

normandywithus

Terms and Conditions

The following terms and conditions, together with general information provided, form the basis of your agreement with the owner of the property. Please read them carefully as they set out the respective rights and obligations of the parties concerned. Nothing in the conditions affects your normal statutory rights.

1. General

- 1.1 In these conditions 'you' and 'your' mean the person who signs the booking form, all other members of the holiday party and any person substituted for an individual at a later date.
- 1.2 'The Owner' means the Owner of the property. The 'Owner's agent' means any person so assigned by the owner and includes workmen.
- 1.3 'The Property' means all buildings and land whether attached or otherwise as held by the Owner on this plot.
- 1.4 As accommodation is the only service provided by the Owner, this is not a package holiday and regulations applying to package holidays do not apply. Travel arrangements and other services remain entirely the responsibility of the holidaymaker.
- 1.5 A contract shall exist once a written booking confirmation is issued. The Terms and Conditions form part of that contract.
- 1.6 English Law applies.

2. Booking

- 2.1 You must be 18 years or over when you make your booking.
- 2.2 Any special requests must be made at time of booking and clearly set out in writing. The Owner does not guarantee that such requests will be met and failure to meet such requests will not be a breach of contract. Conditional bookings cannot be accepted and will be treated as standard bookings.
- 2.3 Deposits must accompany the booking form and will be regarded as part-payment of the total cost.
- 2.4 You are responsible for ensuring booking details are correct. The Owner does not expect to have to make any changes to your booking. If you wish to change details of your booking once confirmation has been issued an administration fee of £20.00 will be payable to the Owner. Changes to dates represent a cancellation of a booking and may attract cancellation charges.

3. Payment

- 3.1 Payment must be by sterling cheque, crossed and made payable to the Owner. Payment will not have been made until funds have been cleared through the banking system and received by the Owner. You are responsible for allowing sufficient time for the necessary processes to take place and for ensuring that cleared funds are received on due dates.
- 3.2 When you book the property, a deposit of 50% of the cost of the booking is required and must accompany the booking form.
- 3.3 The balance must be paid in full 6 weeks prior to the 1st day of your booking.
- 3.4 If you are booking at short notice, i.e. within 6 weeks of the 1st day of the booking, payment in full is required at time of booking.
- 3.5 A security/cleaning deposit of £100.00 must be paid at the same time as the balance or when the full cost of the booking is paid.
- 3.6 This will be held by the Owner and is fully refundable as long as all Terms and Conditions are met. Breaches of contract will result in deductions and in some cases forfeiture of the whole deposit.
- 3.7 The Owner will refund the security/cleaning deposit by cheque within 2 weeks of the leaving date to the nominated party leader.
- 3.8 A written confirmation notice will be issued on receipt of booking form and correct payment. This will be sent to the person signing the booking form as party leader.
- 3.9 The price shown is per week not per person.

4. Cancellation by the Owner

- 4.1 The Owner does not expect to have to cancel your booking other than for default of payment or serious breach of contract. However, problems can occur and bookings may have to be changed or cancelled due to unusual or unforeseen circumstances beyond the control of the Owner. The Owner will offer you an alternative booking or refund all monies paid to the party leader.
- 4.2 Some unforeseen events may occur that impact on the nature of your booking but do not warrant cancellation. The Owner will endeavor to inform the party leader as soon as possible. Failure to inform the party leader does not constitute breach of contract.
- 4.3 The Owner regrets that no refunds or compensation of any kind will be made where contractual obligations cannot be met as a result of 'force majeure'. Such events include war, terrorism, riot, severe weather, fire, industrial dispute etc.
- 4.4 Failure to make payment in full as specified will be regarded as cancellation by you.

5. Cancellation by You

- 5.1 Cancellations will only be accepted from the party leader nominated on the booking form.
- 5.2 Cancellation must be in writing and cancellation charges will be calculated from the date any such written cancellation notice is received.
- 5.3 Cancellation charges will be payable at the following rate:

Number of days before arrival date	Amount payable by you
More than 57 days	50%
28 to 56 days	Full deposit
Arrival date to 27 days	Full cost
After arrival	Full cost

- 5.4 If you have not paid for your booking in full you may be required on cancellation to make further payment to the owner to meet cancellation charges.
- 5.5 The Owner may refuse to cancel your booking.
- 5.6 THE OWNER STRONGLY RECOMMENDS THAT YOU TAKE OUT SUITABLE HOLIDAY INSURANCE TO PROVIDE COVER AGAINST CANCELLATION COSTS.
- 5.7 If any payments in relation to your booking are not made the Owner is entitled to treat your booking as cancelled by you. You will have to pay cancellation charges.

6. Liability

- 6.1 The Owner shall have no liability for any death or personal injury unless this results from the negligence of the Owner.
- 6.2 You are expected to act safely and in a way that has due regard for events and circumstances.
- 6.3 You must take all necessary steps to safeguard yourself and your personal property. No liability is accepted for loss or damage to such personal property.
- 6.4 Failure to provide services or equipment as described shall not constitute breach of contract. The owner shall not be liable for any equipment failure and / or its consequences.
- 6.5 The Owner does not accept any liability and will not be responsible for any claims resulting from the actions or omissions of any third party.
- 6.6 THE OWNER STRONGLY RECOMMENDS THAT YOU TAKE OUT SUITABLE HOLIDAY INSURANCE TO PROVIDE COVER IN THE CASE OF PERSONAL INJURY AND COVER FOR YOUR PERSONAL BELONGINGS.

7. The Accommodation

- 7.1 You can arrive at the property at any time after 4.00pm on the start date of the booking. Contact numbers for the collection of all keys will be made available on the booking confirmation and in case of unforeseen delays.
- 7.2 You must leave the property by 11.00am on the last day of your booking.
- 7.3 No refunds will be made for late arrival or no arrival.
- 7.4 You and all members of your party agree to keep the property clean and tidy during your occupation. Guests are not permitted to smoke inside the cottage.
- 7.5 You agree to leave the property clean and tidy. If excessive cleaning is necessary following your departure deductions will be made from the security/cleaning deposit.
- 7.6 You agree to be responsible for any damage or breakage caused by you. You agree to bring any such damage or breakages to the attention of the Owner or the Owner's agent at the soonest opportunity and in any case before you leave. You will pay for damage and breakages caused by you at the soonest opportunity.
- 7.7 You are responsible to the Owner for the actual costs of damage/breakages caused by you and for any additional costs and the Owner can require payment from you to cover such costs.
- 7.8 You agree not to use the property for any purpose other than a domestic holiday or visit. You agree not to use the property for any commercial purpose.
- 7.9 You agree not to sub-let the property or otherwise allow anyone to occupy the property who has not previously been agreed by the Owner. You must not allow more people than stated on the booking form to occupy the property.
- 7.10 You agree not to allow pets or any animals to occupy the property.
- 7.11 You agree to act in a safe and responsible way with due regard for the nature and capabilities of members of your party. Babies and children will not be left unsupervised at any time.
- 7.12 You agree to use appliances, equipment and services only in accordance with instructions and only for their intended purpose.
- 7.13 You agree to bring any problems or faults to the attention of the Owner or the Owner's agent at the soonest opportunity.
- 7.14 You must allow the Owner or the Owner's agent reasonable access to the property. The Owner or Owner's agent may enter the property in your absence without giving any notice.
- 7.15 The Owner is entitled, at his/her discretion, to refuse to hand over the property to you or to repossess the property in its entirety if it is believed that you or any members of your party have been or are likely to be a nuisance to the community. This includes excessive noise, disorder, damage, unlawfulness etc. Furthermore, the Owner is entitled to refuse to hand over the property to you or to repossess the property in its entirety if it is believed that you or your party have caused or will be likely to cause damage or breakages. If you allow pets or animals to occupy the property or allow extra people to occupy the property the Owner may, at his/her discretion, immediately re-possess the property in its entirety and/or apply an extra charge, payable immediately, of £50.00 per person/animal per night. An additional cleaning levy of £25.00 will also be applied.

- 7.16 No refunds of any kind will be made if the Owner exercises his/her discretion and refuses to hand over the property to you or re-possess the property from you. The Owner or the Owner's agent can take this action. The Owner is not responsible for any costs incurred by you as a result of this action and is not responsible for finding you alternative accommodation. You will forfeit the total cost of your booking.

8. Complaints

- 8.1 The Owner has made every effort to ensure that your stay meets your expectations. Unfortunately, sometimes problems occur and the Owner agrees to try and resolve those problems as efficiently and effectively as possible.
- 8.2 If you have a problem of any kind please raise it immediately with the Owner or the Owner's agent. **DO NOT WAIT UNTIL YOU GET HOME.** This is particularly important with regard to property preparation, equipment or service failure.
- 8.3 If you remain unsatisfied with the solution provided please write to the Owner, giving full details of the circumstances of your complaint and the matter will be fully investigated.

9. Information

- 9.1 The Owner will endeavor to provide full and accurate written details about the property and its immediate location in order to allow you to make an informed choice as to whether or not you wish to make a booking.
- 9.2 If you are unsure as to the implication of any details on your particular circumstances, or you need any further information please contact the Owner directly.
- 9.3 It is important that you fully understand the nature of the property, the services available and any limitations/restrictions before you make your booking. Changes and cancellations can be costly.

10. Travel Information

- 10.1 You are responsible for ensuring that you and all members of your party have the correct travel and health documentation. If you have any doubts as to the validity of travel documentation you should check with the French Embassy before booking.
- 10.2 For holidays in France, you may need to complete form E111 or equivalent. This form is available at most Post Offices or your local Department of Health office.
- 10.3 You are responsible for all your own travel arrangements. Refunds will not be made where failures of the carrier prevent you taking up your booking.

11. Data Protection

- 11.1 In order to process your booking you need to supply personal data relating to you and members of your party. This may include personal details, addresses, phone numbers, financial details, medical details, dietary needs and any other information, which may impact on your decision to rent this property.
- 11.2 This information will be stored and used for administrative purposes connected to your enquiry and to subsequent rental of this property. By completing the booking form you consent to your data being stored and used in this way.
- 11.3 You and members of your party may be asked to complete a post-holiday questionnaire.
- 11.4 If you object to your personal data being used in this way it will not be possible for you to complete the necessary transactions required to rent this property.

----- **End** -----