

Terms and Conditions

1. General

Please remember that a reservation is a legal contract and you must read it carefully.

You must confirm that you have read and accept these terms and conditions before a booking will be accepted.

This is a legally binding contract between the property owners, Karen La Borde Bowman and Christopher Bowman and the holidaymaker. The property owners are also referred to as "Owners" "we" "they" and "us".

The holidaymaker is the person who completes the online booking form, accepts the terms and conditions and privacy policy, and makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Benchwood House.

The maximum number of people entitled to stay at the property is 4 and only those people named on the booking form are entitled to stay.

The minimum age is 14.

The maximum number of nights the property will be let out for is 7.

The Owners require the names, ages, and contact details of all guests.

If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund.

The use of the property is governed by law and there are rules that the owners must follow and one of them is letting you know about fire safety procedures.

The Owners, therefore, do not allow people who are not booked, to visit without consent because they are obligated by law to make all occupants aware of the safety guidelines for the property.

Sub- letting or assignation of the property is strictly prohibited.

2. Authority

The person who completes the booking form certifies that:

You are at least 18 years of age at the time of booking and are a member of the party intending to occupy the property;

You have the authority to agree to all the booking conditions on behalf of all persons who will occupy the property during the period of let;

You agree to take responsibility and will be liable for the entire party who occupy the property.

3. Letting Period

Benchwood House is to be used for the purposes of a holiday let only and the maximum stay is 7 nights by any one person.

Letting commences at 4.00 pm on the first day of the tenancy and ends at 10.00 am on the date of departure as specified in the booking.

Every effort will be made to have the property available from 4.00 pm on the day of arrival.

The booking agreement confers a right to occupy the property for the agreed period only.

Information about accessing the property will be provided once full payment has been received.

4. Bookings

If the booking is made by the holidaymaker 9 weeks or less prior to arrival the full booking payment must be paid within 24 hours to confirm the booking.

When a booking is made more than 9 weeks prior to arrival a non-refundable deposit of 30% of the total letting must be paid within 24 hours to confirm the booking.

Once your booking has been confirmed the balance of any payment due must be paid 9 weeks prior to your arrival.

Please be sure to note the due dates of these payments, and the Owners will send you one reminder only by email, to the email address you provided at booking before the 9 week due date for the payment of the balance due.

No further reminders will be sent and if the balance due remains unpaid 9 weeks prior to your arrival you agree that this will constitute a cancellation of the booking.

Please see our cancellation policy in section 6.

All bookings remain provisional until full payment is received then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The Owners reserve the right to refuse any booking, in which case all monies paid will be refunded.

The Owners accept Bacs bank transfers and payments using our online booking facility.

For credit and debit card payments online, the website is protected by Secured Socket Layer technology.

You will be liable for any charges imposed on us relating to dishonoured payments and these will be passed to you for payment within 7 days of us notifying you.

Please check your booking confirmation carefully and advise us immediately if any details are incorrect.

5. Accidental Damage Deposit

A refundable accidental damage deposit, of £200 is payable 9 weeks prior to your arrival along with the balance or full booking payment due.

Your accidental damage deposit, minus any deductions, will be returned to you within 24 hours of the departure date.

Where such costs exceed the accidental damage deposit, you agree to pay such excess to the Owners promptly and in any event within 14 days of being notified.

6. Cancellation by the Holidaymaker

If you need to cancel your booking you must inform the Owners immediately in writing by email to Mrs Karen La Borde Bowman; Benchwood House; welcome@benchwoodhouse.com.

The Owners understand that plans may change due to unforeseen circumstances and strongly advise you the holidaymaker to obtain comprehensive travel insurance before booking the holiday, to mitigate against costs incurred.

Comprehensive travel insurance should include cancellation cover and medical and emergency expenses prior to the commencement of your holiday, and liability for accidental damage to the property.

The Owners do not provide any holiday cancellation insurance as part of the contract.

The Owners rely on bookings to keep their business successful and cancellations can impact their business negatively and undermine their ability to sustain their business.

Because of this, the holidaymaker remains liable for a percentage of the booking cost when a cancellation is received as detailed below.

Please note that the booking deposit is non-refundable and your liability amount will include any deposit made.

If the Owners are able to re-let the property then a refund will be made 10 days after the holidaymaker and the party who re-booked your cancelled booking slot have departed the property.

This is not a guarantee and it would be useful for the holidaymaker who cancelled their booking to review the Owners 'Availability' page on the website for the cancelled period, as proof of any potential re-letting accepted by the Owners.

Number of days before the holiday when cancelled	The % of booking payment payable	Payment Amount Liable to Owners by Holidaymaker
0-21 days	100% of the booking cost	£1800
22-42 days	90% of the booking cost	£1620
43-63 days	80% of the booking cost	£1440
64-84 days	70% of the booking cost	£1260
85-150 days	60% of the booking cost	£1080
More than 150 days	30% Non-refundable deposit	£540

7. Cancellation by the Property Owner

The Owners will try to ensure the property is available for the dates contracted.

In the unlikely event the property becomes unavailable and the Owners have to cancel the booking, the Owners will try to find the holidaymaker suitable alternative accommodation if the holidaymaker agrees.

The alternative accommodation cost will be up to the booking payment made and if the cost is less the Owners will refund the holidaymaker the difference between the two costs.

If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund, which will be paid by the Owners 24 hours after the date that both parties agree that no alternative accommodation could be found.

The Owners shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

8. Liability

While every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The Owners do not accept liability for any loss, damage or injury howsoever caused to you (or anyone in your party) or to your vehicles or personal property save where personal injury or death is caused by negligence of the Owners.

Any valuables left at the property are left at your own risk. You must take all necessary steps to safeguard yourselves and your personal property.

It is your responsibility as the holidaymaker to ensure that the property is secure by locking doors and closing windows each time you leave the property.

Any valuables left at the property are left at your own risk. You must take all necessary steps to safeguard yourselves and your personal property.

The Owners are not responsible for noise or disturbance originating beyond the boundaries of the property.

The Owners strongly advise that you take out comprehensive travel insurance (including liability for accidental damage to the property), cancellation cover and medical and emergency expenses) prior to the commencement of your holiday.

The Owners do not accept any liability for compensation where performance or prompt performance of their contractual obligations is prevented or affected by reasons outside of their reasonable control, including adverse weather conditions, acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, strikes, lock-outs, or other industrial action or dispute.

The Owners accept liability for national and not local travel restrictions and regulations of any kind on the part of the government, which prevent the holidaymaker from fulfilling the booking contract, in which case a full refund will be paid within 14 days of the cancelled booking.

The Owners do not accept responsibility for the failure of public services such as water, gas, electricity, plumbing or sewerage systems or unforeseen breakdown of domestic and mechanical equipment such as heating or plumbing systems but will try to arrange prompt repair for such unforeseen breakdown.

Teenagers must be supervised at all times.

9. Use of the Property

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday.

Any accidental damage or breakages should be reported to the owners (or their representative) prior to departure.

The Owners retain the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the Owners) will not incur charges.

The Owners and/or representative reserve the right to enter the property, at a reasonable time, in the event of an emergency or if remedial work is required.

The Owners are entitled to ask the holidaymaker to leave the property without any refund if, in the Owners' opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The Owners reserve the right to refuse entry to anyone, who in the Owners' opinion is not suitable to or capable of taking charge of the property.

The Owners reserve the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the Owners to be unreasonable.

The Owners provide free broadband service and prohibit the downloading of any illegal website images and or content.

The use of sockets in the property for EV charging is dangerous and strictly prohibited. The Owners will pursue their legal options for compensation if the unauthorised EV charging of vehicles is discovered.

Smoking and vaping are strictly prohibited by law inside the property.

10. Pets

Pets are not allowed in the property and the Owners reserve the right to charge the holidaymaker for any clean-up/repair/replacement costs if there have been pets within the property or gardens.

11. Cleaning

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition.

The Owners retain the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

12. Complaints

Every effort is made to ensure your stay with us is memorable for all the right reasons.

We do recognise, however, that from time to time things do go wrong.

In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the Owners (or their representative) immediately it becomes apparent, thereby giving the Owners the opportunity to correct the situation.

Unless this procedure is followed, no subsequent claim will be entertained.

The Owners will make every effort to rectify any identified problems as soon as is reasonably possible.

13. Validity Clause

Holiday Lets are specifically excluded from the rights and protections of the Housing Act 1988 (or any similar legislation in other jurisdictions).

Schedule 1, paragraph 9, of the Housing Act 1988, states that tenancies, which cannot be assured tenancies, include “a tenancy the purpose of which is to confer on the tenant the right to occupy the dwelling-house for a holiday.”

The purpose of paragraph 9 is to prevent people from obtaining security for what was proposed to be a short-term holiday let.

The holidaymaker who makes the booking acknowledge on behalf of all members of the booking party that the tenancy granted by these terms and conditions is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

If any term or provision in these terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provisions or part shall, to that extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.