

# Miner's Cottage

## Booking Terms and Conditions

This Agreement is made between the owner of the property ("the Property Owner") and you and all the members of your holiday rental party in respect of Miner's Cottage ("the Property"). The Property Owner delegates certain administrative responsibilities in relation to the Property to its Property Manager.

### 1. Condition Precedent

1.1 You must be at least eighteen (18) years of age at the time of booking and be booking as a consumer as opposed to for any business purpose.

1.2 You must ensure that all members of your holiday party have read the terms and conditions contained herein and accept them in full. The signature of one representative of the party on the booking form will represent that all members of the party have agreed to these terms and conditions. Liability under this Agreement is joint and several between all members of the party.

### 2. Incorporation of website terms and conditions

2.1 The terms and conditions contained on the website of [www.theconistoncottage.co.uk](http://www.theconistoncottage.co.uk) also form part of these terms and conditions, which govern the agreement between you and us, the Property Owner.

### 3. Letting of the Property

3.1 Upon the issue of a written confirmation to you, the Property Owner will be deemed to have entered into a contract with you subject to these terms and conditions. The Property Owner has the right to refuse any booking prior to the issue of your written confirmation and in such event any deposit received will be returned to you immediately.

3.2 When you receive your written confirmation, the details must be checked carefully by you. If anything is not correct then you must notify the Property Owner immediately.

### 4. Bookings

4.1 On booking the Property, you should pay the deposit then due by bank transfer or by cheque made payable to 'Mandy Moss' together with this signed and completed Booking Form to Mandy Moss, 64 Mariners Close, Fleetwood, Lancs, FY7 7BR. The booking can be confirmed the Property Owner will then send written confirmation to you as soon as possible showing your booking details and the balance of your holiday cost, which must be received by us no later 6 weeks before your arrival date. Where bookings are made for the Property less than 6 weeks before the arrival date, payment in full of the holiday cost is due on booking.

4.2 Where the balance of the holiday cost is 6 weeks before your arrival date, you must ensure that such payment reaches us on time. No reminder will be issued and the Property Owner may re-let the Property if no payment is received by the due date. In such circumstances the deposit paid by you will be forfeited and you remain liable for the full amount of the holiday cost in such circumstances although credit may be given for any monies received as a result of re-letting (less any administrative costs of re-letting).

4.3 If any payment you make is not honoured for any reason we reserve the right to make an administration charge of £75.

4.4 All prices quoted for the Property includes booking fees, charges and where applicable VAT at the then current rate.

4.5 The Property Owner reserves the right to charge interest at a rate of 4% per annum above Barclays Bank plc base rate from time to time on any payment or any part payment overdue calculated from the date due to the date of payment and to recover its expenses including legal fees and costs of collection. There is no obligation to provide the Property for occupation until full payment for the complete rental period has been received by the Property Owner.

### 5. Price and Facilities

5.1 The Property Owner reserves the right to amend prices quoted on the website of Miner's Cottage due to errors or omissions or changes in the VAT rate.

5.2 The Property Owner reserves the right to change facilities quoted on the website of Miner's Cottage due to errors or omissions and to alter or withdraw amenities or facilities, which have been previously advertised as being available where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond the control of the Property Owner.

5.3 Wifi is provided free of charge and does not form part of the booking contract. If for any reason wifi fails, the Property Owner will do all possible to get it reconnected but there will be no liability on the part of the Property Owner for loss of service. Any illegal internet use or illegal downloads will be reported to the appropriate authorities

### 6. Changes to or cancellation of the booking by you

6.1 As a private individual and consumer, you have a statutory right to cancel any booking made by you within seven (7) calendar days of signing the Booking Form. If you wish to exercise this statutory right you must serve notice on the Property Owner within seven (7) calendar days of signing the Booking Form, sending notice of your cancellation in writing by recorded delivery to the address of the Property Owner shown on the Booking Form. On receipt of such notice the Property Owner will refund any monies received from you for the Property direct to you.

6.2 If you have to or wish to cancel your booking at any time other than pursuant to Clause 6.1 above, you must telephone the Property Owner on the telephone number shown on the booking form or email [minerscottage.39@btinternet.com](mailto:minerscottage.39@btinternet.com)

6.3 If you want to change your booking once confirmation has been issued, an administration fee may be chargeable of £75.

6.4 After initial notification pursuant to clause 6.2, the person who signed the Booking Form must also immediately confirm your cancellation in writing sent by recorded delivery to Mandy Moss. The day that the Property Owner receives your postal notification of cancellation is the date on which your booking is cancelled.

6.5 In the event of cancellation by you, cancellation charges will be payable. If cancellation occurs more than 6 weeks to the holiday start date, this will be the deposit. If cancellation occurs less than 6 weeks prior to the holiday start date, this will be the whole holiday cost. If you have not paid your total holiday cost you may be required to make a further payment although credit may be given for any monies received as a result of re-letting (less any administrative costs of re-letting).

6.6 In the event that the Property Owner wishes to cancel your holiday booking for any reason (other than a force majeure reason set out in Clause 12), you will receive a complete refund of the monies you have paid.

6.7 In consideration of the above sum, you agree that this is a reasonable pre-estimate of any likely loss to you and that such amount discharges the Property Owner from any liability to you and is in full and final settlement of any claims against them.

## **7. Tenants Obligations**

7.1 Please refer to the Property Owner for details of times of arrival and departure. Arrangements for collection of keys will be confirmed to you prior to your holiday commencement.

7.2 You are responsible to the Property Owner for any loss, breakage or damage to the Property and/or its contents howsoever caused (reasonable wear and tear excluded).

7.3 You agree to keep the Property clean and tidy and to leave the Property in a similar clean condition as you found it upon your arrival.

7.4 You agree not to exceed four people in the property (over the age of 2 years) and not allow other people on the Property and not to cause annoyance or become a nuisance or to cause excessive noise to occupants of adjoining premises.

7.5 You further agree not to use the Property for any commercial purpose including without limitation assigning or sub-letting the same or otherwise allowing anyone to occupy it that has not been notified as part of your party to the Property Owner.

7.8 The Property Owner is entitled at his/her sole discretion to refuse to permit entry to the Property by you if he/she reasonably believes that any damage is likely to be caused to the Property by you or your party. These circumstances will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Property Owner will not have any liability to you as a result of this situation arising (including for the avoidance of doubt any costs or expenses you incur in securing alternative accommodation).

7.9 You agree to pay for any charges incurred during your stay where these services are not included in the rental payment or agreed in writing by the Property Owner.

7.10 You agree to allow the Property Owner reasonable access to the Property.

7.11 You agree that the person signing the Booking Form (on behalf of all the members of the party) is authorised to agree the terms and conditions contained herein and on the website of Miner's Cottage on behalf of all persons included on the booking form, including those substituted or added at a later date.

7.12 Any persons substituted or added to a party booking at a later date must be advised to The Property Owner in writing in advance of the holiday.

7.13 Your vehicles and their accessories and contents are left entirely at your risk.

7.14 One pet is allowed in The Property, and must remain under your control at all times, not cause alarm or disturbance to others and must not be left alone in The Property.

## **8. Complaints**

8.1 Any queries or complaints arising when you arrive at the Property or during your stay (regarding maintenance or facilities) should be addressed in the first instance to the designated Property Manager. If you are unable to resolve the issue with your Property Manager, or the nature of the complaint is too serious then you must inform The Property Owner immediately.

8.2 It is essential that any complaints which cannot be resolved to your satisfaction with the Property Manager are registered with the Property Owner immediately, as complaints of a transient nature (for example, the heating of the Property) cannot be investigated or rectified unless they are registered whilst you are in residence.

8.3 No guarantee can be given that the Property Owner will be able to remedy any defects or answer any queries you may have but they will endeavour to resolve the problem.

## **9. Insurance**

**9.1 It is recommended that you arrange suitable insurance to protect yourself from the cost of cancellation and for any personal belongings you may take into the Property with you. No insurance is included in the quoted holiday cost.**

## **10. Termination**

10.1 Either party shall be entitled to terminate this Agreement with immediate effect on written notice if the other party is in breach of any of its material obligations under this Agreement or, if the relevant breach of material obligations is capable of remedy, the breach has continued unremedied for a period of 30 days after the party in breach has been notified of the breach by the other by a written notice specifying the breach and the steps required to remedy it.

## **11. Effect of Termination**

11.1 Any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect any provision of this Agreement which is expressly intended to come into or continue in force on or after such termination.

## 12. Force Majeure

12.1 If the Property Owner is affected by circumstances which are beyond their reasonable control (including without limitation flood, storm, fire, employment strikes, urgent unforeseen repairs required to Property, telecommunications access problems, destruction or damage of the Property or road blockages) then the Property Owner shall notify you immediately of the extent and nature thereof.

12.2 The Property Owner shall not be deemed to be in breach of this Agreement, or otherwise liable to you, by reason of any delay in performance or non-performance of any of its obligations hereunder (to the extent that such delay or non-performance is caused by circumstances beyond their reasonable control as set out in Clause 12.1 above).

12.3 The Property Owner will procure the refund of any monies held in respect of such bookings for the Property which are cancelled due to circumstances set out in Clause 12.1 which (notwithstanding Clause 6) shall constitute the full liability of the Property Owner to you.

## 13. Limited liability

13.1 Save in respect of any death or personal injury claim caused by the negligence of the Property, the Property Owner cannot accept liability for any damage, expense or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever.

13.2 Save in respect of any death or personal injury claim caused by the negligence of the Property Owner, any other liability of the Property Owner (if relevant) under this Agreement shall be limited to the rental value of the relevant booking at the Property.

13.3 The Property Owner shall not be liable to you for any loss of profit, consequential loss or other indirect losses under the terms of this Agreement.

13.4 For the avoidance of doubt, the Property Owner takes every care to ensure that the accuracy of property descriptions and information contained on the website of Miner's Cottage are correct at the time of publication. However in the event of any good faith error, the Property Owner cannot accept any liability. There are no warranties, conditions, guarantees or representations as to description merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations whether express implied by statute or otherwise oral or in writing except as provided herein or such as cannot be excluded by law.

13.5 The use of any amenities, where offered, is entirely at the user's risk and no responsibility can be accepted by the Property Owner for any death or personal injury (save to the extent that such death or personal injury was caused by the negligence of the Property Owner).

## 14. General

14.1 This Agreement and any document referred to in this Agreement constitutes the entire agreement, and supersedes any previous agreement, between the parties relating to the subject matter of this Agreement.

14.2 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

14.3 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy under this Agreement shall prevent any further exercise of the right or remedy of the exercise of any other right or remedy.

14.4 Except as expressly provided in this Agreement the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

14.5 Nothing in this Agreement shall be construed as creating a partnership between the parties or as constituting either party as the agent of the other party (save as expressly set out in this Agreement) for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

14.6 The Property Owner shall be entitled to perform any of the obligations undertaken by them and to exercise any of the rights granted to them under this Agreement through any other company which at the relevant time is a holding company or subsidiary or group company and any act or omission of any such company shall for the purposes of this Agreement be deemed to be the act or omission of the Agent.

14.7 You may not assign or transfer or purport to assign or transfer a right or obligation under this Agreement. The Property Owner may assign or transfer or purport to assign or transfer a right or obligation under this Agreement.

14.8 The Property Owner undertakes that in connection with the performance of the services they will comply in all respects with the Data Protection Act 1998 ("the Act") and they will not knowingly by any act or omission be in breach of the Act and in particular but without limitation they will put in place appropriate technical and organisational measures to prevent the unauthorised processing or disclosure of personal data.

14.9 Except in relation to notices served under Clause 6.4 hereof which must be served by registered post, any notice under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post, to the party due to receive the notice or communication at its address set out in this Agreement or such other address as either party may specify by notice in writing to the other.

14.10 In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given:

14.10.1 If delivered personally, when left at the address referred to herein;

14.10.2 If sent by mail first class, two calendar days after posting it;

14.10.3 **PROVIDED ALWAYS** that where any notice would be deemed under this Clause to have been served on a Saturday, Sunday or UK bank holiday then such notice shall not be deemed served until the next working day.

14.11 This Agreement is governed by, and shall be construed in accordance with, English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.