

Bracken Howe

Booking Terms and Conditions (“the Booking Conditions”)

Your contract is with Ben Knighton and Laura Myers (referred to as “we”, “us”, “our” or “the owners”) for the property known as Bracken Howe (“the Property”).

References to “you” or “your” are references to the person making the booking and all members of the holiday party. All other members of the party must authorise you to make the booking on the basis of these conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these conditions.

These Booking Conditions form the basis of our contract so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

1. Making your booking

To book the Property, please complete the online [Guest Registration Form](#) and make payment of the Initial Deposit (the deposit amount is confirmed in your Payment Terms email). A blank copy of the form can be sent by email for you to complete, if preferred. Please note that the Initial Deposit is only refundable if you cancel your booking within seven days of receiving our written confirmation of your booking.

Our bank details are:

Bank Name:	Starling Bank
Account Type:	Business (not Personal)
Account name:	Benedict Knighton
Sort code:	60 – 83 – 71
Account number:	2855 9397
Reference:	<i>(please use your arrival date in the format: DDMMYY)</i>

Once the Guest Information Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation by email. The contract between us is subject to these terms and conditions and will only be formed when we send you a Confirmation Email. We reserve the right to refuse any booking prior to the issue of our Confirmation Email. If we do this we will promptly refund any money you have paid to us.

Please carefully check the details of our Confirmation Email and inform us immediately of any errors or omissions.

2. Final payment for your booking

At least six weeks prior to the Arrival Date, you agree to send to us your payment for the Final Balance (which includes the Housekeeping Bond) as set out in our written Confirmation Email. If you

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fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

We will hold the Housekeeping Bond to be applied against the reasonable excess cleaning and/or replacement of any damaged property, furnishings, fixtures and fittings. We will return the Housekeeping Bond to you within 14 days of the return of the keys to us, less any deductions in accordance with the conditions in this contract.

3. If you cancel or amend your booking

If you need to cancel or amend your booking you must confirm your cancellation to us by email. A cancellation will not take effect until we confirm receipt of this cancellation from you.

If you cancel your booking within seven days of receiving our Confirmation Email, we will refund the balance of any money you have paid us. After such period, if you cancel your booking more than six weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and refund the balance of any other money you have paid to us.

If you cancel your booking less than 6 weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and any other Rentals you have paid to us. We strongly recommend that you take out cancellation insurance to cover all relevant circumstances which may cause cancellation. Please also ensure that you are covered for insurance of personal possessions whilst staying at the Property. The owners of the Property accept no liability for loss of, or damage to, personal possessions while you are staying at the Property.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking but, in rare circumstances, problems can occur where we may be forced to make alterations or even 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 and, if it is necessary to cancel your booking, we will refund any money you have paid to us. We can accept no further liability for any losses arising from cancellation.

5. Your accommodation

You can arrive at your accommodation after 16.00 hours on the Arrival Date of your holiday and you must leave by 10.00 hours on the Departure Date.

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs. We will provide prior notification before doing so.

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6. Your obligations

You, and all members of your party, agree to comply with the conditions contained herein.

You cannot allow more people to stay in, or to visit, the Property than the maximum of 10 adults (without the prior permission of the owners in writing), nor can you significantly change the makeup of your party during your stay in the Property.

You agree to leave all doors and windows secure and to switch off TVs and audio equipment when the Property is not occupied and when leaving the Property at the end of your stay.

You agree not to allow dogs (with the exception of assistance dogs), or other animals, into the Property. This is strictly a non-smoking property.

If there is a breach of the above obligations we can refuse to hand over the Property to you, or can require you to leave it. We reserve the right to treat any of the above circumstances as a cancellation of the booking by you and the Housekeeping Bond may be withheld.

In addition, you agree:

- to keep and leave the Property, furnishings and contents (including kitchenware), clean and in good condition and to place rubbish in the large outside bin provided before leaving.
- not to cause any damage to the walls, doors, windows, furniture, artwork or other fittings of the Property, nor to do anything that may reasonably be considered to cause a nuisance, noise or annoyance to us or to any other occupier of adjoining or neighbouring properties.
- to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is directly caused by our negligence.
- to accept liability for any damages and breakages caused by any member of your party.
- not to play ball games in the garden (the windows are over 100 years old and are valuable).
- not to leave the fire unattended when lit; to use the fire guard provided; and to use only coal as fuel.
- to take care of the hot tub: with maximum of six people at any one time to avoid an overspill of the water; not to sit or stand on the hot tub cover; use only plastic glasses when using the hot tub; and to replace the cover on the hot tub immediately after use, including overnight.
- not to remove, disconnect or change the connections of the TVs, audio equipment or other appliances.

Please ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, transport delays, loss and damage to baggage and other property).

7. If anything is not quite right

We sincerely hope you have an enjoyable and memorable holiday. However, if anything is not quite right for you, it is important that remedial action is taken as soon as possible.

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Please contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. We will do what we can to try and put things right. However, some complaints (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any issue cannot be resolved during your holiday, you must write to us with full details within 14 days of your Departure Date.

8. 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 £1,000 and are limited to losses which are a foreseeable and necessary consequence of us breaking the agreement and are caused directly by such a breach. Losses are foreseeable where they could be contemplated by you and us at the time your booking is accepted by us.

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

9. Children and infants

Children are welcome at Bracken Howe. Please make sure children are supervised at all times by a responsible adult.

No children under the age of 11 should be allowed in the hot tub at any time due to potential health hazards for children from the warm water.

10. Law

This contract 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.

11. And finally,

- The gardens and car parking area are protected by CCTV.
- Some storage for bicycles is available on request, but all bikes are stored at guests' own risk.
- The football field at the rear of the house is private land and cannot be used by guests. However, there is a publicly available football field in the adjacent park (Rothay Park)

We hope that you have an enjoyable stay at Bracken Howe!