# **The Barns in Haverthwaite**

4 The Barns, Haverthwaite, Ulverston, Cumbria, LA12 8AE Tel - 07590 427919

Enquiries@southlakesholidaybarn.co.uk

# **BOOKING CONDITIONS**

You enter into a contract with the owners of the property when holiday is agreed between the two parties and confirmed in writing.

#### 1. TO MAKE A BOOKING

Once you have contacted the owner to check the property is available on the dates you require and confirmed the booking, we can then hold this provisionally for 3 days, giving you time to complete the booking and make the required payment. Preferred method of payment is by electronic transfer of funds directly into the owner's account, alternatively credit and debit card payments can be taken over the phone.

# 2. CONFIRMING YOUR BOOKING

A deposit of £100 is required to confirm your booking. If however you are booking within 8 weeks of your holiday, payment must be made in full when confirming your holiday. Please note your holiday is not confirmed until you have received written confirmation from the owner and we reserve the right to refuse any booking before we have issued the holiday confirmation. Your booking is made as a consumer and you accept that we cannot be liable for any business losses you may incur. You must be over 18 years of age at the time of making your booking. As soon as you receive the holiday confirmation in writing from us, you must check it carefully. Any errors must be reported to us immediately.

#### **3. BALANCE PAYMENT**

The balance of your holiday is due at least 8 weeks prior to holiday commencement. Non-payment of the final balance when it becomes due will constitute cancellation of the holiday and forfeiture of the deposit payment.

#### 4. CREDIT & DEBIT CARD PAYMENTS

Credit & Debit Card payments can be made via over the telephone. If you would like to pay by this method, then please let us know at the point of booking and we can take these types of payments over the phone

#### **5. HOLIDAY COST**

The prices quoted are for 7 nights' accommodation from the Friday changeover date. The property sleeps a maximum of 6 (six). There is one Double size bedroom (sleeps 2), one twin bedroom (sleeps 2) and one room with a bunk bed (sleeps 2). Included in the price is electric, fuel, 1 x basket of logs, bed linen & towels.

The prices are valid for 3 months from the agreed date of the booking and are subject to change. The property is available from 4.00pm on day of arrival and must be vacated by 10.00am on day of departure. Prices quoted are in  $\pounds$  sterling and is the total amount you will pay.

## 6. BREAKAGE DEPOSIT

The owner's have the discretion to waiver the breakage deposit. In general, a breakage deposit of £100 may be required and this should be discussed during reservation. A breakage deposit will be required for Christmas and New Year bookings unless otherwise agreed. A breakage deposit will be required for parties aged between 18 - 21 years old, if the party is accepted. The deposit must be paid when total cost of holiday is due (please note all payments made will be cashed) and will be refunded within 2 weeks of your return provided there is no damage. Any cost of repair or replacement items will be accounted for and deducted from your deposit prior to being refunded. If the cost to repair the damage is greater than the breakage deposit paid then you will be liable to pay for the total damage you have caused. You will pay within 1 month of your departure or 1 month from when the repair work is complete.

# 7. THE DESCRIPTION OF THE PROPERTY

We endeavor to ensure the information provided is correct. However the information may have changed by the time you book so you must ensure you check all details of your chosen property including prices when you book. The owners always try to maintain the very best facilities and services to holidaymakers and changes may have occurred since booking. We cannot accept any responsibility for any inaccurate, incomplete or misleading information about the property, its facilities and or services except in case of negligence.

#### 8. SHORT BREAKS

It is possible that short breaks may be arranged out of season and at short notice during the high season, please telephone or email to discuss your requirements.

#### 9. OCCUPANCY

Your holiday group must not exceed the maximum number of people the property will sleep (six). If it does the owner/caretaker can refuse to allow you to take possession of the property or make you leave before the end of the holiday. If this happens we will treat your holiday as cancelled by you and you will not be entitled to a refund of monies of compensation.

#### **10. PETS**

Pets are not acceptable and must not be brought to the property and we would hope that you respect our wishes. Should this be breached then you will be asked to leave the property without receiving a refund.

#### **11. CCTV**

There is a CCTV observing the main entrance of the property and our private garage storage area. The external CCTV is for security and check in/check out purposes only. Please be reassured that there is no CCTV cameras inside the property

#### **12. TRAVEL COTS**

One travel cot can be made available and must be requested at time of making your reservation (please note that bed linen is not provided for cots).

#### **13. HIGHCHAIRS**

One will be provided for use if requested prior to/at point of booking.

#### 14. TOWELS

One set of towels per person per week will be provided (1 bath and 1 hand towel per person). Please bring your own towels should you wish to go swimming or attend a leisure clubs as all towels supplied **<u>must not</u>** leave the premises

#### **15. KEY COLLECTION**

The property is available from 4.00pm on day of arrival and must be vacated by

W.L. Robinson.

10.00am on day of departure, unless otherwise agreed. In some instances we may be able to bring forward the entry time, however we do require advance notice and we will only be able to confirm we are able to change the times 3 days before holiday commencement. Keys must be returned to the agreed collection point.

#### **16. CAR PARKING**

Please note that there is no parking directly in front of the property however you can park to load and unload your car as and when required. There is however plenty of parking available on a quite road opposite the property which is less than 50 yards away. Vans, trucks and larger vehicles are not permitted to park. As the road accessing the property is very narrow, we would recommend that on first arrival that you park at the side of the road and walk up to the property so you know how to access the property

# **17. CARE OF COTTAGE**

The barn is carefully cared for and we ask that you treat the barn with respect keeping it clean and tidy during your stay and also leaving it clean and tidy when you leave. Please report any damages/breakages to the owner on or before departure in order for us to fix/replace these prior to the next guests coming in. Damage/breakages caused through neglect will be charged for; in this case we will contact you shortly after departure (usually within 72 hours of departure by telephone or within the week if in writing). Refer to paragraph number 6 also.

#### **18. COMPLAINTS**

We work very hard to ensure you have an enjoyable holiday. Any difficulties you have on holiday must be reported to the owner/caretaker straight away so that your reasonable holiday expectations may be met. This is the quickest way of resolving problems that might occur. Problems of a transient nature should be raised straight away, as they cannot be rectified after your holiday. If still dissatisfied, then you must write to us within 28 days of your return, we do not have to look at complaints received after this limit. If you return home before telling anyone of your difficulties and your claim doesn't involve personal injury/death then we cannot accept any liability.

#### **19. ACCESS TO THE PROPERTY**

There may be occasions when we will require access to the property to carry out repairs, photography inspections etc. We will advise you as soon as we are aware of the date and time the access is required.

#### **20. IF YOU CHANGE YOUR HOLIDAY**

You must first telephone the owner to check your requirements can be met and any changes confirmed by yourself in writing. Within 8 weeks of holiday commencement we will be unable to change the date the accommodation has been booked for. Any changes made to your booking are subject to an administration fee of £20. If we are unable to make the change requested a new date may be booked if the barn is available.

#### **21. CANCELLATION OR CHANGES TO YOUR BOOKING BY THE OWNER.**

We do not expect to make any changes to your booking but occasionally changes do occur during and after bookings have been confirmed and occasionally confirmed bookings have to be cancelled. Most changes are minor but can be significant (e.g.: the barn is no longer available for let). We will offer you either: cancelling and receiving a full refund of all monies paid to us or: acceptance of the change. You must tell us as quickly as possible which option you wish to take. The options are not available in respect of minor changes. Our liability is limited to the above options and if the cancellation occurs due to unusual or unforeseeable circumstances beyond our control the consequences of which we could not have avoided even with all due care, is also limited to refunding reasonable receipted funds you incurred which you cannot recover. Compensation will not be paid for minor changes or significant changes or cancellations more than 8 weeks prior to departure. In all cases compensation will be limited to the maximum of the cost of the reservation fee for the barn. We recommend that you take out suitable insurance to cover your holiday

## 22. NO SMOKING PROPETY

For insurance purposes under no circumstances is smoking allowed on the property. If there is evidence that individuals have been smoking then further charges will be made to cover additional cleaning and redecorating costs. Individuals must smoke outside the property at all times

# 23. RELETTING ON YOUR BEHALF

If you have to cancel your holiday, we can, if requested in writing, attempt to relet the accommodation on your behalf. If successful we will refund any monies paid by the new hirer (please note this may not be full price, especially if it is a late booking), less any insurance premium, surcharge, any 'extras' (unless returned) and administration fee of £20. If we cannot secure a booking you will not be entitled to a refund.

# **24. YOUR RESPONSIBILITIES**

You are responsible for the property, this means you must keep all furnishings and fittings inside and outside the property in a comparable state of repair and condition as at the beginning of the holiday. The property cleanliness must be left in the same state as you found it. Breach of these conditions may result in the owner making an additional cleaning charge and/or making a claim against you as a result of any damage or loss. You are expected to show due consideration for other people, not to abuse the property or display rude, dangerous or offensive behavior towards the owner or caretaker or other third party. Possession of the property can be refused or you can be asked to leave before the end of the holiday. If this happens we will treat your holiday as having been cancelled by you and you will not be entitled to a refund of your holiday cost or compensation. It is your responsibility to check the holiday property meets your needs and we cannot be responsible for ensuring the property is entirely suitable for your needs. We cannot accept any bookings that are specified to be conditional upon fulfillment of a particular request. It is your responsibility to notify us of any information regarding a medical problem or disability that may affect your holiday at the time of booking.

#### **25. DATA PROTECTION**

We will collect certain personal details from you including your name and address. For your holiday to be provided, we may need to pass on your personal details to other organisations that provide an element of the holiday such as our insurance company. We would like to use your personal details for future marketing purposes. This may cover sending brochures or details of promotions to you. We may contact you by E-mail, post, fax or telephone for the purposes set out in this clause. If you do not wish to receive any or all of the communications set out in this clause, please let us know by telephone or letter, e-mail or fax. We are entitled to assume that you do not object to being communicated with. We will not pass on your details to any other third party not mentioned above who do not provide an element of the holiday you are booking.

#### **26. FORCE MAJEURE**

Compensation payments will not apply where we cannot fulfill our obligations due to circumstances beyond our control. This would mean any event we cannot foresee with all due care, e.g. riots, war or threat of war, terrorist activity, civil strife, natural or nuclear disaster, industrial dispute, adverse weather conditions, fire epidemic or health risk and similar factors beyond our control.