

Terms & Conditions

1. Contract of Hire

The Contract of Hire is not effective until the Owners of Daisy's Cottage (Richard Kennedy and Nicola Haberland) dispatches to you, the hirer of the property ("the Hirer") written confirmation of the booking.

The Owners do not accept bookings from Hirers under the age of 18. We reserve the right to refuse bookings solely at our discretion. Once the hire is confirmed, this Contract of Hire of a property shall be a contract between the Hirer and the Owner. The Hirer may not assign or transfer the Contract of Hire to any other person without the prior written consent of the owners. The Contract of Hire is a license to the Hirer or their guests to stay in the property during the specified hire period. The Hirer or their guests have no right to remain in the property after the period of hire and shall not be entitled to any statutory security of tenure. By making a booking you agree that we may store and use your information as required to complete your booking and allow you to stay at Daisy's Cottage.

2. Initial Payment

Bookings will only be confirmed upon receipt by the owners of the required deposit payment, which is 25% of the cost of the hire of the property ("the Deposit"). The Deposit is non-refundable. If a booking is made within 8 weeks of the holiday commencement date, the full accommodation rental will be required before the booking will be confirmed.

3. Balance Payment

The balance of the cost of the hire of the property will be due for payment no less than 8 weeks before the holiday commencement date. The hire may be cancelled where full payment in cleared funds has not been received 28 days before the holiday commencement date. The Deposit is non-refundable.

4. Security Deposit

An additional sum of £100.00 to cover any accidental damage will be required when final payment is made, however this deposit is fully refundable 1 week after the end of your stay. The Owners reserve the right to charge for any breakages or damage

caused during your stay. If this unfortunately is the case we will return the balance remaining of your damage deposit as appropriate following the hire, if:

- excess cleaning of the property is required;
- excess rubbish or recycling has to be removed from the property;
- damage has been caused to the property or its contents during the hire period; or
- these Booking Conditions otherwise specify that an additional payment is required from the security deposit

Should the sum of any excess charges, or other costs due from the security deposit exceed the amount of the security deposit the balance will be payable immediately on demand.

5. Damage

All damages and breakages that occur during the hire period are the legal responsibility of the Hirer and should be notified to the Owners before the end of the hire period. These costs are charged to the security deposit. Any damage and breakages that are discovered at the end of the hire period will be deemed to have been caused during the hire period unless the Hirer has notified the Owner of the damage when arriving at the property.

6. Confirmation of Booking

Once the Owners have issued a Confirmation of Booking/invoice, the Hirer is responsible for the total price of the hire of the property for the hire period and any extras as shown on the confirmation.

Any amendments to an existing booking are not effective until acceptance in writing is dispatched to the Hirer by the Owners and any additional funds are paid to the Owners in cleared funds.

7. Booking Cancellation

The Hirer must inform the Owners immediately if they wish to cancel their booking. If the Hirer cancels their booking more than 8 weeks before the commencement date, the Deposit will not be refundable, but the balance of the cost of the hire will be refunded if already paid. If the Hirer cancels their booking within eight weeks of the

holiday commencement date the Hirer will remain liable for the full cost of the hire of Daisy's Cottage for the holiday period.

8. Holiday Insurance

The Hirer is strongly advised to arrange holiday insurance that includes cover for cancellation and the personal property of the Hirer.

9. Party Numbers

In no circumstances may more than the maximum number of 4 persons occupy Daisy's Cottage. The Owners reserve the right to refuse admittance if this condition is not observed. In addition the Owners reserve the right to refuse or cancel any bookings from parties that may in their opinion and their sole discretion be unsuitable for the property concerned. In the event of such a cancellation, the Owners will refund the cost of hire if already paid. The Hirer must notify the Owners as soon as possible if the number of guests staying at the property will be different from the number specified when the Hirer made the booking. The Hirer must also notify the Owners of the names and ages of the new guests.

10. Hirer's Responsibilities

The Hirer is responsible for the property and is expected to take all reasonable care of it. The Hirer must comply with the following conditions at all times.

- **Cleaning**

Daisy's Cottage is thoroughly cleaned between bookings and we ask you to ensure that Daisy's Cottage and its contents are clean and tidy, all equipment and utensils etc must be clean and put away at the end of the hire period when you depart, i.e. left as you would wish to find them. Please let us know of any damages or breakages so that we can replace or repair for the next visitors.

Should the property be found to require extra cleaning as a result of the condition in which it is left then these additional costs will be charged to the security deposit. The BBQ provided at the Daisy's Cottage must be thoroughly cleaned after use for the enjoyment of future guests.

Please note the usage of all bed linen and towels is included and will be fresh on the first day of occupation. These are only for use inside Daisy's Cottage.

- **Bins & Recycling:**

If the Hirer and their guests generate more refuse than the big bin can accommodate, the excess must be taken away from the property. Glass and plastic bottles cannot be put into any the bin and must be removed from Daisy's Cottage prior to departure (a box is provided in the courtyard to store any glass or plastic bottles, but must be emptied prior to departure).

The housekeeper will only remove one large dust bin full of rubbish which must not contain either glass or plastic.

The house keeper will not empty to glass and plastic container, this must be emptied by the Hirer.

If the above conditions are not complied with, a call out fee of £36 to collect and dispose of any refuse/bottles will be charged to the security deposit.

- **Environmental Considerations:**

The Hirer should at the end of their stay, turn all the lights off, electrical appliances off at the wall and turn down heating thermostats to an economic level.

- **Smoking:** Smoking is not permitted at Daisy's Cottage.
- **Holiday owners property insurance:** Hirers must do nothing to void the holiday owners property insurance policy
- **Neighbours:** Hirers must not cause nuisance to neighbours.

11. Pets

Only 1 dog is permitted to stay at Daisy's cottage and where the Hirer has specified that they wish to bring a pet when providing their booking details. An additional charge will apply, at the rate specified in the booking confirmation details.

Pets are not permitted on furniture or on beds. Every effort must be made to minimize additional mess created by having your pet on holiday and any extra costs incurred as a result of pets will be charged to the security deposit.

Under no circumstances must a pet be left unattended in the property. The Owner accepts no responsibility for pets left unattended and any damage to the property by pets will be charged to the Hirer.

12. Use of the Accommodation & Amenities

The Owners may repossess Daisy's Cottage at any time and terminate the hire of the property, where the Hirer or any member of the Hirer's party has caused excessive damage or is found or reasonably suspected to be conducting themselves in an illegal, offensive or immoral fashion, or are causing a nuisance to other persons. In such circumstances the Hirer shall not be entitled to any refund of the hire price of the property. The Hirer shall permit the Owner to access the property at reasonable times during the holiday for inspection or to carry out maintenance, and the Owner shall retain keys for the property for this purpose.

13. Availability

The Contract of Hire is made on the understanding that Daisy's Cottage will be available and fit for use for the dates stated. In the unlikely event that the property is not available or fit for use through events arising outside the Owners control, then the Hirer's booking may be cancelled or varied. The Hirer will be entitled to a full refund. The Owners shall not be liable to the Hirer for any other costs, expenses, loss, injury or damage whatsoever suffered by the Hirer or their guests as a consequence of cancelling or varying the booking in accordance with this clause.

14. Arrivals and Departures

- Changeover days for full week breaks arrival and departure day is on Friday, arriving 4pm onwards departing the following week on the same day at 10am prompt.
- Weekend breaks are 3 nights – arrive Friday 4pm onwards departing Monday 10am prompt.
- Midweek breaks are 4 nights – arrive Monday 4pm onwards departing Friday 10am prompt.

The Hirer must not arrive early, unless previously arranged, as time is needed to thoroughly clean the property between lets.

The Hirer and their guests must leave Daisy's Cottage by 10am on departure day for the same reason. If housekeepers are delayed due to late departure of the Hirer and their guests there will be a late leaving charge of £25 applied to the security deposit.

- **Key Collection**

The Hirer will be contacted a week prior to the start of the holiday with key instructions and directions for Daisy's Cottage. Keys are collected from a key safe at the property. Keys must be returned to the key safe on the day of departure.

- **Left Luggage**

In the event that something is left behind you in the property, the Hirer should inform the Owners straight away so that the housekeeper can be aware and attempt to locate the missing property for you. The owners will return left items by post on request, but a £15 minimum charge will apply to cover administration, packing & postage.

15. Limitation and Exclusion of Liability

The Owners shall not be under any liability to the Hirer or their guests under this contract or any collateral contract for any direct (in the case of points two and three below only) or indirect loss, costs, expenses, damage, injury or inconvenience howsoever caused arising from this contract;

- the use by the Hirer or its guests of the property or any amenities at the property;
- any events outside of their reasonable control (including but not limited to the breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions or the other's negligence)
- and whether caused by negligence, breach of contract or otherwise.
- We regret that we accept no liability for loss or damage to belongings or for any injury sustained while you are at the cottage.
- The maximum aggregate liability of the Owners to the Hirer or any third party, in respect of this or any other contract, whether arising under any indemnity, for any breach of its obligations under this contract, negligence or otherwise, shall be limited to the price payable by the Hirer for the hire of the property. Nothing in this contract or in any other contract shall exclude or in any way limit the Owner's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent that such liability may not be excluded or limited as a matter of law.

17. Descriptions

All descriptions of Daisy's Cottage are for guidance only, and photographs, maps and floor plans are for illustrative purposes only. Whilst all information provided is provided in good faith, the Owners do not warrant or represent that the descriptions or other information supplied is accurate.

We make every effort to make sure the information we give orally or in writing is accurate, however changes and errors occasionally occur. You must therefore ensure you check all of the Daisy's Cottage details at the time of booking. We shall not be liable for inaccurate information.

18. Governing Law

This contract and any disputes arising from it shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with the contract.

19. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. Complaints Procedure

If the Hirer is unhappy with their booking or the way it has been handled, they should inform the Owners immediately, and they will endeavour to put the matter right as soon as possible.

The Hirer should raise any complaints with the Owners during their stay, as the Owners cannot properly investigate any complaints made at a later time.