

Denham House & Cottages
North Buckland, North Devon, EX33 1HY

Terms and Conditions of hire of Self Catering Cottages for 2012

These Booking Terms apply to the business named as “Denham House & Cottages” (We / Us / Our) and the person or legal entity making the Booking or to whom We supply services in respect of the Booking (You / Your). These Booking Terms are governed by English law and apply to all Bookings except where We agree in writing other terms.

By making a booking you are deemed to accept these Booking Terms

Bookings

You must be able to enter into a legally binding contract and be over 18yrs to make a booking.

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. One third of the total cost is required as a deposit at the time of booking a cottage. We will confirm Your booking when We have received Your deposit and completed Booking Form. Where a deposit is paid, the balance will be paid by You no later than 6 weeks prior to Your stay. Payments can be made using a credit card, debit card or a cheque. Cheques should be made payable to “Denham House”. A 2% surcharge is added to payments using a credit card, however, there is no surcharge for debit cards or cheques.

For bookings made with less than 6 weeks to the proposed date of Your stay:

Full payment is payable at the time of the booking; payment can be made by debit or credit card only (2% surcharge will be added to payments using a credit card); payment by cheque will not be acceptable.

Prices

Rates are per cottage as quoted at the time of booking. Rates quoted are only for the specific number of guests, nights and dates agreed. Should You wish to change the number of guests, dates or number of nights, with Our agreement, then the rates are subject to change.

Prices quoted for cottages include all electric heating, electricity, bed linen and full use of Denham House Cottages facilities i.e. the garden and games room.

Our Liability

Other than for death or personal injury caused by Our negligence or misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstance will We be responsible for any indirect or special damages,

We will not be liable for failure to perform to the extent that the failure is caused by any factor beyond Our reasonable control.

Your Liability

You are liable for and shall indemnify Us for any acts or omissions by You (whether or not intentional) which results in damage to the cottage, including but not limited to, damage caused as a result of negligence, deliberate damage or recklessness (and We will use all reasonable endeavours to rectify any damage internally prior to contracting specialists to make the repairs in order to minimise the costs incurred by You.)

You are liable for the cost of replacing any items which You remove from the premises without Our consent.

In the event that We become aware of damage to property or loss of possessions after You have departed, We reserve the right to make a charge to Your credit/debit card, or send an invoice for the relevant amount to You which shall be payable within 14 days of the date of invoice.

You must adhere to policies and procedures implemented by Us, including, but not limited to, health and safety and security procedures.

You must not bring any illegal or hazardous substances into the cottage.

Children must be supervised by an adult at all times.

We reserve the right to terminate your booking immediately without being liable for any refund or compensation where you engage in unacceptable behaviour that causes a disturbance or nuisance to our other guests.

Arrival and Departure

Check-in times are from **4pm to 10pm**. The cottage(s) will not be available before 4pm. Check-in after 10pm **by prior arrangement only**.

The cottage(s) must be vacated by no later than 10:00am on the day of departure.

Cancellations

If You need to cancel Your booking: please notify Us immediately so that We can endeavour to re-let the cottage(s). If We are successful in re-letting the cottage(s) We will refund all monies paid less a 10% administration fee. In the event of Us being unsuccessful in re-letting the cottage(s) the full hire charge is payable by You to Us.

You are strongly advised to take out Holiday Cancellation Insurance.

If We need to cancel your booking: We would only cancel your booking if Your cottage was unavailable for reasons beyond our control. We would attempt to offer You alternative accommodation, however if this was not possible, or unacceptable to You, then we would refund all monies paid by You. Our liability would not extend beyond this refund.

Conditions of stay

We have some standard conditions that are designed to ensure that we comply with regulations relating to matters such as fire, health and safety, and to enhance the comfort and wellbeing of all of our guests.

- A. **Dogs are not permitted in the cottage(s)** except registered guide / hearing dogs.
- B. The **number of persons occupying the cottage(s) at any time must not** exceed the number specified on the Booking confirmation or the number of bed spaces provided. (Barley Cottage 8, Old Granary 4).
- C. The hirer is responsible for any losses, breakages or damages. Charges will be made for damages, breakages, replacements as stated above.
- D. Hire is from Friday to Friday during the summer season, school and public holidays. Other start/finish days may be agreed for Christmas, New Year and out of season.
- E. **Cottages must be left clean and tidy.** You will be charged for any additional cleaning above the normal cleaning.
- F. **Parties etc. are not permitted at any time.**

- G. Cars can be parked in the garages attached to the cottage(s) or on the lane outside the cottage(s).
- H. The facilities at Denham House Cottages are for the use of Denham House & Cottages' registered guests only. Visitors to our guests are not permitted to use the facilities or any equipment in the games room or garden.
- I. Equipment in the games room and garden are used at your own risk.
- J. **Children must be supervised at all times.**
- K. Smoke and/ or heat detectors are installed in all rooms of the cottages for your safety. Tampering with any detector is against the law and endangers the safety of everyone in the cottage(s) and main house. Any tampering with a detector is signalled in the main control box. Should this occur, we reserve the right to ask You to leave the cottage. No refunds or compensation will be made to You.