

THE SMALL PRINT

These Terms & Conditions form the basis of your contract with us so please read them carefully

Please note the Cancellation Policy – you may wish to consider taking out Holiday Cancellation Insurance



THE PARTIES

Your contract is with NP & KA McCalmont-Woods of Poasley Farm, Dummer Road, Nutley, Hampshire RG25 2HJ (**we, us and our** in these Terms & Conditions) for the rental of Strand Cottage, Burton Bradstock, Dorset (**the Property**) for the period specified in the Written Confirmation. References to **you** or **your** are references to the person making the booking, who is at least 18 years of age, and who takes responsibility for all members of the holiday party.

YOUR BOOKING

There will only be a contract between us when we send you our written confirmation and it will be subject to these Terms & Conditions. We reserve the right to refuse any booking prior to the issue of the Written Confirmation. If we do this, we will promptly refund any money you have paid to us. We will discuss the booking with only you unless you consent in writing.

More than 8 weeks before the start of your stay When we send you the Booking Form, we will mark your stay as a provisional booking in the availability calendar. You should return the completed Booking Form to us together with your payment of the Booking Deposit, being 30% of the total cost of your stay, within 7 days of the Booking Form being sent to you. We will then provide you with a Written Confirmation and will mark your stay as being booked in the availability calendar. Please check the details of the Written Confirmation carefully and inform us immediately of any errors or omissions. If we do not receive the completed Booking Form and Booking Deposit within 7 days, we will assume that you no longer wish to proceed with the booking and will market the property as being available. The balance of the total cost of your stay, together with a Security Deposit of £200, is to be paid no later than 8 weeks before the start of your holiday. If you do not make payment, you will be deemed to have cancelled your booking and the Booking Deposit will be subject to the *Cancellation & Amendment* provisions below.

8 weeks or less before the start of your stay When we send you the Booking Form, we will mark your stay as a provisional booking in the availability calendar. You should return the completed Booking Form to us together with payment in full for the total cost of your stay and the Security Deposit of £200 by the date stipulated by us. We will then provide you with a Written Confirmation and will mark your stay as being booked in the availability calendar. Please check the details of the Written Confirmation carefully and inform us immediately of any errors or omissions. If we do not receive the completed Booking Form and payment in full by the due date, we will assume that you no longer wish to carry on with the booking and will market the Property as being available.

PAYMENT

Payment is to be made in pounds sterling by bank transfer.

CANCELLATION & AMENDMENT OF BOOKINGS

By You: If you need to cancel or amend your booking you should contact us as soon as possible. Please note that a cancellation will not take effect until we receive written confirmation from you either by post or email to the addresses given on the Written Confirmation.

Amendments: All requests for an amendment to your booking, including the holiday party will incur an administration fee of £25.

Cancellation: More than 8 weeks before the start of your stay: If we secure a replacement booking at the same/higher rate than the cancelled booking, we will refund the Booking Deposit. If the replacement booking is at a lower rate, we will deduct the difference between the two booking deposits from the Booking Deposit and refund the balance.

If we do not secure a replacement booking, we will only refund that part of the Booking Deposit which we estimate in our absolute discretion represents the costs which we have not incurred by reason of the cancellation, for example, cleaning & utilities.

8 weeks or less before the start of your stay: We will retain all monies paid by you except for the Security Deposit which will be refunded (**the Retention**). If we secure a booking at the same/higher rate than the cancelled booking, we will refund the Retention. If the replacement booking is at a lower rate, then we will deduct the difference between the value of the two bookings from the Retention and refund the balance. If we do not secure a replacement booking, we will only refund that part of the Retention which we estimate in our absolute discretion represents the costs which we have not incurred by reason of the cancellation, for example, cleaning & utilities.

Monies to be refunded under these cancellation provisions:

We will further deduct any additional costs which we have incurred in securing a replacement booking and an administration fee of £25. Refunds will be made within 14 days of us securing a replacement booking or the date which would have been the start of your stay, whichever is the earlier.

By Us: We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations to, or very occasionally cancel, bookings. If this happens, we will contact you as soon as is reasonably practicable and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the monies you have paid to date, or the value of the time left of your stay calculated on a daily rate, whichever is less, within 14 days. Our liability to you will not exceed this amount.

WHAT'S INCLUDED

The cost of your stay includes electricity, gas, water, towels and linen (not cot bedding). The provision of internet facilities is complimentary, and we are not responsible if it is not adequate for your purposes.

KEYS

Directions to the Property and instructions to obtain keys will be provided during the week before your stay.

ARRIVAL & DEPARTURE

You can arrive at the Property after 4pm on the first day of your stay and you must leave by 10am on the last day.

YOUR OBLIGATIONS

You agree that you and your holiday party will: (a) upon arrival at the Property, read the Information Book provided; (b) use the Property only for the purposes of a holiday; (c) keep the Property and all its fixtures, fittings and contents clean and tidy and leave them in the same condition as when you arrived; (d) keep the Property secure at all times; (e) tell us of any damage caused to the Property, its fixtures and fittings and contents immediately; (f) take all necessary steps to safeguard your personal property; (g) supervise children at all times; and (h) leave all sets of keys at the Property on departure.

You agree that you and your holiday party will not: (a) move any items of furniture or remove any items unless stated as being for use outside the Property; (b) use the Property for any dangerous, offensive, noisy, illegal or immoral activities, including illegal downloads from the internet; (c) cause a nuisance or annoyance to the neighbours or anyone else; (d) smoke in the Property including vapour and e-cigarettes; (e) use Chinese lanterns, fireworks or candles (except those

provided) at the Property; (f) charge any electric vehicles from the property; (g) fly drones from the Property; (h) allow any pets in the Property; (i) exceed the maximum occupancy of 4 adults and 1 infant (being a child aged 24 months or less); (j) allow any visitors or guests who are not members of your holiday party into the Property.

BREACH OF OBLIGATIONS

If you, or any member of your holiday party, breach these obligations then we reserve the right to terminate the booking and require you and your holiday party to vacate the Property immediately without any refund of monies paid including the Security Deposit. This does not affect our ability to claim compensation in excess of the sums paid by you. If we reasonably suspect that you, or any member of your holiday party, are likely to breach any of the above obligations, we reserve the right to refuse to provide you with the keys to the Property and to treat the booking as cancelled by you.

OUR RIGHTS OF ACCESS

Our contractors or us may need to access the Property if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that we will need access. If your stay with us lasts more than 7 days, our staff or contractors will need to access the Property in order to perform a service clean and to change the linen. If we do need to access the Property for any reason we will always try to do so at reasonably convenient times (other than in the event of an emergency). You or a member of your holiday party should be present.

SECURITY DEPOSIT

The Security Deposit of £200 is held on account of any losses or damages caused by you, or any member of your holiday party, breaching any of the obligations above, for example costs of replacing items, additional cleaning costs, repairs and redecoration etc, as well as any unpaid administration charges, or other sums we have otherwise reserved the right to deduct. The balance will be returned to you within 14 days of the end of your holiday or the return of the keys, whichever is later.

OUR LIABILITY TO YOU

Events beyond our control: We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, failure of public or private telecommunications networks, or powercuts.

Personal Property: We will not be liable for any damage to or loss of personal property belonging to you, or any member of your holiday party.

Equipment: We will not be liable for any injury, loss or damage caused by the use of equipment provided by us at the Property, including highchairs, the use of which is at the discretion of you and your holiday party, except to the extent that it results from our negligence. In the event that an appliance is not working we will use reasonable efforts to arrange for it to be repaired or replaced, but you will not be entitled to any refund of the monies paid by you.

Business: Whilst we appreciate that not everyone can take a complete break from work, your booking is made as a consumer for the purpose of a holiday and, as such, you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you, or any member of your holiday party, during your stay at the Property, including those arising from technical problems relating to or from the absence of, or loss of quality in mobile phone or wi-fi coverage.

Misdescription: The information and descriptions given on the website are for guidance only. Whilst every effort has been made to ensure their accuracy, we will not be liable for any

misdescription, or incorrect information: we are constantly striving to improve the Property, and so there may be small differences between the description or photographs on the website and the Property from time to time; furthermore, prices shown on the website may have changed by the time of booking, so you are responsible for checking all details prior to booking. We will not be responsible for changes to, or the closure of, amenities mentioned on our website or material supplied to you. If certain amenities are crucial to your stay, it is your responsibility to ensure that they are available. The Property is old and in a semi-rural location popular with tourists, so there will inevitably be wildlife and some farm and traffic noise etc. It is your responsibility to check that the Property is suitable for your needs. Whilst the Property is listed as pet-free we cannot guarantee that no pets have been at the Property or that it is suitable for allergy sufferers.

Exclusions: Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or for any matter that it would be unlawful for us to exclude or attempt to exclude our liability.

COMPLAINTS

We will make every effort to ensure that you have an enjoyable holiday. However, if you have any cause for complaint then please contact us as soon as possible so that we can resolve it to your reasonable satisfaction. The longer you leave bringing the matter to our attention, the less likely we will be able to deal with it effectively, particularly if it relates to issues such as heating etc. If any complaint cannot be resolved during your holiday, please write to us with full details within 28 days of the end of it.

LOST PROPERTY

If you, or any member of your holiday party, leave any of your possessions behind at the Property, please contact us as soon as possible and we will try to reunite you with your property as soon as practicable. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property, to be deducted from the Security Deposit if appropriate. We will hold all lost property at the owner's sole risk for 3 months, after which we will dispose of it. Any perishables will be disposed of immediately.

THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 does not apply.

LAW

The contract between you and us is governed by the law of England and Wales, and any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

DATA PROTECTION

Use of Personal Information: We will hold personal data about you and members of your holiday party as a result of processing and managing your booking for the rental of the Property. We will use your personal information for our own administration, market analyses and operational reviews. With your consent, we will also use such information for future marketing purposes, for example, sending you details of offers or promotions which we may feel may be of interest to you, or to inform you of changes to our website or services.

Disclosure of Personal Information: We will only pass on your details and those of your holiday party, to those involved in the provision of the rental of the Property, or if required to do so by law, in order to prevent fraud, or to the buyer of any, or all, of our business.

Access: The Data Protection Act 1998 gives you and members of your holiday party the right to obtain, upon payment, copies of personal data held by us. In the event that the information is incorrect or inaccurate you, or they, may request that it is rectified.