

Lurcombe Cottages – Terms & Conditions

1. Your booking

All offers and bookings are subject to availability. The party leader must be at least 18 years of age at the time of booking. The party leader must be authorised to make the booking on the basis of these Booking Conditions by all other members of the holiday party. By making the booking, the party leader confirms that he/she is so authorised and that all other party members agree that the booking is subject to these Booking Conditions. The party leader is responsible for making all payments due to the Company. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner or the Company for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. When the Company issues a written confirmation (see below) to you, this signifies that the Owner has entered into a contract with you, which is subject to these Conditions. The Company on behalf of the Owner has the right to refuse any booking prior to the issue of your written confirmation, and if the Company does this, the Company will tell you in writing and promptly refund any money you have paid us. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Company immediately.

Please note we will provide you with your written confirmation either by post or by email. If you book with us online, we will acknowledge receipt of your booking and provide your confirmation to you electronically or by email. Moreover, bookings made through our online booking system are provisional until confirmed by Lurcombe Luxury Cottages. If you book by post or telephone we will send your confirmation by email. All references to “your written confirmation” therefore means confirmations provided by email as applicable. It is your responsibility to check your emails regularly and to advise of any change to your email address.

2. Paying for your holiday accommodation

When you book your property, you should pay the non-refundable deposit amount then due i.e. £100 or 10% of the total cost of the holiday (Whichever is the greatest) by debit, credit card or PayPal. Providing the booking can be confirmed, we will then send your written confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the Company no less than 4 weeks before your arrival date at the property. If you book less than 4 weeks before your arrival date, payment of your total holiday cost is due straightaway. For properties booked less than 2 weeks before your arrival date your booking must be paid for in full by debit, credit card or PayPal, at the time of booking.

The prices of unsold arrangements may be increased or decreased and corrections made to errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen arrangements will be confirmed at the time of booking. As changes and errors occasionally occur, you must check all details of your chosen holiday accommodation (including the price) at the time of booking.

All prices quoted on our website or otherwise advised to you are inclusive of any applicable taxes or governmental levies. Should the rates of such taxes or levies be increased then you

may be required to pay this increased amount. Alternatively, if the rate of any applicable tax or levy included in the quoted price is decreased, so that a lower rate applies to your holiday, then the price of your holiday may be reduced accordingly.

If you pay by credit card the Company will make a charge of up to 3% for each payment made this way to recover the credit card company's charges to the Company.

If you cancel you must also pay all other applicable cancellation charges. Please refer to Sections 4 and 8 for details regarding cancellations. If any payment you make is not honoured for any reason whatsoever, the Company is entitled to make an administration charge of £25.

If any payment due in relation to your booking is not paid by the appropriate date, the Company on behalf of the Owner is entitled to assume that you wish to cancel your booking. In this case, the Company on behalf of the Owner will be entitled to keep all deposits paid or due at that date. The Company normally sends out a reminder to you before your booking is cancelled. If the Company does not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Section 8 depending on the date the Company on behalf of the Owner reasonably treats your booking as cancelled.

4. Cancellations or changes to your booking by the Owner or the Company

Neither the Owner nor the Company expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Company will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened, and inform you of the cancellation or change.

5. Circumstances beyond the control of the Owner/the Company (Force Majeure)

Except where otherwise expressly stated in these Booking Conditions, the Owner shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owner and/or the Company to perform or properly or promptly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of either the Owner or the Company (referred to as "force majeure" in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure due to force majeure) the Owner will, however, refund to you all monies paid to the Company by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by either the Owner or the Company to you.

6. Website details

We aim to ensure that the information provided by Owners is accurately conveyed in brochures and other promotional literature or material produced and circulated by the Company. However, the information and prices in brochures/other material may have changed by the time you come to book. Whilst every effort is made to ensure the accuracy of

brochures/other material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of your chosen property and arrangements (including the price) with the Company at the time of booking. There may be small differences between the actual property and its description, as both the Company and the Owners are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Company will tell the party leader as soon as reasonably practical after the Company becomes aware of the situation. Neither the Owner nor the Company can accept responsibility for any changes or closures to area amenities or attractions mentioned in brochures, by the Company's holiday advisers or advertised elsewhere. The Company makes reasonable efforts to ensure that information supplied to you in relation to the property or its facilities and/or services is accurate and complete as at the date given. As the Company acts only agent for the Owner the Company cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and/or services except in the case of the negligence of the Company. The Company will, however, use its best endeavours to notify you of any changes to or inaccuracies in any information contained in a brochure or otherwise provided to you as soon as reasonably practical after the Company becomes aware of the change or inaccuracy.

7. Liability

The Owner and the Company shall have no liability for any death or personal injury unless, in the case of the Company, this results from the negligence of the Company or its employees (providing they were at the time acting in the course of their employment) or, in the case of the Owner, it results from the Owner's negligence or that of any employee of the Owner (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or the Company in respect of damage to, or loss of, such personal property except, in the case of the Owner, where the damage or loss is caused by the negligence of the Owner or that of any employee of the Owner (providing they were at the time acting in the course of their employment) or, in the case of the Company, where the damage or loss is caused by the negligence of the Company or its employees (providing they were at the time acting in the course of their employment). As the Company acts only as agent for the Owner, the Company cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, the Company cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owner.

Except where loss of and/or damage to luggage or personal possessions is concerned, for all other claims which do not involve death or personal injury, if the Company is found liable to you on any basis, the maximum amount the Company will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. Additionally, the Company cannot accept liability for any business losses.

Nothing in this Section 7 or elsewhere in these Booking Conditions will exclude or limit any liability the Owner and/or the Company may have to you for (a) any fraudulent act or omission or (b) liability under Part 1 of the Consumer Protection Act 1987 (or any replacement, variation or amendment thereof) PROVIDED ALWAYS that nothing in this

Section 7 will confer on you any right or remedy to which you would not otherwise be entitled by law.

Please also refer to Section 5 (Force Majeure) above.

8. If you change or cancel your booking

(i) Changes

If you want to change your booking once your confirmation has been issued we will endeavour to assist but please bear in mind that changes cannot be guaranteed. Where changes can be made an administration fee of £25 will be payable to the Company once any change has been made together with any other resulting costs (for example any increase in price). However, it is important to realise that a change of property or dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking. The Company will advise the party leader if this is the case when the change is requested. The party leader must then inform the Company as soon as reasonably possible whether you still wish to change your booking. If you advise the Company that you do or the party leader fails to contact the Company as soon as reasonably possible, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

(ii) Cancellation

Guests will receive a 50% refund of the total cost if they cancel at least six weeks before the start of the holiday. Subject to a cancellation administration fee of £100.

If you must, or wish to, cancel your booking, the party leader must telephone the Company on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing sent by recorded delivery to the Company at the address shown in the brochure or on the website. The day the Company receives your telephone notification of cancellation is the date on which your booking with the Owner is cancelled.

(iii) Cancellation & Curtailment

Depending on your reason for cancellation, and if, but only if you have taken out holiday cancellation insurance, you may receive all of the monies you have paid to the company for you booking (excluding all booking fees and, where applicable, any amendment charges, and credit card charges you have already incurred. The Company will also retain a cancellation administration fee of £100 which is equivalent to the standard deposit.

Please note: The refund provisions referred to above only apply if the cancellation applies to all members of your party. Note: All prices are for the entire property and not on an individual basis.

9. Your property

You can arrive at your property at any time after 4.00pm (unless advised otherwise, for example on your confirmation) on the start date of your holiday rental and you must leave by 10.00am on the last day. If your arrival will be delayed beyond 8.00pm on the start date of your holiday rental, you must contact the person whose details are given on the confirmation documentation so that alternative arrangements can be made. If you fail to do so, you may not be able to gain access to the property. If you fail to arrive by 12 noon on the day after the start date of your holiday rental and you do not advise the person whose details are given on the location guide of your late arrival, your booking may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

You and all members of your party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. You and all members of your party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by the Company on behalf of the Owner. You are responsible to the Owner for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your party, and the Owner can require payment from you to cover any such costs.

The Owner is entitled at his/her sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if the Owner reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members of your party. These circumstances will be treated as a cancellation by you. You also must not allow more people than the brochure states to occupy the property, neither can you significantly change the composition of your party during your occupation of the property, nor can you take your pet into the property unless this has been arranged in advance and is shown on your confirmation. If you do any of these things, the Owner can refuse to hand over the property to you, or can repossess it. If the Owner does so, this will be treated as a cancellation by you. In these situations no refund of any monies you have paid in respect of your booking will be made and neither the Owner nor the Company will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/ accommodation or the payment of any compensation to you). The Owner or the Company will also not be obliged to find any alternative accommodation for you.

You must allow the Owner and any representative of the Owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations the Owner is entitled to enter the property at any time without giving you prior notice).

10. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday at your chosen accommodation. If, however, you have any cause for complaint the Owner and the Company are anxious that remedial action is taken as soon as possible. Because the contract for your accommodation is between you and the owner, any queries or concerns should be addressed to them. It is essential that you contact the Owner or his/her

representative immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless the Owner is promptly notified. Discussion of any criticisms with the Owner or his/her representative whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence. If you cannot make contact with the Owner or his/her representative, or if you remain unhappy with their response, you should immediately telephone the Customer Care Line on the number shown on your confirmation. If, after this, you feel that the problem has not been resolved to your satisfaction, then the party leader must, within 30 days of returning from your holiday rental, put your complaint in writing to the Company. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help the Owner and the Company to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate. As the Company acts only as an agent for the Owner, the Company cannot accept any liability for your property. Any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and in our capacity as agent only.

11. Law

The contract between you and the Owner is subject to English law and no other. It is agreed that any dispute you may have with the Owner or the Company will be dealt with by the Courts of England and Wales only unless you live in Scotland, Northern Ireland in which case proceedings may be brought in the Courts of Scotland or Northern Ireland or mainland Europe respectively.

12. Your rights

Your statutory rights are not affected by anything contained within these Booking Conditions.