

Mill Fosse Cottage Booking Conditions

Reservations of all accommodation whether made by telephone, fax, in person, in writing or from the internet are accepted by Mr and Mrs Anderson, owners 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 for which the booking is made 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 dispatch to the Hirer confirmation of the booking. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 18 years of age.

2. INITIAL PAYMENT

Bookings will be confirmed upon receipt by MILL FOSSE COTTAGE of the required non refundable deposit payment of 30% of the total holiday cost, comprising cottage rental, booking fee, if any, and any additional charges – e.g. pets. If the booking is made within eight weeks of the holiday commencement date, the full accommodation rental will be required at the time of booking. Deposits can be paid using online card payment or BAC's automated bank payment.

3. BALANCE PAYMENT

The Balance of the Hire will be due for payment eight weeks before the holiday commencement date. On receipt of the Balance Payment, advice of key collection arrangements and directions to the property 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 where full payment has not been received with less than 40 days before the holiday commencement date. The deposit paid on the booking is non-returnable.

4. METHOD OF PAYMENT

Online card payments through SagePay or Automated bank payment (bac's).

5. VALUE ADDED TAX

MILL FOSSE COTTAGE is not registered for UK VAT.

6. CONFIRMATION OF BOOKING

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. You may request a change to the Booking for Accommodation by contacting us. Any changes to the Booking are permitted at the sole discretion of MILL FOSSE COTTAGE, if that results in a change in the total price of the accommodation, we will notify you of the amended price in writing. If you do not wish to accept the amended price then the booking shall remain as originally placed.

Amendments to bookings, where applicable, may be subject to an administration fee of £25. MILL FOSSE COTTAGE reserve the right to adjust prices quoted in the brochure, on our website or on details to properties, due to errors or omissions.

7. BOOKING CANCELLATION

You may cancel a Booking for accommodation up to eight weeks before the Check-In date by contacting us in writing with a copy of your invoice/booking confirmation. We will confirm your cancellation in writing to you.

If you cancel a Booking the deposit made at the time of placing the Booking will not be refunded to you.

If you cancel a Booking for Accommodation less than eight weeks prior to the Check-In Date and we are unable to offer the accommodation to another party we reserve the right to invoice you for an amount up to 100% of the cost for accommodation as outlined in the Booking if you haven't already paid in full.

MILL FOSSE COTTAGE may have to cancel a Booking before the start date for the accommodation, due to an event outside of our control meaning we cannot provide the accommodation. We will promptly contact you if this happens.

If we have to cancel a Booking and you have made any payment in advance for accommodation that has **not** been provided to you, we will refund the amounts paid back to you.

If your stay coincides with a period of national/regional lockdown affecting either your location or in the location of MILL FOSSE COTTAGE due to Covid 19 you may move your booking to another date without penalty otherwise the cancellation conditions above apply. No refunds are payable in the event that you cut short your stay or Disinclination to Travel.

If you develop symptoms of Covid 19 during your stay and need to isolate at MILL FOSSE COTTAGE you will be charged the full day rate for the extra days over and above the pre booked length of your stay. The day rate is the equivalent day rate you paid for your original booking.

We strongly advise you to have current holiday insurance in place.

8. AMENITIES

The use of accommodation and additional amenities, where offered, such as wood burning stove, is entirely at the users' risk and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings. However, MILL FOSSE COTTAGE does not seek to exclude or limit legal liability for the negligence of their servants or agents.

9. PARTY NUMBERS

In no circumstances may more than the maximum number of persons as stated in the brochure or website occupy a property. 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 reserve 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.

10. YOUR RESPONSIBILITIES

For the whole of the period included within your booking, you 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 at the initial reservation 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 4pm on the start of their rental period and the property must be vacated by 10.00am on the day of departure

11. DAMAGE

All damages and breakages are the legal responsibility of you, the Hirer, and should be notified to MILL FOSSE COTTAGE or noted in the damage and breakages book before the end of your 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 reasonably to be expected, MILL FOSSE COTTAGE reserve the right to charge you for any additional costs incurred as a consequence and may, at their discretion, refuse further bookings.

Should you find on arrival any damaged or non-working items, they must be reported to MILL FOSSE COTTAGE or keyholder immediately, so that matters can be rectified. MILL FOSSE COTTAGE has 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 you or any member of your party has caused damage. MILL FOSSE COTTAGE shall not be liable to make a refund of any remaining portion of the hire terms paid.

12. DOGGIE DAMAGE DEPOSIT

If you are taking a dog to MILL FOSSE COTTAGE there is a £150 deposit required in advance of your stay. A week before your stay you will be contacted and asked for your credit card details. The deposit will NOT be taken unless it is required, your card details will be held until after your stay to ensure there is no damage or issues with items such as sofa's, chair's, beds etc. Please note dogs are not to be left unattended at MILL FOSSE COTTAGE, nor are they are permitted on the bed, chair or sofa.

13. COMPLAINT PROCEDURE

If you are dissatisfied with the service you receive, MILL FOSSE COTTAGE or keyholder must be notified immediately, so that an investigation can be carried out and any necessary action taken.

14. LITERATURE

MILL FOSSE COTTAGE takes every care to ensure the accuracy of the property descriptions. All information in our website is given in good faith and is believed to be correct at the time of going to press, but MILL FOSSE COTTAGE cannot be held responsible for changes beyond their control, which may become known after publication of this literature. Further, MILL FOSSE COTTAGE cannot accept liability for happenings outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, WiFi, temporary invasion of pests, damage resulting from exceptional weather conditions, etc.

15. 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 you 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.

16. 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 a property is not available through events arising 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 rebooked to another suitable date. The Hirer will not as a result have any further claims against MILL FOSSE COTTAGE. Please note that reservation requests taken via our website are not confirmed bookings until we have contacted you and accepted a deposit payment.

