

Booking Terms & Conditions

Eden Valley Barn Cottages

Detailed below are the terms upon which Eden Valley Barn Cottages agrees to allow you to occupy and use Eden Valley Barn Cottages for the purposes of short term holiday accommodation.

By booking your holiday with Eden Valley Barn Cottages you agree to the following terms and conditions:

Contract: This contract will be entered into and will become binding upon you when Eden Valley Barn Cottages places in the post, or emails to you, a written booking confirmation. This contract shall be governed by and subject to the laws of England and Wales and any dispute arising between you and Eden Valley Barn Cottages shall be submitted to the exclusive jurisdiction of the Courts in England and Wales.

Payment: A non-refundable deposit of 30% of the total cost of the holiday is payable upon booking, unless you are booking within eight weeks of the start of your holiday, in which case the whole cost is payable. We will send you confirmation by post or email upon receipt of this deposit.

Payments can be made by the following methods:

- **Bank Transfer** – details will be provided by email at the point of confirmation of the booking.
- **Cheque** – cheques must be denominated in sterling British pounds and payments shall be made to Claire and Simon McNulty, c/o 23a Oaks Lane, Bolton, BL2 3BR. Cheques must be received no less than two weeks before the commencement of the rental.

The balance of the cost of the holiday is due eight weeks before you arrive, together with a cautionary deposit of £100 against damage/breakages. The £100 deposit is returnable following your departure and a cheque for the amount will be sent to your address within 14 days of your departure.

Please Note: You are responsible for any damage, breakages, theft or loss caused to the property or its contents during your stay and must notify Eden Valley Barn Cottages should any occur. Where significant damages or breakages occur, costs may be deducted from your refundable damage deposit.

Non Payment of the balance of the rental on or before the due date shall be construed as a cancellation of the contract by the customer.

Cancellation and Insurance: Once you have booked your holiday, our agreement with you is a legal contract. Any cancellations must be made in writing to Eden Valley Barn Cottages. If the booking is cancelled within two weeks of the arrival date, the entire rental fee will be forfeit. For cancellations made prior to two weeks before the arrival date, a percentage of the rental fee will be refundable, the percentage being calculated according to a sliding scale (please see below) and increasing with the length of time between the cancellation and the arrival date. The amount of the cancellation fee constitutes reasonable estimated losses arising out of the cancellation.

Booking Terms & Conditions

Eden Valley Barn Cottages

Cancellation Sliding Scale (from date received in writing or by e-mail):

Over 57 days:	Deposit amount
Between 29-56 days:	50% of total cost of holiday
Between 15-28 days:	70% of total cost of holiday
Between 1-14 days:	100% of total cost of holiday

Cancellation Insurance: Cancellation Insurance is not compulsory but we strongly recommend such insurance cover to protect against the cancellation penalty.

VAT: Eden Valley Barn Cottages are not VAT registered.

Non-availability of cottage as booked: We would only cancel your stay if the cottage you had booked became unavailable for reasons beyond our reasonable control. We would attempt to offer you alternative accommodation. However, if this was not possible, or not acceptable to you, then we would refund to you all monies paid to us. Our liability to you would not extend beyond this refund.

Arrival: The cottage will be ready for you from 4.00pm on the day of your arrival, unless otherwise agreed in advance.

Departure: We require that you vacate the cottage by 10am on the morning of your departure. We ask that you leave the property in a clean and tidy condition.

Care of the Property: We ask you to take all reasonable and proper care of the property and its furniture, pictures, fitting and effects, and to leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. We ask you not to do or permit anything on the premises which might cause a nuisance to the owner or neighbours.

Liability: We do not accept responsibility for injury to persons or loss/damage to possessions, unless caused by a proven negligent act or omission of ourselves, our employees or contractors, or agents of the same, whilst acting in the course of their employment. This includes loss or damage to vehicles and their contents, and to the personal possessions you bring with you.

Eden Valley Barn Cottages, her employees and agents will not be liable for any loss or damage suffered by the Customer or any member of the Customer's party or to their property, except where such loss or damage is due to the negligence of Eden Valley Barn Cottages her employees or agents. In those circumstances, the liability of Eden Valley Barn Cottages to you will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from such negligence, Eden Valley Barn Cottages' total liability to you in respect of any breach of the terms and conditions or tort or other act or omission by Eden Valley Barn Cottages, her servants or agents in connection with this agreement shall be limited in aggregate to the price agreed to be paid by the Customer for the right to use the property for the period agreed.

Complaints: Should you find any faults or have any complaints during your stay, please advise us immediately so that any appropriate action can be taken. In the case of a serious problem please confirm this in writing.

Eden Valley Barn Cottages, Corn Rigg Cottage & Rusby Barn, Townhead, Ousby, Penrith, Cumbria,

CA10 1QB

Tel: 07825 998 239

Email: contact@edenvalleybarncottages.co.uk

Website: www.edenvalleybarncottages.co.uk

Booking Terms & Conditions

Eden Valley Barn Cottages

Number of Persons in the Property: The number of persons occupying the property must not exceed the maximum number stipulated in the brochure/website. Eden Valley Barn Cottages reserves the right to refuse entry to the entire party if this condition is not observed.

Damage and Breakages: You are responsible, whether caused directly or indirectly, for the cost of any breakages or damages to the cottage and its contents. In the event of damage to the property you will on an indemnity basis reimburse Eden Valley Barn Cottages the cost of repairing the damage. In the case of breakages you will on an indemnity basis reimburse Eden Valley Barn Cottages the cost of replacing (as new) or repairing the damaged item or items.

Please report damages/breakages to Eden Valley Barn Cottages before you leave.

Web Site and Brochure: We make every effort to ensure that the information and cottage description contained on our web site at www.edenvalleybarncottages.co.uk and in our brochure is accurate. We do however reserve the right to make small changes and we accept no liability for minor inaccuracies.

Dogs/Pets: Eden Valley Barn Cottages welcomes dogs. A maximum of 1 per Corn Rigg Cottage and 2 per Rusby Barn, unless by prior arrangement with the owners. Regrettably no other pets are allowed.

Smoking: Eden Valley Barn Cottages operates a **NO SMOKING** policy.

Children: Guest must accept responsibility for the safety of their children.

Parking: Cars should be parked in the enclosed gravelled area of Eden Valley Barn Cottages and not on the lane verges outside of the property as these are a public right of access.

Right of Entry: Eden Valley Barn Cottages and her employees or agents shall be allowed the right of entry to the property at all reasonable times for the purpose of inspection or to carry out any necessary repairs, maintenance or cleaning.

Miscellaneous: These terms and conditions override and supersede all previous versions in any previous course of dealing between Eden Valley Barn Cottages and the Customer. In the event of any inconsistency between these terms & conditions and any other literature whether found on the Twin Cottage website or otherwise, the provisions of these terms & conditions will prevail.

If any of these terms & conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provisions shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances or of the validity or enforcement of these terms & conditions. Eden Valley Barn Cottages does not

Eden Valley Barn Cottages, Corn Rigg Cottage & Rusby Barn, Townhead, Ousby, Penrith, Cumbria,

CA10 1QB

Tel: 07825 998 239

Email: contact@edenvalleybarncottages.co.uk

Website: www.edenvalleybarncottages.co.uk

Booking Terms & Conditions

Eden Valley Barn Cottages

warrant and is not responsible for the accuracy of any verbal information given or statements made by her or any of her servants or agents.