

Mill Fosse Cottage - Booking Conditions

Issue 2 – 24 January 2023. These booking conditions supersede all previous issues.

Reservations for accommodation whether made by telephone, fax, in person, in writing or from the internet are accepted by Mrs Sue Burrows, owner of Mill Fosse Cottage, Hawes, North Yorkshire, hereinafter referred to as MILL FOSSE COTTAGE, on the following conditions.

1. CONTRACT OF HIRE

The hiring contract will be between you, the HIRER, and MILL FOSSE COTTAGE and shall be deemed to be made subject to these Conditions of Hire and governed by English Law. The Contract of Hire is not effective until MILL FOSSE COTTAGE sends confirmation of the booking to the HIRER. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from HIRERS under the age of 18 years.

2. INITIAL PAYMENT

Please note that reservation requests are not confirmed bookings until MILL FOSSE COTTAGE has contacted the HIRER and accepted a deposit payment.

Bookings will be confirmed by MILL FOSSE COTTAGE upon receipt of a non-refundable deposit payment of 25% of the total holiday cost, comprising cottage rental, booking fee, if any, and any additional charges – e.g. for pets.

If a booking is made within eight weeks of a holiday's start date, the full cost is required to be paid at the time of booking.

Payments can be made online by card through Opayo (formerly SagePay) or the Bacs payment system.

Deposits paid on bookings are non-returnable.

3. BALANCE PAYMENT

The balance of the hire will be due for payment eight weeks before the holiday start date.

Following receipt of the balance payment, directions to the property and access arrangements will be sent to the HIRER approximately 1 week before the commencement of the rental.

MILL FOSSE COTTAGE reserves the right to cancel a holiday if full payment has not been received with fewer than 40 days to go until the holiday start date.

Payments can be made online by card through Opayo (formerly SagePay) or the Bacs payment system.

4. VALUE ADDED TAX

MILL FOSSE COTTAGE is not registered for UK VAT.

5. AMENDMENTS TO BOOKINGS

Once MILL FOSSE COTTAGE has issued a Confirmation of Booking, the HIRER is responsible for the total published price of the property and any extras as shown on the confirmation.

HIRERS may request a change to a booking by contacting MILL FOSSE COTTAGE in writing. Any changes made will be at the sole discretion of MILL FOSSE COTTAGE and amendments to bookings may be subject to an administration fee of £30.

If a HIRER wishes to amend a booking **40 days or more before** the due check-in date, MILL FOSSE COTTAGE will endeavour to change the booking with no loss of deposit. If that results in a change in the total price of the accommodation, MILL FOSSE COTTAGE will notify the HIRER of the amended price in writing.

Any additional costs resulting from a booking amendment must be paid in full by the Hirer before the amendment is confirmed by MILL FOSSE COTTAGE. If the HIRER does not wish to accept the amended price then the booking shall remain as originally placed.

If a HIRER wishes to amend a booking **fewer than 40 days before** the due check-in date, MILL FOSSE COTTAGE will consider such a request, but any offer to change the booking will be at the sole discretion of MILL FOSSE COTTAGE.

For all requests to change a booking, if the subsequent offer by MILL FOSSE COTTAGE proves unacceptable to the HIRER, either the original booking will continue to stand or the HIRER may choose to cancel, in which case the cancellation conditions below will apply.

6. CANCELLATIONS

6a Cancellations by HIRERS

HIRERS may cancel a booking by contacting MILL FOSSE COTTAGE in writing and referencing their invoice/booking confirmation. MILL FOSSE COTTAGE will confirm cancellations in writing.

Please note again: whatever the circumstances, if a HIRER cancels a booking, the initial deposit made at the time of placing the booking will not be refunded.

Any balance payments made to MILL FOSSE COTTAGE prior to a cancellation will be refunded in the following proportions according to how close the date of cancellation is to the check-in date:

40 days or more before the check-in date - a full refund of any balance paid minus a £30 admin fee;

Between 39 and 15 days before the check-in date - a 50% refund minus a £30 admin fee;

14 days or fewer before the check-in date - no refund will be made.

MILL FOSSE COTTAGE will process any refund payments within 5 working days following the date of cancellation.

MILL FOSSE COTTAGE strongly advises HIRERS to take out travel insurance so that policy claims may be made for booking cancellations.

No refunds are payable in the event that a HIRER cuts short a stay or is disinclined to travel. If a HIRER develops symptoms of Covid 19 during a stay and needs to isolate at Mill Fosse Cottage, the HIRER will be charged the full day rate for the extra days over and above the pre-booked length of the stay. The day rate will be the equivalent day rate the HIRER paid for the original booking.

Again, MILL FOSSE COTTAGE strongly advises HIRERS to have current holiday insurance in place to cover such eventualities.

6b Cancellations by MILL FOSSE COTTAGE

The Hiring Contract is made on the understanding that the property and its facilities as published will be available for the dates stated. If the property becomes unavailable, due to events outside the control of MILL FOSSE COTTAGE (such as fire, flood or subsidence), then MILL FOSSE COTTAGE may be forced to cancel the booking. The HIRER will be advised as early as possible and either rebooked to another suitable date or refunded any payments made in advance.

The HIRER will not as a result have any further claims against MILL FOSSE COTTAGE.

7. AMENITIES

The use of accommodation and additional amenities, where offered, such as wood burning stove or bicycles outside the property are entirely at the users' risk and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings.

Further, MILL FOSSE COTTAGE cannot accept liability for events outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, WiFi, temporary invasion of pests, damage resulting from exceptional weather conditions, etc.

However, MILL FOSSE COTTAGE does not seek to exclude or limit legal liability for any negligence on the part of its agents.

8. PARTY NUMBERS

In no circumstances may more than the maximum number of persons as stated in the brochure or website occupy a property, in this case two people. MILL FOSSE COTTAGE reserves the right to refuse admittance if this condition is not observed. Only those listed on the booking may occupy the premises. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. MILL FOSSE COTTAGE reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

9. HIRERS' RESPONSIBILITIES

For the whole of the period included within a booking, the HIRER will be responsible for the property and will be expected to take all reasonable care of it. The property details aim to give accurate descriptions of the property. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out to MILL FOSSE COTTAGE at the initial enquiry stage so that the suitability of the property can be assessed. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. At no time should a pet be left alone unsupervised at the property.

HIRERS must not arrive before 5pm at the start of their rental period and the property must be vacated by 10.00am on the day of departure.

10. DAMAGE

All damages and breakages are the legal responsibility of the HIRER, and should be notified to MILL FOSSE COTTAGE or noted in the damage and breakages book before the end of the holiday. The cost of damage or breakages shall be payable on demand.

Normally, minor accidental damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonable to expect, MILL FOSSE COTTAGE reserves the right to charge HIRERS for any additional costs incurred as a consequence and may, at their discretion, refuse further bookings.

Should a HIRER find on arrival any damaged or non-working items, they must be reported to MILL FOSSE COTTAGE or the key holder immediately, so that matters can be rectified. MILL FOSSE COTTAGE and its agents have the right to enter the property (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). MILL FOSSE COTTAGE reserves the right to request payment of a security deposit should it be deemed necessary. MILL FOSSE COTTAGE reserves the right to repossess the Holiday Home at any time, where a HIRER or any member of the party has caused damage. MILL FOSSE COTTAGE shall not be liable to make a refund of any remaining portion of the hire terms paid.

11. DAMAGE DEPOSIT FOR DOGS

If a HIRER is taking a dog to Mill Fosse Cottage there is a £150 deposit required in advance of the stay. A week before the stay the HIRER will be contacted and asked for their credit card details. The deposit will NOT be taken unless it is required – the card details will be held until after the stay to ensure there is no damage or issues with items such as sofas, chairs, beds etc. Please note dogs are not to be left unattended at Mill Fosse Cottage, nor are they permitted on the bed, chairs or sofa.

12. COMPLAINT PROCEDURE

If a HIRER is dissatisfied with the service received, MILL FOSSE COTTAGE or the key holder must be notified immediately, so that an investigation can be carried out and any necessary action taken.

13. ACCURACY AND INTEGRITY OF INFORMATION

MILL FOSSE COTTAGE takes every care to ensure the accuracy of the information it provides, but reserves the right to adjust prices or the details of the property quoted on its website due to errors or omissions.

All information on the Mill Fosse Cottage website and in the emails sent to HIRERS is given in good faith and is believed to be correct at the time of publication. However, MILL FOSSE COTTAGE cannot be held responsible for changes beyond its control which may become known after publication.

14. LEGAL

In the event of any dispute between parties it shall be governed by the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is located unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable means will be used to resolve the dispute arising between a HIRER and MILL FOSSE COTTAGE without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination. In default of such agreement, the process and appointment of the independent professional will be determined by the President for the time being of the Law Society or the Chartered Institute of Arbitrators. In either case, all parties will contribute equally to the expense of such process, and, in default these expenses shall be capable of being recovered in any subsequent litigation.

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These Terms and Conditions supersede all previous issues. They apply to all bookings made after 21 January 2023. Bookings made prior to this date will be subject to the Terms and Conditions published and communicated to HIRERS at the time of booking.