

# Hill Farm Holiday Cottages

## Booking Terms and Conditions

### Agreement

Thank you for choosing Hill Farm Holiday Cottages for your stay (the **Booking**). These Booking Terms and Conditions (the **Terms**), written confirmation of your Booking (the **Booking Confirmation**) and any related policies (the **Policies**) shall govern your Booking with Us and form the basis of the relationship between You and Us (the **Contract**) in relation to your Booking at the accommodation stated within your Booking Confirmation (the **Accommodation**).

### Defined terms

For the purpose of the Contract the following terms shall be given the definitions as set out below:

**You** or **Your** means you, the individual booking the Accommodation.

**Us** means Julie and Raymond Nunn operating as Hill Farm Holiday Cottages.

**Parties** means the parties to this agreement.

### Your Accommodation.

The Accommodation is offered for the sole purpose of holiday lettings and/or must never be occupied as Your principal home. No stag or hen bookings are allowed. The Accommodation is suitable for holiday makers only, the Accommodation is suitable for families, couples and friends only.

You agree and accept that You are not offered any rights to the Accommodation other than the right to occupy the Accommodation as holiday accommodation for the period of Your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977. You may not offer for resale any booking services without our express permission.

### Making your booking

You must be at least 18 years of age at the time of the booking. By making the booking, you confirm that You are authorised to make the booking. It is Your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with all applicable terms within the Contract.

You are responsible for making all payments to Us.

You must ensure that all the information You provide Us in connection with Your booking is true, accurate, current and complete.

If You or any member of Your party has any medical problems or disabilities that may affect Your booking, please tell Us in writing before You confirm Your booking. If we are not able to make adjustments to meet the persons particular needs we will refuse or cancel the reservation.

If You have any special requests You must let us know when making Your booking form. Although we will try to accommodate Your request we cannot guarantee that they can be meet and if we fail to meet any special requests this will not mean that we have broken the contract.

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If the Accommodation is available and we have received all the relevant payments from You, we will give You written confirmation of Your booking as soon as reasonably possible. The confirmation will show our booking details, the amount You have paid and the amount You still owe for the booking. Your binding contract will begin when we issue You the written confirmation.

We have the right to refuse any bookings before we send You written confirmation. If we do this, we will tell You in writing and promptly refund any money You have paid to Us. In this case we will have not have any legal responsibility to You.

As soon as You receive Your confirmation You must check the details carefully. If anything is not correct You must tell Us immediately.

Even if we have sent a written confirmation we have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) You are likely to breach these booking conditions (iii) information supplied by You is incorrect or (iv) You have behaved in a vexatious, abusive or unlawful manner to ourselves or our family. If we cancel Your booking in these circumstances we will tell You in writing and we will not have any legal or financial responsibility to You.

### **Payment**

When You book, You must pay the deposit amount then due (see below). You must pay by cheque or bank transfer and we only accept payment in pounds sterling.

The Hay barn is stated to sleep 10 or less.

Stable cottage is stated to sleep 5 or less.

We must receive the rest of the money owed no less than 12 weeks before the start of Your stay.

If You make Your booking within 12 weeks of the start of Your booking we must receive full payment when You make the booking.

If You do not pay any payment due in relation to Your booking by the appropriate date we are entitle to assume that You want to cancel Your booking. In this case, Your booking will be cancelled immediately and Your deposit will not be returned.

### **Deposit**

We will ask You to pay a non-refundable deposit to secure Your booking.

The standard deposit is 25% of the Accommodation rental price. You will be told what the deposit is prior to making Your booking.

### **Pricing**

We will confirm the price of Your booking when You make Your enquiry and when You make Your booking. You must check the price and all other details of Your chosen accommodation at the time of booking.

All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.

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### Changing your booking

If You want to change any detail of Your confirmed booking, You must inform Us in writing, email or by calling Us as soon as possible and we will do our best to arrange the changes. Changes will not be confirmed until written confirmation is issued by Us. We have the right to refuse any changes to Your confirmed booking, in which case we will issue written confirmation of our refusal to accept the change.

### Cancellation Policy

If You want to cancel Your booking after it has been approved You must phone Us on the number or email as shown on Your booking confirmation as soon as possible. The day we receive Your notice by phone/email to cancel is the date on which we will cancel Your booking.

You will have to pay a cancellation charge based on the number of days before the start date of Your trip. If You have already paid the full balance of Your total booking costs and then You want to cancel You may receive a refund of part of the cost. However if You have not yet paid Your total cost by the time of Your cancellation You may have to make a further payment to cover the cancellation.

The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurrent in the event You cancelled Your booking within the stipulated time period.

Number of days before the start date of your trip that we receive your notice to cancel	Cancellation charge
More than 84 calendar days	Full standard deposit
57 to 84 calendar days	50% of the total Accommodation cost
43 to 56 calendar days	60% of the total Accommodation cost
29 to 42 calendar days	75% of the total Accommodation cost
8 to 28 calendar days	90% of the total Accommodation cost
7 days or less	100% of the total Accommodation cost

In the event that you cut short your stay no refund will be payable.

### Cancellation due to government public health measure for Covid-19

If you have to cancel Your booking because UK government public health measures imposed means it will be unlawful to travel You may choose to

- 1) Transfer Your booking to a later date subject to availability, You will have to pay any difference in price or be reimbursed the difference if the cost of the new booking is lower
- 2) Request a voucher with a redemption value equal to the amount previously paid (T&C to accompany the voucher at the time of selection)
- 3) Obtain a refund of the amount already paid to Us

### Cancellation by Us

We do not expect to have to make any changes to Your booking. However sometimes bookings have to be changed or mistakes have to be corrected, we have the right to do so.

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If we make a mistake we will contact You by phone and/or email as soon as reasonably possible. We will explain what has happened and let You know about the change. However we will have no liability to You.

### **Use of Wi-Fi, mobile phone and landlines**

The provision of Wi-Fi facilities is subject to availability and network conditions. It may not be available 24 hours a days and is provided for pleasure, not business purposes. There is no mobile phone signal at the Accommodation unless connected to the internet via Wi-Fi calling. There are no landline telephone facilities at the Accommodation.

### **Insurance**

We recommend that You take out travel insurance cover for Your total stay and that You take Your policy documents with You on holiday.

### **Your obligation in respect of the Accommodation**

Arrival and departure. You can arrive any time after 4pm on the start date of Your rental period. You must leave by 10am on the last day of Your stay. You will be provided details of how to access the Accommodation with Your booking confirmation. If You are going to be arriving later than Your rental start date let Us know by telephone or email. If You fail to arrive by 4pm on the day after the start date and do not notify Us of Your late arrival we will assume that You have cancelled Your stay and will not be refunded any money You have paid.

### **Behaviour**

You and all members of Your party agree:

- 1) To keep the Accommodation clean and tidy;
- 2) To leave the Accommodation in a similar condition as You found it when You arrived;
- 3) To behave in a way at all times while at the Accommodation which does not break any law;
- 4) Not to use the Accommodation for any illegal or commercial purposes
- 5) Not to sublet the Accommodation or any part thereof or otherwise allow anyone to stay in it who we have not previously accented; and
- 6) Not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.

### **Maximum occupancy**

You must not allow more people than stated within Your booking to stay overnight in the accommodation. You cannot arrange for visitors to the accommodation without our prior consent (such consent not to be unreasonably withheld). If You do any of these things we can repossess the accommodation, in this event we will treat this as You cancelling the bookings and You will not receive a refund of any money You have paid for Your booking. We will not be legally responsible to You as a result of this situation (such as the cost of finding alternative accommodation).

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### **Parking**

2 designated parking places are allocated to the Stable Cottage and 3 designated parking places are allocated to the Hay Barn. Additional vehicles will only be accepted by prior agreement, We are not obligated to permit such requests. All vehicles are parked and maneuvered at the owners risk, We do not accept any responsibility for any damages to Your vehicles whilst at or maneuvered at Hill Farm Holiday Cottages. You will be responsible for any damages you cause to the premises or other vehicles at Hill Farm Holiday Cottages.

### **Pets**

A maximum of 2 small/medium sized well behaved dogs are permitted. Dogs must not be allowed on any the beds or sofas. Dog blankets are available for Your dog to sit on the floor. Please clean Your dogs feet and dry his/her fur before allowing him/her to move around the Accommodation. Dogs must not be left unaccompanied in the Accommodation at any time. Do not use any of the crockery or kitchen ware to feed or water Your dog. Your dog must be kept under control and on a lead at all times when outside the Accommodation, including on the patio area. You are responsible for picking up and bagging Your dog's poo straight away and disposing of it in the designated dog poo waste bin. When weather conditions permit (You will be informed when You arrive at the Accommodation if the paddock is available) You may exercise Your dog on a lead on the paddock, please keep Your dog away from the drainage drain which runs down the left hand side (facing down the paddock) of the paddock. Do not allow Your dog to enter the wooded area even on the lead, there is a lot of wildlife which we would not like disturbed. If Your dog becomes a nuisance to other guests or damages the Accommodation and grounds we will ask You to remove the dog or leave the Accommodation, were this to occur we will cancel Your booking, we will tell You in writing and we will not have any legal or financial responsibility to You.

### **Smoking and Vaping**

Is not allowed in any part of the accommodation (including e-cigarettes). Smoking/vaping will be permitted outside your rental property only., You are responsible for safely extinguishing the item You have smoked and for the safe disposal of the item in an external bin.

### **BBQ's**

If You choose to use any form of BBQ You are responsible for safe use in accordance with the manufacturer's recommendations and for the safe disposal only when completely cold. In the event the weather conditions results in fire restrictions imposed by North Yorkshire Moors or any other authority you will not be permitted to use BBQs during your stay.

### **Damage**

You are responsible for all guests staying at the Accommodation and the things they do (and do not do) even if You do not stay at the Accommodation during the booking period.

You are responsible for and agree to reimburse Us all costs incurred by Us as a result of any breakage or damage in or to the Accommodation which is caused by You or any members of Your party or any other persons invited into the Accommodation by You. We can ask for an extra payment from You to cover any such costs.

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We expect the Accommodation to be left in a reasonably clean and tidy state on departure. If additional cleaning is required You will be liable for the cost of the cleaning.

An inventory of the Accommodation and its content will be available for You to check when You require. If You discover anything missing or damaged on arrival please notify Us immediately.

### **Right of Entry**

We are allowed to enter the Accommodation (without letting You know first if this is not practical or possible) if special circumstance or emergencies happen (for example if repairs need to be carried out) or if You break any of these booking conditions.

We are allowed to enter the Accommodation to inspect it (including but not limited to where You complained about the Accommodation). If this happens You will be given reasonable notice first.

You agree to allow Us access to the Accommodation as required by this clause.

### **Unreasonable behaviour**

We can refuse to hand over our Accommodation if the unreasonable behaviour of anyone in Your party is likely to cause offence to other guest, Us and our family or neighbours. If we have reasonable cause to believe You or any member of Your party will cause damage or loss to the Accommodation, its services or facilities the contract between Us will end and You will not receive any refund and we have no further responsibility to You.

We can end a stay after the keys have been handed over, if the unreasonable behaviours of anyone in Your party (or anyone You have invited into the Accommodation by You) is likely to spoil the enjoyment, comfort or health of other guests, Us or our family or our neighbours) or has broken or is likely to break any of these conditions. If this happens, You will have to leave the Accommodation immediately and no refund will be given. You may be responsible for any costs incurred as result of Your behaviour.

### **Additional services/facilities**

We may at our sole discretion grant You access to additional services or facilities available for Your non-exclusive use during the duration of Your stay at the Accommodation. The use of these services or facilities are subject to the relevant policies as communicated by Us to You, such policies subject to amendment from time-to-time by Us.

### **Fair Usage**

To ensure equal enjoyment of the property for all guests we operate a fair usage policy for all utilities, services and facilities. Fair usage in relation to this Contract shall be considered what is seen as reasonable to an ordinary person given the situation.

### **Complaints**

If You have any complaints You must let Us know immediately if You are dissatisfied. This means on arrival if You are immediately dissatisfied or during Your stay as soon as You become dissatisfied. You must provide Us the opportunity to put right anything that is wrong before the end of Your stay.

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### Privacy

By submitting Your personal information to Us, You agree for its use in relation to Your booking.

### Changes to these terms

We do not have the authority to change any of the booking conditions after the booking has been made unless agreed with You in writing.

### Limitation of Liability

The following provisions set out our entire liability (including liability for acts or omissions of its employees, agents and subcontractors) to You in respect of: (1) any breach of these Terms; and (2) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Nothing in the Contract excludes or limits our liability for death or personal injury caused by negligence or fraudulent misrepresentation.

Subject to the total of clause 18: (1) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of the Contract shall be limited to the sum of the rental fee; and (2) we shall not be liable to You for any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (however so caused) which arise out of or in connection with the Contract. Save for any rights under these Terms and the Contract which may be exercised by Us, no term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.

Without prejudice, if the Accommodation which the Client has booked becomes unavailable or unusable for the date of the booking, then our obligation will be to reimburse the Client for any monies paid.

Notwithstanding any other provision of this Contract, we shall jointly or individually be deemed to be in breach of this Contract or otherwise be liable to You, for delay in performance or the non-performance of their obligations, due to any circumstance beyond their reasonable control, and the time for performance of that obligation shall be extended accordingly. Force Majeure covers, without limitation, fire, flood, exceptional weather conditions, epidemics, destruction, and damage of the Accommodation by any cause other than our negligence, and all similar situations. No compensation, costs, or other sums of any description (including without limitation the cost of securing an alternative accommodation) will be payable in such circumstances by Us to You.

### Indemnity

You shall be liable towards, and compensate, indemnify and hold Us harmless for and against any direct damages, losses (excluding any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any special, indirect or consequential losses and/or damages), liabilities, obligations, costs, claims, claims of any kind, interest, penalties, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred by Us pursuant to a breach of this Agreement by You or Your guests

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### Other terms

Any disputes, claims or other matter which may arise in relation to Your booking will be governed by English law and You agree that any dispute will be dealt with exclusively by the courts of England and Wales.

If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void or unenforceable then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.

We may transfer our rights and obligations under these Booking conditions to another person. We will contact You to let You know if this is planned. If You are unhappy with the transfer You may contact Us within 14 days of Us telling You about it and we will refund You any payments You have made in advance.

*End of document*