

## **BOOKING CONDITIONS**

We are Mandy and Derek Colbourne. ("We", "us" and "our") of 'The Hideaway'. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred.

### **Accuracy of information**

**We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 8.**

#### **1. Our agreement**

These conditions together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations. By making a booking, you agree to be bound by all of them.

Our agreement becomes binding when we issue a confirmation. Please check all details on the confirmation (or any other document issued) immediately on receipt. It may not be possible to make changes to your arrangements later, so you should notify us of any inaccuracies in any documentation within ten days of our sending it out. It may harm your rights if you don't.

#### **2. Payment**

You must make payment in line with the instructions shown on the 'Booking Form'. All deposits are non-refundable. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you.

#### **3. Insurance**

It is a condition of our agreement that you are covered by adequate travel insurance for your arrangements. Such insurance as a minimum must cover your losses sustained as a result of cancellation, medical issues, and repatriation in the event of accident or illness. Your travel insurance should also include cover against any COVID-19 issues or incidents which may affect your booking. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available.

#### **4. Special requests**

Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing/email. Whilst we will try to meet or arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. If we are able to specifically

confirm a special request or requirement, we will do so on our confirmation but where requests or requirements have not been so confirmed in writing on our confirmation, a failure to meet them will not be a breach of contract on our part.

## **5. Disabilities and medical problems**

### COVID 19

You acknowledge that you are choosing to book accommodation at a time where you may be exposed to the COVID-19 virus. You also acknowledge that you must comply with all advice and guidance issued by relevant governments and health authorities. It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. We both agree that you are making your booking in full knowledge that such measures are likely to be a part of your activity and do not amount to significant changes to your booking.

We shall have no liability to you for any refunds, compensation, losses, costs, expenses or damages you incur in connection with the matters described above or if you are unable to make use of all or part of your booking because of these matters. These are risks which you must protect through obtaining comprehensive travel insurance.

### Other health and disability terms

If you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before the confirmation is issued, if possible. Acting reasonably, if we are unable to properly accommodate your needs, we will refund your booking. If you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details.

## **6. The price you pay**

The price of your confirmed arrangements is subject to variations based on any change requests. Price changes may also occur solely as a direct consequence of changes in the level of taxes or fees on your confirmed arrangements imposed by third parties.

### **a) Changes and cancellations by you**

If you wish to change or cancel your booking you should advise us as soon as reasonably practicable by telephone and follow this with confirmation in writing/email. The day of receipt of this confirmation is the day that is deemed as the date of cancellation. In the event of a cancellation, we may (but without any obligation to you) attempt to re-let the accommodation and, if a replacement letting is obtained for your booked full stay, we may refund you any monies paid above the deposit less any handling charge. You are advised to obtain travel insurance to cover any unforeseen circumstances – see clause 3.

We can't guarantee that changes can be met, although we will do our best to assist. Since we incur costs in changing your arrangements, all such changes will be subject to the charges below. Where we are unable to assist with making a requested change and you do not wish to proceed with the original booking, we will treat this as a cancellation by you.

### **b) Charges in the event of a cancellation or change**

Should we be able to relet the accommodation following a cancellation, we may refund, less deposit, the amount obtained from the reletting.

In the event we can meet your requested change, you will have to pay any of our extra costs incurred.

## **7. Changes and cancellation by us**

If we have to make a significant change or cancel your accommodation before arrival, we will inform you without undue delay and, if there is time to do so before departure, we will offer you the choice of the following options: -

- i (for significant changes) agreeing to the changed arrangements,
- ii accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or
- iii accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

## **8. Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond our control which we could not avoid even if all reasonable measures had been taken. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, pandemic or the continuing effects thereof, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather conditions and all similar events outside our control.

## **9. Complaints**

If you experience difficulty during your stay, please inform us without undue delay so that we can take steps to assist you or put things right. You should also contact us by email: [mandy.colbourne@btinternet.com](mailto:mandy.colbourne@btinternet.com). If your complaint remains unresolved and you wish to complain further, please send formal written notice of your complaint to us within 28 days of the end of your arrangements, giving your booking reference and all other relevant information. Failure to follow the procedure set out in this clause may affect our ability to investigate your complaint, and could affect your rights under our agreement.

## **10. Your behaviour**

If in our reasonable belief or opinion or in the reasonable belief or opinion of any person in authority, your behaviour is jeopardising the safety of people or property; or is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, we reserve the right to terminate your arrangements immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other activity immediately. We will have no further obligations to you and will not meet any

expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

## **11. Our Responsibility**

We make every reasonable effort to indicate possible safety hazards in our property description. It is however your responsibility (particularly parents and anyone with physical restrictions) to inspect the property and grounds immediately upon arrival and note any possible hazards. Please remember that our property may not be built to modern standards so may contain potential hazards such as steep or open stairs, low beams and low doorways which should be noted by you. You must upon arrival check the layout of the property so that you have a planned route to exit the property as easily as possible in the event of an emergency. Our property is located in the countryside which can hold its own hazards such as barbed wire in fencing and animals in fields. Please note that regular country smells and noises will not be classed as cause for complaint.

We will use reasonable skill and care in providing the accommodation under this agreement. You must prove that we have breached that duty and damage to you has been caused in order to make a claim against us. Please note in relation to all bookings:

- it is your responsibility to show that we have been negligent if you wish to make a claim against us.
- **It is a condition of our acceptance of the responsibility above that you inform us without undue delay of any lack of conformity you perceive; and allow us a reasonable period in which to remedy it.**

In these terms and conditions, our responsibilities are limited; and our duty to pay compensation is limited and excluded as follows: -

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from: -

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 8.

We will not be responsible, make a price reduction or pay compensation: -

- a) for services or facilities which do not form part of our agreement or where they are not advertised by us.
- b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to): -

(a) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(b) the extent to which our negligence affected the overall enjoyment of your arrangements.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

#### Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

#### Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law

The maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of arrangements which aren't packages) the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

### **12. Your obligations**

You agree to the following:

- a) To pay before departure for any breakages, losses or damage caused by you to the property or its facilities.
- b) To take all reasonable and proper care of the property and leave it in a clean and tidy condition at the end of your holiday. You will be responsible for any additional cleaning costs.
- c) To inform us of any problems with the facilities or services as soon as they become apparent.
- d) To permit us reasonable access to the property to carry out urgent maintenance.
- e) Not to sublet or share the property except with the persons included at the booking or subsequently included by agreement. The maximum number of persons allowed at the property is clearly stated and must not be exceeded. We reserve the right to terminate hire without notice and without refund where this condition is breached.
- f) Not to do or omit to do something which may be or become a nuisance to neighbouring holiday accommodation or properties.

### **13. Pets**

Where pets are allowed at the property the charge will be specified on the booking confirmation and you agree to the following:

- a) Pets must not, at any time, be left alone at or in the property.
- b) Only the number and type of pets agreed to on the booking confirmation will be allowed.
- c) Pets must not under any circumstances be allowed on any soft furnishings or beds.
- d) Pets must have their own beds or equivalent to protect floor coverings at all times.
- e) Pets must not cause any annoyance in any way to occupants of adjoining properties or the general public.
- f) You must never allow pets to defecate in areas where children may play. Failure to clean up after pets will be heavily surcharged.

### **14. Jurisdiction and applicable law**

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.