the holiday starts a full refund will be given; if 4 weeks before the start of the holiday 50% refund will be given; 2 weeks before a 25% refund will be given; less than 2 weeks before the start of the holiday – no refund will be given.

7. It is agreed by us and the Hirer:

(i) That the Premises are to be occupied by the Hirer for a holiday home as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the Hirer acknowledges that the tenancy granted by this Agreement is not an Assured Tenancy and that no statutory periodic tenancy will arise on the determination of the Term.

8. Whilst every effort is made to ensure the accuracy of the information given either orally or written and all representations are made in good faith, no such representations will create any liability on our part.

9. Price Changes. We reserve the right to amend prices quoted in the brochure/web-site due to errors or omissions, or changes in the VAT rate.

10. Brochure Descriptions. Some of the information in our descriptions details factors outside the premises such as shops, public houses, churches. Closure of such premises and other changes to external facilities are outside our control and therefore these details cannot be relied upon absolutely. Bookings are accepted on the understanding that you have read the description in the brochure or on the current website.

11. Changing a Booking. Once a booking has been accepted by us the booking can be considered to be changed to another date/Premises providing the new dates are available and the appropriate charge applied. In either event an administration charge of £25 may be levied.

We reserve the right to refuse or curtail any booking which appears (via the booking form, or from other information received) not to meet the requirement, either by numbers in the party or composition. We also reserve the right to make any booking subject to deposit/returnable bond being received against inventory and cleaning, refundable after the holiday, less any damaged or missing items and less any other than normal cleaning being necessary by us. Returnable bond of £100 (with the final balance payment) is usually taken for all Christmas and New Year bookings and Hen and Stag parties. It is refunded within two weeks after the end of the holiday period, if everything is left in a the condition in which it was found. Please note your holiday is not confirmed until you have received written confirmation from us and we reserve the right to refuse any booking before we have issued the written holiday confirmation.

BOOKING CONDITIONS

PARWICH LEES HOLIDAY COTTAGES



12. These Conditions of Hire supersede all previous issues.

13. PETS. There is a charge of £12 for each pet for each week or part thereof. Pets stay on the express condition that pet owners are responsible for any extra cleaning that may be required in the cottages or the grounds. An additional charge can be levied by the owners, after the departure date, if extra cleaning has been required. Pets must not under any circumstances be allowed on any soft furnishings or beds; pets must have their own blankets to protect the floor coverings at all times; pets, including breed information, must be booked in on the booking form; pets must not cause any annoyance, become a nuisance or intimidate occupants of adjoining cottages; pets are only to be left in the cottage if they are fully house trained, are prevented from climbing on any furniture and will not cause damage to the property whatsoever; owners must never allow dogs to defecate in the grounds where children may play; owners must always clean up after their dogs.

14. If any clause contained in these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other clauses and the remainder of the clause shall not be affected.

14.1 Except in respect of death or personal injury caused by our negligence or our employee or agents, we shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract between us, for any indirect, special or consequential loss or damage, loss of profit, costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees or agents or otherwise) which arise out of or in connection with the supply of the Services and our entire liability under or in connection with the contract between us shall not exceed the price of the Services.

14.2 We shall not be liable to the Hirer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control.

14.3 Data Protection – We agree not to pass on your details to any third party except with your prior written consent.

15 Law

15.1 The laws of England shall govern the contract made between us, and the Hirer agrees to submit to the exclusive jurisdiction of the English courts.

16. Waiver

16.1 No waiver by us of any breach by the Hirer of any provision shall be deemed to be a waiver of any subsequent breach of that provision or any breach of any other provision.

16.2 Rental Prices may be subject to change and uplift.

17. Smoking Policy. The benefits of a No Smoking Environment are well known, therefore no smoking is allowed inside any of the cottages.