#### **Terms and Conditions**

#### General

This is a legally binding contract between the property owner, Orchardleigh Ltd and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who 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".

## **Bookings**

A booking deposit of 50% of the stay is payable at time of the booking. The booking is only confirmed when the deposit has been paid in full and funds cleared through the banking system or credit card facility. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, is payable not less than 4 weeks prior to the start of the booking. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 4 weeks prior to the arrival date must be paid in full at the time of booking.

## **Cancellation by the Holidaymaker**

If you wish to cancel your booking before 4 weeks of your arrival, we can only refund if we can re sell the dates. Should you cancel within the month, unfortunately no refund can be made. All other circumstances we will try our best to accommodate.

Cancellation of the booking by the holidaymaker should be emailed to: cottages@orchardleigh.net

#### **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes is not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

#### Miscellaneous

Whilst 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 property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

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

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

The property owner reserves 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 property owner to be unreasonable.

Loud music or late night parties will not be tolerated. No outside music after 11pm in all cottages.

BBQ's are no supplied but you are welcome to bring your own and take away after use.

#### **Number of Guests**

There is maximum number of people entitled to stay at each property and furthermore, only those people named on the booking form are entitled to stay. 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. Sub letting or assignation of the let is prohibited.

### **Pets**

Pets are allowed in the property subject to the property owner's agreement. All pets must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

There is a charge of £25 per pet and must not exceed 36kg in weight.

Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay.

## **Arrival and Departure Time**

Every effort will be made to have the property available on the day of arrival. The property must be vacated on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

Please see check in and check out times for each property:

	Check in	Check out
Castle West	4pm	2pm
Castle East	4pm	2pm
Murty Lodge	4pm	2pm
The Boathouse	12pm	10am
Church Lodge	12pm	10am
Garden House	1pm	10am
Garden Cottage	1pm	10am
The Bell Tower	1pm	10am
Woodcutters	1pm	10am
The Coach House	1pm	10am
Miss Marples	1pm	10am
The Stables	1pm	10am
Kents Cottage	1pm	10am
The Hayloft	1pm	<b>10am</b>
The Dairy	1pm	10am
The Bull Pen	1pm	10am
The Clock Tower	1pm	10am

## Liability

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

Children must be supervised at all times.

## 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 property owner retains 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.

# **Breakages**

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 dame

or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains 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 property owner) will not be charged for.

If you are staying in a property with a Hot Tub. Please do not put the covers on the ground, they fold back. No jumping into the Hot Tubs and please use plastic glasses provided.

## **Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.