

Terms and Conditions for holidays at Gordon House Cottages

(The Barn or The Stable)

Introduction: Gordon House Cottages consist of 'The Barn' which sleeps two people in a double bedded room, and 'The Stable' which sleeps two people in a twin bedded room, there is also a sofa bed in the lounge.

1. The Contract

- 1.1 The contract entered into is between Gordon House Cottages (Mr & Mrs J Martin – “the Owner”) and the person completing the Booking Form (“the Hirer”).
- 1.2 The contract is not effective until the required payment has been received and confirmation (which may be by email), sent from the Owner to the Hirer.

2. Bookings

- 2.1 Bookings cannot be accepted by persons under the age of 18
- 2.2 The number of persons occupying a property must not exceed the maximum stated in the current property description.
- 2.3 The person who makes the booking (the Hirer) will be responsible for all persons declared and should ensure that they are aware of the booking conditions.
- 2.4 The Owners reserve the right to decline any booking or refuse to allow entry to any person who has not complied with the booking conditions.

3. Reservation

- 3.1 Provisional bookings can be accepted by telephone and must be confirmed within 5 working days by the arrival of the required deposit, and may be cancelled after 5 working days without further reference should the deposit not be received.
- 3.3 To secure a reservation:
 - a. Telephone or email your provisional booking
 - b. Send 20% of the total cost of the holiday as deposit (minimum £100)
 - c. Pay the balance of the cost 8 weeks before the holiday is due to start, please note that reminders will not be sent.
- 3.4 If the balance is not received within 8 weeks before the holiday commences the Owner reserves the right to cancel the booking and to retain the deposit.
- 3.5 Bookings made within 8 weeks of the start of the holiday require payment in full at the time of booking.
- 3.6 Payment can be made by cheque or cash; credit card facilities are not available.

4. Cancellation

- 4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.
- 4.2 In the event of cancellation by the Hirer the Owner will endeavour to re-let the property and if successful may refund any monies paid less the deposit which is non-refundable.

5. Booking Alterations

- 5.1 Any change by the Hirer in holiday dates will be subject to the agreement of the Owner.
- 5.2 If for reasons beyond their control, the Owners have to cancel or alter arrangements made for the Hirer, they will make every effort to offer an alternative property if one is available.
- 5.3 If the Hirer does not accept the alternative offered, the Owner will return to the Hirer any monies paid including any deposit, whereupon the Owners' liability will cease.

6. Damage, Loss or Nuisance

- 6.1 The Hirer agrees:
 - a. That the supervision of all occupants remains the responsibility of the Hirer at all times.
 - b. To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied.
 - c. To pay for any damage or loss howsoever caused, excluding reasonable wear and tear incurred during the hiring.
 - d. Not to cause nuisance or annoyance to occupants of nearby properties.
 - e. To allow reasonable access to the property by the owner if it is deemed necessary by the owner.
 - f. Smoking is not permitted in the cottages.
- 6.2 If in the opinion of the Owners any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the Owners as discharged and the Owners may repossess the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.

7. Occupancy

Occupancy shall be from 3.30 pm on the day of arrival to 10.30 am on the day of departure, unless special arrangements have previously been made (you are asked to respect these times as there is only a limited amount of time available to prepare the premises for the next guests). The normal latest arrival time is 6.00 pm, however a later arrival time can normally be accommodated.

8. Services

The supply of electricity, heating, linen, towels and laundry facilities are included in the tariff.

9. Pets

Pets are not allowed anywhere on the premises or in the garden or grounds.

10. Descriptions

- 10.1 Whilst the Owner makes every effort to ensure the accuracy of property descriptions, they are inevitably subjective and are for guidance only. If there are any points of particular importance please contact the owner for clarification.
- 10.2 Whilst the Owner has taken all reasonable steps to ensure that the information contained in brochures, tariffs, leaflets and advertisements are accurate, the Owner reserves the right to alter, substitute or withdraw any service, facility or amenity.

11. Liability

- 11.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of any aspect of the property or adverse weather conditions.
- 11.2 No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

12. Complaints

- 12.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owners or their representative immediately or as soon as reasonably possible and in any event before departure to allow remedial action to be taken. (The Hirer should telephone the Owner on 01452 760109 or 07710427008).
- 12.2 It is specifically agreed that the failure by the Hirer to notify the Owners of any complaint in accordance with the timescale set out in clause (12.1) will entitle the Owner to refuse to entertain the complaint, irrespective of its merits.

13. Waiver

The failure of the Owner to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right.

14. Legal Provisions

- 14.1 The construction, validity and performance of this Agreement is governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts.
- 14.2 The Hirer agrees that the Contract with the Owner is made at the Owners premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.
- 14.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement.

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