

These booking conditions (the “Booking Conditions”) are between Simon and Chloe Hibberd or our representative(s) (“we”, “us” and “our”) and the holidaymaker(s) who book our property (the “Property”). References to “you” or “your” are references to the person making the booking (“Booking”) and all members of the holiday party.

Any Booking is subject to the conditions below. These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

1. Making your booking

To book the Property with us you should make the payment specified in the initial quote we email to you (the “Quote”). If the Quote stipulates that you pay an initial deposit (the “Initial Deposit”) followed by a balance payment (the “Balance”), you must make both payments within the time periods specified. If the Quote asks you to make a payment in full, you must pay the full amount by the due date. If the Quote specifies that any damage deposit (the “Damage Deposit”) and/or a cleaning or other fee(s) (“Other Fee(s)”) is payable, you must also make that/those payment(s) within the time period specified.

Once the Initial Deposit or full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to these Booking Conditions.

You should carefully check the details of your Booking before making a payment, as well as the confirmation email and inform us immediately of any errors or omissions.

2. Paying for your booking

Where you have only paid an Initial Deposit, you are required to send to us your payment for the Balance and the Damage Deposit and/or Other Fee(s) within a certain period prior to the arrival date specified in your Quote (the “Arrival Date”). If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you.

3. If you cancel or amend your Booking

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation will not take effect until we receive confirmation in writing or via email from you. The cancellation policy is as follows:

We will refund 75% of the total amount you have paid to us if you cancel with at least 8 weeks notice given.

We will refund 25% of the total amount you have paid to us if you cancel with at least 4 weeks notice.

At the point where you confirm you wish to cancel the booking, we will re-advertise the dates you have booked and should we subsequently receive another booking, we will refund any monies you have paid, minus a £25 administration fee.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

5. Your obligations

You agree to thoroughly read and comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs or in an emergency.

6. Our liability

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking.

We shall not be liable for any losses which are not a foreseeable consequence of us breaking these Booking Conditions. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

7. Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

8. General

You may not transfer your Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent.

If at any time any part of these Booking Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

These Booking Conditions, together with the Quote, the Cancellation Policy, any Property Manuals and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.