

# Terms and Conditions (Updated 19th January 2021)

### **The Contract**

The conditions of rental are between the guest and the owner (Robert Gale). The contract is deemed to have been made once the guest has paid a deposit and the owner has despatched a confirmation of booking.

## **Payment**

A deposit of £100 per cottage is payable by you on booking. Dates are not confirmed until the deposit has been received.

The balance is due from you six weeks prior to your arrival date or at once if the booking is made at shorter notice. We shall send you a reminder at the time and will follow up by phone if payment is not made. If after several attempts we cannot get hold of you, we reserve the right to cancel the holiday booking, in which case the deposit will be forfeited.

Payment may be made by credit card, debit card, cheque or bank transfer.

## **Cancellation by You**

Cancellations must be notified to us by email or in writing.

If the guest cancels, for whatever reason, no refund will be due of either deposit paid or if within six weeks of the booking the total charge. A holiday cancellation protection plan should be taken out by the guest to cover this eventuality.

## **Cancellation by Us**

We retain the right to cancel your holiday in advance for any reason which seems to us sufficient. We will refund any money paid to us for your visit.

If we have to terminate your holiday early for any reason you will be refunded only what you have paid us. This will be the full extent of the liability of us. No additional compensation, expenses or costs will be payable.

## Coronavirus / Cancellation by third party

For cancellation due to third party regulations, such as Government ruling, each booking will be contacted to discuss options. Refunds will be offered in the event of a Government enforced lockdown for Covid 19.

If our business is able to operate as normal and you need to cancel your reservation due to local restrictions you will not be eligible for a refund.

#### **Acts of God**

Acts of God means any unforeseeable event that is beyond the control of Gallops Farm, and shall include, but is not limited to: war, natural or nuclear disaster, fire, epidemics or terrorist activity. We are not liable to provide a refund in event of Acts of God and recommend you have appropriate Holiday Insurance to cover this possibility.

# **Care of the Property**

You must take reasonable care of the property and its contents as well as the facilities and grounds. You must not cause damage or breakages beyond normal wear and tear. Please report breakages and damages as soon as possible. You must leave the property in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning.

#### **Guests**

Details of guests must be supplied to us at least two weeks before your arrival. The number of guests cannot exceed the maximum number advertised for the property. We reserve the right to refuse admittance if this condition is not observed.

## **Smoking and Fire Safety**

Smoking is not allowed in Gallops Farm properties or buildings. Candles, indoor smoking, Chinese lanterns and similar fire hazards are not allowed.

## **Period of Letting**

You may arrive from 3pm on the commencement date, and departure is by 10am on the day of departure.

You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

#### Other conditions

The owners ensure that the cottage is thoroughly cleaned between bookings, however; guests are responsible for leaving the accommodation in good order and in a clean condition. Guests agree to inform owners of any damage or loss however caused incurred during occupation. Guests should not cause nuisance or annoyance to occupants of nearby properties.

Guests should allow access to the property by the owner for maintenance given reasonable notice.

If, in the opinion of the owner, any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the owner as discharged and the owner may repossess the property immediately. The guest will remain liable for the whole cost of rental and no refund shall be due.

## **Complaints procedure**

Complaints should be notified during the guest's stay at the property. It is the duty of guests to minimise any loss to them and therefore it is their responsibility to inform the owner at the earliest possible opportunity of any problem.

Accidents howsoever caused during the holiday are not the liability of the owner. Complaints received after departure cannot be accepted, as the owner had no opportunity to resolve the complaint at the time.

The owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, electrical services or exceptional weather. No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the guest, or any member of the party, or visitor, during their occupancy