

RIVERSIDE BARN -- TERMS & CONDITIONS

CONTRACT

The hiring contract will be between the Hirer and The Owner of Riverside Barn, Mr Steve Wiles referred to below as 'The Owner' and shall be deemed to be made subject to these Conditions of Hire. The Contract of Hire is not effective until The Owner despatches to the Hirer written confirmation of the booking.

AMENITIES

The use of accommodation and grounds is entirely at the user's risk, and no responsibility can be accepted for injury, or loss or damage to user's or visitors belongings.

Included are

- All electricity, heating and hot water
- Bed linen (duvets and sheets). and towels (but not beach towels) are provided
- A basket of logs for the woodburning fire.
- Broadband Internet access (wireless) – Please Note: this service is provided as a courtesy to the Hirer, and provision of this service does not form part of the contract of hire. There is no technical support for this facility. Whilst every effort will be made to provide continuity of this service, this may become unavailable due to equipment failure or temporary problems with the service provider.

Travel Cots and High Chairs : Please advise us when booking if a travel cot or a high-chair is required. Bed linen is not provided for cots.

DEPOSIT PAYMENT

Bookings will be confirmed upon receipt by The Owner of the required deposit payment. This will amount to 25% of the total accommodation rental fee and must be received within 14 days of your enquiry. However, if the booking is made within eight weeks of the holiday commencement date, the full accommodation rental will be required.

BALANCE PAYMENT

The balance of the Hire will be due for payment six weeks before the holiday commencement date. The Owner reserves the right to cancel a holiday where full payment has not been received less than 28 days before holiday commencement date. Payment made for bookings taken less than eight weeks before your holiday commences must be paid in full at the time of booking. The payment must be included with the booking form. Payment can be made by cheque or Bank Transfer.

SECURITY DEPOSIT

A Security Deposit of £150 will be due on all hirings at the same time as the Balance of Hire. Assuming there has been no damage (please see item 'Damages' below) this will be refunded as soon as possible by cheque or bank transfer (within 10 working days) after the accommodation has been inspected at the end of the hire period.

BOOKING CONFIRMATION

Once a Confirmation of Booking has been issued by The Owner the Hirer is responsible for the total published price of the property, as shown on the confirmation.

FORCE MAJEURE

The Owner cannot accept responsibility nor be deemed liable for any compensation where the performance of our contract with the person booking is prevented or affected by reason of circumstances out of our control. Circumstances amounting to 'force majeure' include any event which we could not, even with due care, foresee or avoid. Such circumstances include destruction or damage of the property booked through fire, flood, explosion, storm or other weather damage, break-in, criminal activity or any similar event beyond our control. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, war, threat of war, terrorist activity, vital utilities being denied for whatever reason and all similar situations beyond our control.

BOOKING CANCELLATION

If you are forced to cancel your holiday you must inform The Owner in writing immediately by first class post enclosing your booking confirmation. Hirers are responsible for their own cancellation insurance arrangements. In all cases of cancellation the deposit is forfeited. The Owner will make every effort to relet the accommodation, but the hirer will remain liable for the outstanding balance if we are unable to relet all or part of the period booked. Any Damage Deposit paid will be refunded. You are strongly recommended to take out your own Personal Holiday Insurance for you holiday.

MINORS

We cannot accept bookings from anyone under 18 years of age.

ACCESS

You may occupy the property at 4pm or after on the day of hire (subject to unavoidable delays). On the day of departure you must leave Riverside Barn by 10.00am. You are obliged to leave everything in a clean and tidy condition. The Owner reserves the right to charge for damage or for any exceptional or specialist cleaning requirements after your stay.

DELAYED DEPARTURE

If, without our agreement, the accommodation and the associated property have not been vacated by all party members by the departure time you will pay us 10 per cent of the daily equivalent of the accommodation price for each hour or part thereof between the departure time and the time at which they are so vacated. This will be deducted from the returnable security deposit.

PARTY NUMBERS

Under no circumstances may persons other than those individuals stated on the booking form occupy the property. The Owner reserves the right to refuse admittance if this condition is not observed. The Owner reserves the right to refuse or revoke any bookings from parties which may in their opinion be unsuitable for the property. To exceed the stated number may lead to termination of the hire with no notice and no refund.

INFORMATION

The Owner takes every care to ensure accuracy of the accommodation description. All information is given in good faith and every effort is made to ensure that this is correct, but The Owner cannot be held responsible for changes in circumstances beyond their control.

The Owner cannot accept liability for happenings outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions. It is the Hirer's responsibility to notify The Owner or his agent in this event and they will make every effort to remedy the situation as soon as possible.

HIRER'S RESPONSIBILITIES

The Hirer is responsible for the property and is expected to take all reasonable care of it. All equipment, utensils, etc. must be left clean and the property must be left clean and tidy at the end of the hire period.

ANY SHORTCOMINGS

You must notify any shortcoming with your cottage to us as soon as possible so that remedial action, if appropriate, can be taken.

If a significant problem is not resolved to your satisfaction, please contact us, in writing, as soon as possible during your holiday.

For all complaints and claims which do not involve personal injury, illness or death, we regret that we cannot accept any liability if you fail to notify us in writing of any complaint or claim during your holiday

DAMAGES

All damages and breakages are the legal responsibility of the Hirer, and their cost shall be refundable on demand. It is the duty of the occupier to let The Owner know immediately of any damage or breakages that occur so that they can organize repair or replacement. Minor damages or breakages will not normally be charged for.

The Owner reserves the right to repossess the Holiday Accommodation at any time, where damage has been caused or is deemed likely to be caused by the Hirer or any member of the Hirer's party. The Owner will not be liable to make a refund of the remaining portion of the hire terms paid.

The Owner reserves the right to enter the accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).

PETS - No pets are permitted in Riverside Barn or on the site in general.

SMOKING - This is a non-smoking establishment.

LEGAL - Any disputes arising between The Owner and the hirers, if not mutually resolved, shall be referred to a single arbitrator agreed, or in the default of such agreement, the President for the time being of the Law Society or Institute of Arbitrators. In either case, such arbitration would be subject to the provisions of the Arbitration Act of 1996 or any statutory modification thereof for the time being in force.

AVAILABILITY - The hiring contract is made on the understanding that the property and its facilities as published will be available for the dates stated. In the unlikely event that the property is not available through events arising outside the control of The Owner, they may be forced to cancel the booking. The hirer will be advised as early as possible. The hirer will be entitled to a refund of all monies due. The hirer will not as a result have any further claims against The Owner.

YOUR VEHICLES - Your vehicles and their accessories and contents are left entirely at your risk. The Owner will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than in the case of negligence by us or our staff.

LIABILITY - Except where otherwise specified in these Conditions of hire we cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than the proven negligence of ourselves or our employees. This does not attempt to exclude negligence or breach of statutory duty.