

Booking Conditions for Burns Cottage

In these Booking Conditions “we”, “us”, “our” and “the Owner” means The Owners of Burns Cottage. References to “you” and “your” mean the person making the booking (the “party leader”) and all members of the holiday rental party who have been accepted by the Owner (including anyone who is added or substituted at a later date). These Booking Conditions set out the basis of your contract with the Owner. Nothing in these Booking Conditions affects your normal statutory rights.

1. Your booking

All offers and bookings are subject to availability. The party leader must be at least 25 years of age at the time of booking. The party leader must be authorised to make the booking on the basis of these Booking Conditions by all other members of the holiday party. By making the booking, the party leader confirms that he/she is so authorised and that all other party members agree that the booking is subject to these Booking Conditions. The party leader is responsible for making all payments due to the Company. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. When the Owner issues a written confirmation (see below) to you, this signifies that the Owner has entered into a contract with you, which is subject to these Conditions. The Owner has the right to refuse any booking prior to the issue of your written confirmation, and if the Owner does this, the Owner will tell you in writing and promptly refund any money you have paid. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Owner immediately.

Please note We will provide you with your written confirmation either by post or by email. If you book by post or telephone we will send your confirmation to you by post unless you advise us at the time of booking you would prefer it to be provided by email. All references to “your written confirmation” therefore means confirmations provided by post or by email as applicable. It is your responsibility to check your emails regularly and to advise of any change to your email address.

2. Paying for Burns Cottage

When you book Burns Cottage you should pay the deposit due by sending a cheque to the Owner. Providing the booking can be confirmed, the Owner will then send your written confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the Owner no less than 8 weeks before your arrival date at the property. If you book less than 8 weeks before your arrival date, payment of your total holiday cost is due straightaway.

If any payment due in relation to your booking is not paid by the appropriate date, the Owner is entitled to assume that you wish to cancel your booking. In this case, the Owner will be entitled to keep all deposits paid or due at that date. The Owner normally sends out a reminder to you before your booking is cancelled. If the Owner does not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Section 6 depending on the date the Owner reasonably treats your booking as cancelled.

3. Cancellations or changes to your booking by the Owner

The Owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owner will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened, and inform you of the cancellation or change.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Company will, if possible and as soon as reasonably practical, offer the party leader an alternative date for the similar time of year. If you do not wish to accept a significant change, you will be entitled to cancel your booking and receive a full refund of all monies paid to the Owner. So as to keep any period of uncertainty to a minimum, the Owner will, whenever reasonably possible, communicate with you by telephone in the case of a significant change or cancellation and you are required to do the same. The party leader should tell the Owner as soon as reasonably possible whether you wish to accept any change or alternatively whether you want a refund. In the unlikely event that the party leader fails to tell the Company that you wish to accept any change the Owner is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Owner.

Please note the above options are not available where any change made is a minor change.

4. Circumstances beyond the control of the Owner (Force Majeure)

Except where otherwise expressly stated in these Booking Conditions, the Owner shall not be liable, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owner to perform or properly or promptly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of either the Owner (referred to as "force majeure" in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure due to force majeure) the Owner will, however, refund to you all monies paid to the them by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/ accommodation) will be payable in such circumstances by either the Owner to you.

5. Liability

The Owner shall have no liability for any death or personal injury unless, in the case of the Owner, it results from the Owner's negligence or that of any employee of the Owner (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner in respect of damage to, or loss of, such personal property except, in the case of the Owner, where the damage or loss is caused by the negligence of the Owner or that of any employee of the Owner (providing they were at the time acting in the course of their employment).

6. If you change or cancel your booking

(i) Changes

If you want to change your booking once your confirmation has been issued we will endeavour to assist but please bear in mind that changes cannot be guaranteed. Where changes can be made an administration fee of £25 will be payable to the Owner once any change has been made together with any other resulting costs (for example any increase in price). However, it is important to realise that a change of dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking. The Owner will advise the party leader if this is the case when the change is requested. The party leader must then inform the Owner as soon as reasonably possible whether you still wish to change your booking. If you advise the Owner that you do or the party leader fails to contact the Owner as soon as reasonably possible, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum, the Owner will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

(ii) Cancellations

If you have to, or wish to, cancel your booking, the party leader must telephone the Owner on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing sent by recorded delivery to the Owner at the address shown in your booking confirmation. The day the Owner receives your telephone notification of cancellation is the date on which your booking is cancelled.

To qualify for a refund your reason for cancelling must be one of the following, must apply to a member of your party, and with the exception of pregnancy must have occurred after you booked your holiday and must prevent you from taking your holiday. Please note that you will not receive a refund for pregnancy where the party member is expected to give birth within 14 weeks of the arrival date home -

Illness/Pregnancy (subject to medical evidence of unfitness to travel); Death; Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years); Jury or Witness service (in a Court of Law); Illness or Death of a close relative (a close relative is defined as one of the following - Spouse, Son or Daughter (in law), Parent (in law), Grandparent, Sister or Brother, Fiancé(e)); your home is rendered uninhabitable due to fire, storm, flood, subsidence or malicious damage; your presence is requested by the Police, following a burglary at your home or place of business, during the period of your holiday or within the preceding 7 days; your unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost holiday is recoverable from any other source); or compulsory quarantine. You may also receive a full refund if you are unable to reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident en route (NB: This only applies if you have made every effort to attempt to complete your journey. You will need to produce evidence from the Police, RAC or AA). Although a refund is available in these circumstances you may prefer to delay your arrival. In these cases a 25% refund is available for each 24 hour delay, up to a maximum of 72 hours = 75% (For short breaks, a fixed refund of 50% applies for all arrivals delayed for more than 24 hours). You will be asked to complete the Company's Booking Cancellation form which may require signing by a Medical Practitioner or employer and in which the Company may request further information from a third party.

(ii) Cancellations continued...

The following reasons for cancellation do not qualify for a refund as set out above: suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs, or any other reason which is not specifically referred to.

Where the reason for cancellation does not fall within one of the qualifications for a refund as set out above, eg: dis-inclination to travel, leave cancelled by employer (other than HM Forces or the Police) etc, a cancellation charge will be payable, based on the number of days before the arrival date at the property that the Company receives notification of your cancellation, as shown in the following table. This means that if you have paid the balance of your total holiday cost and then have to, or wish to, cancel, you may receive a refund of part of such cost. However, if you have not paid your total holiday cost by the time of your cancellation, you may be required to make a further payment by way of cancellation charge.

<u>Number of days before arrival date that notification of cancellation is received</u>	<u>Cancellation Charge</u>
More than 56 days	Full Deposit
29-56 days	50% of cost
15-28 days	75% of cost
Less than 14 days	Total cost

(iii) Curtailment of your holiday

A refund as set out above is also available if your holiday is cut short for any of the qualifying reasons set out in (ii) above. In this case, you will be reimbursed for the appropriate proportion of the holiday charge. This only applies if the property is vacated by all persons in your holiday party. Where your holiday is curtailed for medical reasons affecting any persons in your party, you will need to produce a certificate from a local doctor, confirming the necessity of returning home.

7. Arrival at Burns Cottage

You can arrive at Burns Cottage at any time after 3.00pm (unless advised otherwise, for example on your confirmation) on the start date of your holiday rental and you must leave by 10.00am on the last day. If your arrival will be delayed beyond 8.00pm on the start date of your holiday rental, you must contact the owner so that alternative arrangements can be made. If you fail to do so, you may not be able to gain access to the property. If you fail to arrive by 12 noon on the day after the start date of your holiday rental and you do not advise the person whose details are given on the location guide of your late arrival, your booking may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

You and all members of your party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. You and all members of your party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by the Owner. You are responsible to the Owner for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your party, and the Owner can require payment from you to cover any such costs.

The Owner is entitled at his/her sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if the Owner reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members or your party. These circumstances will be treated as a cancellation by you. You also must not allow more people than agreed to occupy the property, neither can you significantly change the composition of your party during your occupation of the property, nor can you take your pet. If you do any of these things, the Owner can refuse to hand over the property to you, or can repossess it. If the Owner does so, this will be treated as a cancellation by you. In these situations no refund of any monies you have paid in respect of your booking will be made and the Owner will not have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/ accommodation or the payment of any compensation to you). The Owner will also not be obliged to find any alternative accommodation for you.

Burns Cottage is a non-smoking environment. Pets are not allowed within Burns Cottage or its surrounding grounds. Registered guide and support dogs belonging to those with visual and hearing impairments are allowed but notification of this must be received by the owner when the booking is taken. Customers with allergies should be aware that we cannot guarantee that a registered guide and/or support dog has not stayed in Burns Cottage nor can we accept any liability for any suffering which may occur as a result of such animals having been present.

7. Arrival at Burns Cottage continued...

You must allow the Owner and any representative of the Owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a

problem needs remedying quickly and you cannot be contacted in time - in these situations the Owner is entitled to enter the property at any time without giving you prior notice).

8. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable stay. If, however, you have any cause for complaint the Owner is anxious that remedial action is taken as soon as possible. It is essential that you contact the Owner or his/her representative immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless the Owner is promptly notified. Discussion of any criticisms with the Owner or his/her representative whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence

9. Communicating With You

For the purposes of the Data Protection Act 1998, the owner is the sole data controller of all personal data provided to the Owner by customers and prospective customers. In order to process your booking the Owner needs to collect certain personal details from you, for example names and addresses of party members, payment details, special requirements such as those relating to any disability or medical condition which may affect any party member's holiday arrangements and any dietary restrictions which may disclose religious beliefs.

The Owner also needs to process and store your personal details for their own administration, market analyses and operational reviews. The Owner would also like to store and use your personal details for future marketing purposes (for example, sending you brochures, emails or details of promotions and offers which the Owner feels may be of interest to you). All details you give to the Owner at any time will be kept, but only names, contact details and any booking preferences will be used for marketing purposes unless you are informed otherwise when you provide the information.

The Owner may disclose customers' names, contact details and booking preferences to any other trading division of the Owner, who offer goods or services which the Owner feels may be of interest to you.

If you do not wish to receive any or all of the communications set out in this Section, then please let the Owner know as soon as possible by telephone, letter, e-mail or fax. The Owner is entitled to assume that you do not object to being communicated with unless you have indicated otherwise either at the time you gave your details to the Owner or subsequently.

Except where expressly permitted by the Data Protection Act 1998, the Owner will only deal with the personal details you give to it as set out above unless you agree otherwise. You are generally entitled to ask the Owner (by letter, fax or e-mail) if and how it is processing your personal details. The Owner is entitled to charge a fee in responding to such a request. The Owner promises to respond to your request within 40 days of receiving this in writing and payment of the appropriate fee (if required by the Owner). In certain limited circumstances the Owner is entitled to refuse your request. The Owner may also record or monitor telephone calls to and from the Owner without notification for staff or training purposes.

10. Law

The contract between you and the Owner is subject to English law and no other, and is formed in Darlington, Co. Durham, England. It is agreed that any dispute you may have with the Owner will be dealt with by the Courts of England and Wales only unless you live in Scotland or Northern Ireland in which case proceedings may be brought in the Courts of Scotland or Northern Ireland respectively.

11. Your rights

Your statutory rights are not affected by anything contained within these Booking Conditions.

12. Booking Conditions

These Booking Conditions were updated in March 2007 and the prices and booking conditions supersede all previous editions. Prices and booking conditions may be superseded by subsequent editions.

Burns Cottage - Terms & Conditions Signature Form - Client Copy

We have read, understood and accept the terms & conditions for Burns Cottage:

Full Name of Party Leader: _____

Date of Arrival: _____ Number of Nights: _____

Guest Numbers: _____ Adults _____ Children (10 & under)

Address: _____

Post Code: _____ Telephone Number: _____

Client Signature: _____ Date: _____

For and on the behalf of Burns Cottage:

Name: _____ Signature: _____ Date: _____

Burns Cottage - Terms & Conditions Signature Form – Burns Cottage Copy

We have read, understood and accept the terms & conditions for Burns Cottage:

Full Name of Party Leader: _____

Date of Arrival: _____ Number of Nights: _____

Guest Numbers: _____ Adults _____ Children (10 & under)

Address: _____

Post Code: _____ Telephone Number: _____

Client Signature: _____ Date: _____

For and on the behalf of Burns Cottage:

Name: _____ Signature: _____ Date: _____

- ◆ Please complete and sign both copies.
- ◆ Once complete please return to the address below
with your Confirmation Deposit (which is non-refundable/non-transferable)
Burns Cottage
Greta Bridge, Near Barnard Castle
County Durham, DL12 9SE
- ◆ The Client copy will be returned to you, with your Deposit Receipt.