

## **BOOKING TERMS AND CONDITIONS**

PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A RESERVATION REQUEST WITH US (WHETHER BY EMAIL, TELEPHONE OR POST), THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.

### **1. DEFINITIONS**

1.1) "Additional Fees" means any fees payable by the Holidaymaker other than the Rental Charge including (but not limited to) card handling fees, insurance costs, heating supplements, pet charges and linen charges.

1.2) "Booking" means the reservation of the Property by the Holidaymaker.

1.3) "Booking Conditions" means these terms and conditions.

1.4) "Deposit" means:

(a) 30% of the Rental Charge; or

(b) if the holiday is due to commence within six weeks of the date of a Reservation Request, 100% of the Rental Charge

1.5) "Holidaymaker" means the person or persons making the Booking.

1.6) "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.

1.7) "Initial Payment" means the payment of the Deposit and any applicable Additional Fees.

1.8) "Property" means the accommodation for which a Booking is made.

1.9) "Owner" means the owner of the Property.

1.10) "Rental Charge" means the total rental charge payable in respect of the Booking.

1.11) "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.

1.12) "Short Break" means a holiday for a duration of less than seven nights.

### **2. ROLE OF THE OWNER**

2.1) The Owner owns and manages the Property but reserves the right to refuse any Booking.

2.2) Once the Initial Payment has been made and a Holiday Confirmation has been issued, a legally binding contract shall exist between the Holidaymaker and the Owner pursuant to which the Owner 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 Request the Owner shall check the availability of the Property. If the Property is available for the Holiday, the Owner shall reserve the Property.

3.2) If the Reservation Request is for a period outside the current letting period, the Owner is unable to make a Booking. In such an event, the Owner may offer the Holidaymaker the opportunity to make a provisional reservation; the cost of which is £35 and is fully refundable. The effect of a provisional reservation is that the Owner will notify the Holidaymaker if and when the Property becomes available for Bookings and the Owner shall not make a Booking for the Property for the relevant period without first offering the opportunity to the Holidaymaker (such offer will be on the then current terms meaning the price may have increased from the time the provisional reservation was made). The Holidaymaker may cancel a provisional reservation at any time and upon doing so the £35 will be refunded. If the Owner withdraws the Property or the Holidaymaker does not make a booking when offered the opportunity to do so, the provisional reservation shall be deemed to be cancelled and the £35 shall be refunded.

3.3) Upon receipt of the Initial Payment, the Owner 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 six (6) weeks prior to the commencement of the holiday (the Owner shall endeavour to 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 £10 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 for compensation or reimbursement whatsoever.

3.6) The prices stated on the Owner's website and in the Owner's brochure are cash prices in pounds sterling. The Owner incurs charges from credit card companies when the Holidaymaker pays by credit card, and therefore a £7.50 charge will be made for each credit card transaction. 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) Please note the Owner may charge a good housekeeping bond (as mentioned in the individual Property details). The Owner shall liaise directly with the Holidaymaker to collect and (if appropriate) return this bond.

3.10) Rental Charges in respect of Properties outside the UK are based on exchange rates at the date on which they are set. If changes in exchange rates result in an effective increase in excess of 5% of the Rental Charge the Owner reserves the right to charge a surcharge, for which an invoice shall be issued to the Holidaymaker. The surcharge must be paid with the balance of the Rental Charge or within fourteen (14) days of the date of the surcharge invoice, whichever is the later.

3.11) A surcharge will not be levied within fourteen (14) days of the commencement of the holiday.

#### 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.

#### 6. OTHER CANCELLATIONS

6.1) If the Holidaymaker has paid any money in respect of a Property and that Property subsequently becomes unavailable, the Owner shall provide a refund to the Holidaymaker of all monies paid by the Holidaymaker.

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

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

#### 7. MARKETING ACCURACY

7.1) To the best of the Owner's knowledge the details relating to the Property described in any marketing material were correct at the time of publishing.

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 any marketing material.

#### 8. INSURANCE

For the avoidance of doubt, the Booking does not include any type of holiday insurance cover.

To minimise the financial risks associated with going on holiday it is strongly recommended that the Holidaymaker arranges travel insurance that matches their needs when booking the holiday.

## 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 Owner, his representative or any third parties such as neighbours);

9.1.4) to allow the 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 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 Owner (or his representative) any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Owner with the cost of replacement. The 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 Owner and/or the Holiday Confirmation states otherwise;

9.1.8) not (without the express permission of the 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 the Owner (or his representative) 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 at Properties that are advertised as allowing a pet/pets. If a Holidaymaker takes a pet to a Property that does not allow them, or exceeds the stated number/size of pet, the Owner (or his representative) 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 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 Owner (or his representative) may notify the Holidaymaker of the breach and if the Holidaymaker continues to breach this clause the 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.

10.3) Without prejudice to clause 10.2 above. Registered assistance dogs are allowed in all properties featured on our website or in our brochure, even where the property description states that pets are not allowed. The Holidaymaker must notify the Owner of the intended presence of any assistance dogs prior to booking. Customers with allergies should be aware that we cannot guarantee that an assistance dog has not stayed in a chosen property recently. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present.

## 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) The Owner 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, agent 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.

12.2) Provided the Holidaymaker has not told the Owner otherwise, the Owner may use the Holidaymaker's personal information for marketing the Owner's services.

12.3) If the Holidaymaker or other individual wishes to be removed from the Owner's marketing lists, they should contact the Owner by phone on 01889 568105 or by email at [info@darfish.co.uk](mailto:info@darfish.co.uk)

### 13. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by the 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 are prevented or affected, by any event which the 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.

### 15. HOLIDAYS OUTSIDE THE UK

In the event that the Property is outside the UK, the Owner may be able to provide travel booking services. The provision of such services will be subject to further terms and conditions, copies of which shall be available on request.

### 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.

1<sup>st</sup> October 2014