**Booking conditions for Manor House Farm Cottages**

Before booking through us, please read through these booking conditions carefully and all the other information relevant to your booking, including:

* the property rental conditions (which means all information in any specific conditions or restrictions set out on our website description of your chosen properties);
* any other written information we brought to your attention prior to confirming your booking.

Accordingly you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is an ‘Assured Shorthold Tenancy’ or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in Scotland and Northern Ireland.

**Your booking**

All bookings depend on the property and other arrangements being available. You, as the person in charge of the party (“the party leader”), must be at least 21 years old at the time of booking. 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 booking conditions. You, as the party leader, are responsible for making all payments due to us.

As long as the property is available and once we have received all the relevant payments from you, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking. Your binding contract with us will begin when we issue you with the written confirmation. For bookings made within 6 weeks of the arrival date, you will have a binding contract when we give written confirmation of your booking to you and you have made the appropriate payments to us. If we pay the deposit into our bank account, it will not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements (such as flights) until we have issued you with a written confirmation. If you book with us online or by phone, we will acknowledge that we have received your booking and then send you confirmation by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, we will have no legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

Where we offer the option of a provisional telephone booking, the property will be released for general sale after the agreed time period unless you fully confirm and pay for the booking.

Even if we have sent a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of our booking conditions (iii) information supplied by you in relation to your booking is incorrect (iv) you have behaved in a vexatious, abusive or unlawful manner to us or to our staff. If we cancel your booking, we will tell you in writing and we will not have any legal responsibility to you.

**Payment**
When you book, you must pay a 20% non-refundable booking deposit by transferring money directly by bank transfer (details on the booking form), or by payment via our website, or by sending us a cheque. We only accept payment in pounds sterling. We must then receive the rest of the money owed no less than 6 weeks before the start of your stay. However, if you book less than 6 weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking.

If you do not pay any payment due in relation to your booking by the appropriate date we, are entitled to assume that you have cancelled your booking (see full cancellations section below).

**Pricing**

The price confirmed to you at the time of booking, is the price you will pay.
We keep the prices charged for our cottage stays under constant review and the prices for other available stays in our calendar may be increased or reduced at any time. You must check the price and all other details of your chosen arrangements at the time of booking.

**Damages Deposit**

A damages deposit is payable either at the time of booking, or 6 weeks prior to arrival. The amount of damages deposits will be confirmed at the time of booking and may change from time to time. We have the right to retain the damages deposit for any breakages, or missing items, damage to fixtures and fittings, or for additional exceptional cleaning costs following your stay.

**Website Details**
We aim to make sure that the information provided is presented accurately on our website. It is intended to present a general idea of the arrangements. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual property/arrangements and its description. This is usually because we are constantly aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website. We make reasonable efforts to make sure that information we give you about your property and its facilities or services is up to date.

**If you change or cancel your booking**

**a) Making Changes**
If you want to change any detail of your confirmed booking, we will do our best to make the changes. However, we must receive your notice in writing by post or email. We may agree to accept notice over the telephone, but this should be arranged with us first. Also, we cannot guarantee to meet your request.

**b) Full cancellations**

If you have to, or want to, cancel your booking after it has been confirmed, you must phone us on the number shown on your booking confirmation, or email us, as soon as possible. The day we receive your notice by phone or email to cancel, is the date on which we will cancel your booking.

Your 20% non-refundable booking deposit is not refundable, but can be used to secure future bookings with us within 12 months of your originally planned stay.

Depending on your reason for cancellation, you may receive a refund of the balance of money (all money except for the 20% booking deposit) you have paid to us for your booking.

The conditions for getting a refund referred to above only apply if the cancellation applies to all members of your party. All prices are for the whole property and not on a per person basis.

Under your contract with us, to qualify for a refund you must have one of the following reasons and you may be asked to send documentary evidence:

* Illness or pregnancy (we will need to see medical evidence that you or a member of the party is unfit to travel). We will not cover pregnancy if the relevant person was pregnant before the booking was made. And we will not make a refund if the woman is due to give birth within 14 weeks of the arrival date home.
* Death.
* Redundancy (as long as the employment has been a continuous with the same employer for at least two years).
* Jury or witness service (in a court of law).
* Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, son or daughter, son or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother or fiancé or fiancée).
* Your home is damaged and cannot be lived in because of fire, storm, flood, subsidence or malicious damage.
* The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your holiday or within the seven days before this.
* You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost booking from another source) or
* You are placed in quarantine.

Please note that all of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of your booking. This particularly applies to pre-existing illness.

If the reason for cancellation does not fall within one of those given above, for example, you do not want to travel, your leave is cancelled by your employer (other than HM Forces or the police) and so on, the following refunds will be given.

If you cancel your holiday 6 weeks or less before arrival, no refund will be provided. If less than 3 months notice is given, 50 % of the total cost (including any balance of deposit due) will be refunded. If more than 3 month’s notice is given, 80% of the total cost (including any balance of deposit due) will be refunded.

If you live outside the UK and have booked through a local agent, the term ‘total cost’ in the above cancellation charges table means the amount paid by your local agent to us after taking off any booking fees, insurance premiums and any administration charge paid to us for making any change. To avoid any doubt, total cost does not include any charges made by your local agent or anyone else for booking fees, flights other travel services or any other amounts not paid to us. Other service providers may charge higher cancellation charges.

**Cancellations or changes by Us**
We do not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected. We as the owners, have the right to do so. If we do, we will contact you (by phone if reasonably possible) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change. However, we will have no further liability to you beyond the refund of any money that we have received from you.

**Events beyond our control**
We will not be legally responsible either jointly or individually for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we or they could not, even with all due care, avoid, including:

* strike, lock-out or labour dispute;
* natural disaster;
* acts of terrorism, war, riot or civil commotion;
* malicious damage;
* keeping to any law or governmental order, rule, regulation or direction, including advice from the foreign office to avoid or leave a country;
* accident;
* breakdown of equipment or machinery;
* insolvency or bankruptcy of an owner or service provider;
* fire, flood, snow or storm;
* difficulty or increased cost in getting workers, goods or transport; and
* other circumstances affecting the supply of goods or services.

**Our legal responsibilities to you**

If you have any complaints about any services we provide e.g. our booking service you must let us know immediately in writing and in any event within seven days of the end of any arrangements booked through us. Unfortunately, we cannot accept any legal responsibility if you do not let us know. We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit.

We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, nor for the failure of public utilities such as water, gas and electricity or other fuel and utility providers.

**Insurance**
We recommend that you take out enough travel insurance to cover you for your total stay.

**Disabilities and medical problems**
If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we feel unable to properly meet that person’s particular needs, we can refuse or cancel the reservation.

**Your property**

The conditions for your stay at our property are:

Arrival and departure- You can arrive at your property at any time after 4pm (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 9am on the last day. If your arrival will be delayed beyond 10pm on the start date of your rental period, you must contact us. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let us know you are arriving late, we may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

Behaviour - You and all members of your party agree:

* to keep the property clean and tidy;
* to leave the property in a similar condition as you found it when you arrived;
* to behave in a way at all times while at the property which does not break any law;
* not to use the property for any illegal or commercial purpose;
* not to sublet the property or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party;
* Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.
* To keep all farm gates closed.
* To dispose of all rubbish and remove all items from the property at the end of your stay.

Maximum occupancy - You also must not allow more people than is stated on our website or confirmed in your booking confirmation, to stay overnight in the property. You cannot arrange for visitors to the property without the advance consent of the owner. You cannot significantly change the number of adults or children during your stay. For example:

* If you book for two adults and two children, you cannot arrive with four adults and no children.
* If your property if for 4 people, we do not accept changes of guests during your stay, so it must be the same 4 people for the duration of your stay and not have some guests departing and other guests arriving during your say.

You must not hold events (such as parties, celebrations or meetings) at the property without the advance consent of the owner. If you do any of these things, we can refuse to hand over the property to you, or can repossess it. We will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) We are not under any obligation to find any alternative accommodation for you.

Pets - Pets are not allowed unless we say so on our website and on your booking confirmation. If you have arranged with us to bring a pet with you, it is not allowed on beds or furniture. You must not leave any pets unattended in the property for more than 4 hours, including any garden, and you must keep dogs on a lead within the boundaries of a property (including anywhere on the farm). If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property, even if the owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. It is your responsibility to make specific enquiries before booking.

**No Smoking:** all properties are no smoking (including E-cigarettes),

**Damage**
You are responsible for and agree to reimburse us all costs incurred as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. We reserve the right to claim and pursue further costs from you if the cost of damage caused exceeds the damages deposit that was agreed for your stay.

We expect the accommodation to be left in a reasonable state on departure. If we or our cleaners believe additional cleaning is required, you will be liable for the cost of this cleaning.

**Right of Entry**
We the owners are allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions. We the owners or our representatives are also allowed to enter the property to inspect it (including but not limited to where you have complained about the property).

You agree to allow us the owner or our representatives (including workmen) access to the property as required by this clause.

**Unreasonable behaviour**
We can refuse to hand over the property if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or if we have reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens, you will not receive any refund and we will have no further responsibility to you.

We can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken or is likely to break any of these booking conditions. If this happens, you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs as a result of your behaviour.

**Special requests**
If you have any special requests, you must let us know when you make a booking and confirm them in writing. Although we will try to oblige with any reasonable requests, we cannot guarantee that any request will be met. If we fail to meet any special request, it will not mean we have broken your contract.

**Complaints**
If you want to complain, we will want to take action to resolve your complaint as soon as possible. It is essential that you contact us or our representative immediately if any problem arises so that it can be resolved as quickly as possible. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are told promptly. If you discuss the problem with us during your stay at the property, it can usually be resolved straightaway. In particular, complaints which would only be temporary (for example, complaints on how the property is prepared or the heating not working) cannot possibly be investigated unless registered during your stay. If you feel that the problem has not been dealt with to your satisfaction, you must, within 28 days of returning from your stay, put your complaint in writing to us at Manor House Farm Cottages, Sheldon, Bakewell, Derbyshire DE45 1QS. We will look you’re your complaint further and reply in writing within 28 days of receipt.

**Communicating with you**
Please see our Privacy Policy on our website which explains how we will process your personal data.