



Wye Green Holiday Accommodation

BOOKING CONDITIONS

1. DEFINITIONS

1.1) "Additional Fees" means any fees payable by the Holidaymaker other than the Rental Charge, including (but not limited to) card handling fees, insurance costs and heating supplements.

1.2) "Owner" means property owner of cottage.

1.3) "Booking" means the reservation of the Property by the Holidaymaker.

1.4) "Booking Conditions" means these terms and conditions.

1.5) "Booking Fee" means the booking fee payable by the Holidaymaker to the Owner if relevant.

1.6) "Deposit" means:

(a) 30% of the Rental Charge; or

(b) if the holiday is due to commence within six weeks of the date of a Reservation Request, 100% of the Rental Charge

1.7) "Holidaymaker" means the person or persons making the Booking.

1.8) "Holiday Confirmation" means the confirmation of the Booking issued by the Owner to the Holidaymaker (by email and/or post) once the Initial Payment has been processed.

1.9) "Initial Payment" means the payment of the Deposit and any applicable Additional Fees.

1.10) "Property" means Wye Green Holiday Accommodation.

1.11) "Property Owner" means the property owner of cottage.

1.12) "Rental Charge" means the total rental charge payable in respect of the Booking.

1.13) "Reservation Request" means a request to make a Booking in the form of a

completed holiday booking form (whether submitted via the post, email, website or otherwise) or a telephone booking.

1.14) "Short Break" means a holiday for a duration of less than seven nights.

2. ROLE OF THE PROPERTY OWNER

2.1) The Property Owner takes and arranges Bookings. The Owner owns and manages the Property and reserves the right to refuse any Booking.

2.2) Once the Initial Payment has been made and a Holiday Confirmation has been issued by the Owner, a legally binding contract shall exist between the Holidaymaker and the Property Owner pursuant to which the Property Owner will make the Property available for the period set out in the Booking.

2.3) The contract shall be subject to these Booking Conditions and any other special conditions made known to the Holidaymaker at the time of the Booking.

3. BOOKINGS AND PAYMENT

3.1) Following receipt of a Reservation Request the Owner shall check the availability of the Property. If the Property is available for the Holiday, the Owner shall reserve the Property.

3.2) Upon reservation of the Property in accordance with clause 3.1, the Holidaymaker must make the Initial Payment to the Owner, unless advised otherwise. If payment is not received, the reservation will be cancelled.

3.3) Upon receipt of the Initial Payment, the Owner will issue a Holiday Confirmation to complete the Booking.

3.4) The balance of the Rental Charge (if any) must be paid by the Holidaymaker to the Owner no later than six (6) weeks prior to the commencement of the holiday (the Owner shall endeavour to inform the Holidaymaker of the due date at the time of the Booking).

3.5) Where the Owner has not received the balance by the due date, an overdue reminder letter will be issued to the Holidaymaker and a charge of £10 will be added to the balance due. If the balance is not received within four (4) days of that reminder, the Owner reserves the right to treat the Booking as cancelled by the Holidaymaker and clause 5 shall apply and the Holidaymaker shall have no claim against the Owner for compensation or reimbursement whatsoever.

3.6) The prices stated on the website are cash prices in pounds sterling. Any charges raised against the Owner by its bank for handling dishonoured cheques, bank transfers



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or any other payments, must be reimbursed by the Holidaymaker to the Owner within seven (7) days of the Owner's request to do so.

3.7) All payments must be made in pounds sterling.

3.8) All payments must be made by either Cheque or Bank Transfer.

3.9) The Owner reserves the right to correct any error in advertised and/or confirmed prices.

4. BOOKING DETAILS

Immediately upon receipt of the Holiday Confirmation from the Owner, the Holidaymaker should check the details and notify the Owner of any mistakes/errors made by the Owner as soon as possible and in any event within seven (7) days; no changes can be made to the Booking after this time. The Owner reserves the right to charge a holiday booking amendment fee to administer/correct any error by the Holidaymaker.

5. CANCELLATION BY THE HOLIDAYMAKER

5.1) The Holidaymaker should notify the Owner immediately if he/she wishes to cancel the Booking. The cancellation only takes effect when the Owner has received written confirmation from the Holidaymaker. If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance shall remain payable notwithstanding cancellation.

5.2) When a booking is cancelled, a percentage of the total balance payable will still be charged as below:

0-2 weeks	100% of total balance outstanding
2-6 weeks	50% of total balance outstanding
6 weeks and over	Deposit is non refundable and remaining balance void

6. OTHER CANCELLATIONS

6.1) In the event of the Owner being unable to arrange the holiday accommodation requested by the Holidaymaker, or if the Property becomes unavailable for whatever reason, the Owner will endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard in a similar location.

6.2) If the Holidaymaker has paid any money in respect of the Property and the Property subsequently becomes unavailable, the Owner shall use its reasonable endeavours to refund to the Holidaymaker all monies paid by the Holidaymaker.



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6.3) The Owner is not liable for any costs associated with alternative accommodation, which must be paid by the Holidaymaker.

6.4) Save as set out above, the Owner shall have no liability for the cancellation or alteration of a Booking.

7. WEBSITE ACCURACY

7.1) To the best of the Owner's knowledge the details relating to the Property described in the website were correct at the time of the booking.

7.2) Upon becoming aware of any material inaccuracies in any published description of the Property or material changes to the Property, the Owner shall endeavour to correct them and inform the Holidaymaker. The Owner may, in its sole and absolute discretion, offer the Holidaymaker the option to treat the change as a Cancellation Event and clause 6 shall apply accordingly.

7.3) The Owner cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the website.

8. INSURANCE

To minimise the financial risks associated with going on holiday it is strongly recommended that the Holidaymaker arranges travel insurance that matches their needs when booking the holiday.

9. RESPONSIBILITIES OF THE HOLIDAYMAKER

9.1) During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes (for the benefit of the Property Owner) as follows:

9.1.1) that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation;

9.1.2) that the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party;

9.1.3) to show due consideration for other parties (to include, but not be limited to, refraining from abuses of the Property and/or dangerous, offensive or rude behaviour to the Property Owner, his representative or any third parties such as neighbours);

9.1.4) to allow the Property Owner or his representative access to the Property at any



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reasonable time during the period of the holiday;

9.1.5) to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss;

9.1.6) to report as soon as possible to the Property Owner (or his representative) any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Property Owner with the cost of replacement. The Property Owner reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;

9.1.7) to arrive after 3 p.m. on the arrival day and to vacate the Property by 11 a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner and/or the Holiday Confirmation states otherwise;

9.1.8) not (without the express permission of the Property Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property; and

9.1.9) to notify all other members of the Holidaymaker's party of these undertakings.

9.2) In the event of a breach of any of the undertakings set out in clause 9.1 the Property Owner (or his representative) can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

10. PETS ARE NOT ALLOWED

Pets are NOT allowed at the Property or in the grounds of the Property. If a Holidaymaker takes a pet to the Property the Property Owner (or his representative) can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

11. LIABILITY



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11.1) The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at the Property entirely at their own risk.

11.2) The Owner shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is caused by the negligence or wilful default of the Owner.

11.3) No representative, agent or sales person (whether employed by the Owner or not):

11.3.1) has authority to vary, amend or waive any of these Booking Conditions and no amendment or addition to any of these Booking Conditions shall be deemed to have been accepted unless accepted in writing by the Owner;

and/or

11.3.2) has authority to make any verbal representations or provide additional information over and above information contained on the Owner's website. The Owner cannot accept responsibility and give no warranty in respect of information or representations not contained in these Booking Conditions or on the Owner's website.

11.4) The Holidaymaker is responsible for all Internet content viewed/downloaded while at the property, whether from the property or any other connections used during the dates of the holiday let.

12. COMMUNICATION AND INFORMATION

12.1) For the purpose of the Data Protection Act 1998, all personal and other information and details collected by the Owner in the course of its business, belong to the Owner and will not be disclosed to any third party.

12.2) Provided the Holidaymaker has not told the Owner otherwise, the Owner may use the Holidaymaker's personal information for marketing the Owner's services.

12.3) If the Holidaymaker or other individual wishes to be removed from the Owner's marketing lists, they should contact the Owner by email at info@wyegreen.co.uk.

13. COMPLAINTS

13.1) In the unlikely event the Holidaymaker may have cause for dissatisfaction, the Holidaymaker should contact the Property Owner (or his representative) as soon as



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possible. The Property Owner takes complaints from Holidaymakers seriously and will try to resolve them if at all possible.

13.2) If the Holidaymaker is unhappy with the Property Owner's response, the Holidaymaker should write to the Owner as soon as possible (and in any event within 28 days of the end of the holiday) and provide details of the complaint.

13.3) Without prejudice to clause 2.2, upon receipt of details of a complaint from a Holidaymaker, the Owner may (in its absolute discretion) liaise with the Holidaymaker and attempt to resolve the outstanding complaint.

13.4) This clause 13 is without prejudice to any cause of action the Holidaymaker may have against the Property Owner.

14. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by the Property Owner, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Property Owner are prevented or affected, by any event which the Property Owner could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions closure of international borders, disease, none availability of transport services, interruption to services/utilities and all similar events outside the control of the Property Owner.

15. LAW AND JURISDICTION

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.