

Brasscam, Borrowdale

Booking Terms and Conditions

1. YOUR BOOKING Your booking is with Mrs RM Crockford, acting on behalf of the owners. A Booking Deposit of £100 (payable to "Mrs RM Crockford") is required to confirm your booking. If however you are booking within 6 weeks of your holiday, payment must be made in full when confirming your holiday. Please note your holiday is not confirmed until you have received either an email or written confirmation and we reserve the right to refuse any booking before we have issued the holiday confirmation. Your booking is made as a consumer and you agree the owners will not accept liability for expenses, costs, losses, claims or other sums that relate to any business however so suffered or incurred by you. You must be over 18 years of age at the time of making your booking. As soon as you receive the holiday confirmation, please check it carefully. Any errors must be reported to us immediately.

2. BALANCE PAYMENT The balance of your holiday is due at least 8 weeks prior to holiday commencement. This should be paid by bank transfer to Mrs RM Crockford at Nat West, Sort code 60 02 41, Account 21634971, or forwarding a cheque payable to "Mrs RM Crockford" at The Old Vicarage, Car Colston, Nottingham, NG13 8JG. Non Payment of the final balance when it becomes due will constitute cancellation of the holiday and forfeiture of the Booking Deposit.

3. HOLIDAY COST The prices quoted are for 7 nights accommodation from the changeover date. Included in the price is oil for the central heating, electricity, bed linen, and wi-fi broadband. The published prices are valid until revised on the website. Prices quoted are in £ sterling and are all inclusive. Should these rates change or other taxes or levies become due, you may be required to pay the extra amount.

4. BREAKAGES There is no breakage deposit. Any cost of repair or replacement items will be charged to you within 28 days of vacating the property, and you agree to settle reasonable costs within a further 28 days.

5. BROCHURE AND WEBSITE The owners endeavour to ensure the information in our brochure and on our websites is correct. However the information may have changed by the time you book so you should check key details, including prices when you book. The owners always try to maintain the very best facilities and services, but changes may have occurred since brochure / website production. Occasionally, problems mean some facility or service is either not available or restricted, whereupon the owners will endeavour, as soon as practically possible, to inform the person who booked the holiday. The owners will not accept responsibility for inaccessibility to any attractions or area amenities mentioned in the brochure or on the website.

6. SHORT BREAKS These can be arranged for a minimum of three nights out of season and at short notice during the high season, please email enquiries@brasscam-borrowdale.co.uk or telephone 01949 20724 to discuss your requirement.

7. OCCUPANCY Your holiday group must not exceed the maximum number of four people which the property will sleep. If it does the owner/caretaker can refuse to allow you to take possession of the property or make you leave before the end of the holiday. If this happens we will treat your holiday as cancelled by you and you will not be entitled to a refund of monies or compensation.

8. PETS The property is suitable for one dog only. There is an additional cleaning cost of £20 for a dog.

9. TRAVEL COT A cot is available, but note that linen is NOT provided for the cot. A highchair is available on request in advance.

10. BED LINEN Sheets and duvets are provided. A surcharge will be made to replace any damaged sheets or duvet covers.

11. ELECTRICAL APPLIANCES In the event that an electrical appliance breaks down, it will be repaired as soon as possible. We will not pay compensation in such circumstances.

12. KEY COLLECTION The property is available from 3.00pm on day of arrival and must be vacated by 10.00am on day of departure, unless otherwise stated on your holiday confirmation. The key is located in the security box by the back door – you will be supplied with the combination number with your confirmation. The key must be returned to the security box on departure.

13. CAR PARKING Cars should be parked in the area beside the wooden shed behind no 4 Mountain View, without encroaching on the area behind no 3. The owners accept no risk in respect of guests' cars.

14. ACCESS TO THE PROPERTY There may be occasions when we will require access to the property to carry out repairs, photography, Visit England inspections etc. Wherever possible we will advise you as soon as we are aware of the date and time the access is required.

15. DATA PROTECTION For the purposes of the Data Protection Act 1998, the owners are the sole data controller of all personal data provided to us from customers and prospective customers. Except where expressly permitted by the Data Protection Act 1998, the owners will only deal with the personal details you give as set out above. The owners have appropriate security measures in place to protect this information.

16. CANCELLATION OF YOUR HOLIDAY You must notify the owner by email at enquiries@brasscam-borrowdale.co.uk or by post to The Old Vicarage, Car Colston, Nottingham, NG13 8JG, at the earliest possible time in the event that you need to cancel your holiday. If cancellation is more than 6 weeks in advance of the holiday, then the balance in excess of the Booking Deposit will not be chargeable (and will be repaid if appropriate), but the Booking Deposit will not be refundable. If cancellation is within 6 weeks of holiday commencement we will try and re-let the original booking on your behalf (see point 19 for details) otherwise the monies paid will be non-refundable.

17. CHANGES DUE TO THE OWNERS' REQUIREMENTS We do not expect to make any changes to your booking but occasionally changes do occur during and after bookings have been confirmed and occasionally confirmed bookings have to be cancelled. Most changes are minor but in the event of cancellation all monies paid, including the Booking Deposit, will be refundable. Compensation will not be paid for minor or significant changes or cancellations prior to departure.

18. HOLIDAY CANCELLATION INSURANCE We recommend that you purchase Holiday Cancellation insurance.

19. RE-LETTING ON YOUR BEHALF If you have to cancel your holiday due to reasons not covered by the holiday cancellation insurance (see paragraph 18), we can, if requested in writing, attempt to re-let your booking on your behalf. If successful we will refund any monies paid by the new hirer (please note this may not be brochure /website price, especially if it is a late booking), less an administration fee of £50. If unsuccessful all monies paid will be forfeited. If at any time of cancellation, the final balance payment remains overdue by more than 14 days, then no monies will be refunded.

20. CARE OF COTTAGE Our cottage is lovingly cared for and we ask that you treat it with respect and leave it clean and tidy. Please report any damages/breakages to the cottage owner or caretaker on or before departure in order for us to fix/replace these prior to the next guests arriving. Damage/breakages caused through neglect may be charged for, in this case we will contact you within 2 weeks of departure.

21. COMPLAINTS We work very hard to ensure you have an enjoyable holiday. Any difficulties you have on holiday must be reported to the owner/caretaker straight away so that your reasonable holiday expectations may be met. This is the quickest way of resolving problems that might occur. Problems of a transient nature should be raised straight away as they cannot be rectified after your holiday. If you are still dissatisfied then you must email or write to us within 28 days of your return, otherwise we cannot accept any liability for your complaint. If you return home before telling anyone of your difficulties and your claim doesn't involve personal injury/death then we cannot accept any liability.

22. YOUR RESPONSIBILITIES You are responsible for the property. This means you must keep all furnishings and fittings inside and outside the property in a comparable state of repair and condition as at the beginning of the holiday. The property cleanliness must be left in the same state as you found it. Breach of these conditions may result in the owner/caretaker making an additional cleaning charge and/or making a claim against you as a result of any damage or loss. You are responsible to the owner for the actual costs of any breakage or damage along with additional costs that may occur caused by you or any member of your party.

You are expected to show due consideration for other people, not to abuse the property or display rude, dangerous or offensive behaviour towards the owner or caretaker or other third party. Possession of the property can be refused or you can be asked to leave before the end of the holiday. If this happens we will treat your holiday as having been cancelled by you and you will not be entitled to a refund of your holiday cost or compensation.

It is your responsibility to check the holiday property meets your needs and we cannot be responsible for ensuring the property is entirely suitable for your needs. We cannot accept any bookings that are specified to be conditional upon fulfillment of a particular request. It is your responsibility to notify us of any information regarding a medical problem or disability that may affect your holiday at the time of booking.

23. LIABILITY The owners shall have no liability for any death or personal injury unless it results from owners' negligence or that of an employee or designated representative of the owners (provided they were at the time acting on behalf of the owners). You must take all reasonable steps to safeguard your personal property. No liability is accepted by the owners in respect of damage to, or loss of, such personal property except where the damage or loss is caused by the negligence of the owners, or of an employee or designated representative of the owners (provided they were at the time acting on behalf of the owners)

24. FORCE MAJEURE Compensation payments will not apply where the owners cannot fulfill their obligations to guests due to circumstances beyond their control. This would mean any event the owners cannot foresee with all due care, eg riots, war or threat of war, terrorist activity, civil strife, natural or nuclear disaster, industrial dispute, adverse weather conditions, fire, epidemic or health risk and similar factors beyond the owners' control. In valid cases, for example where your booking has to be cancelled before departure due to force majeure making the property inaccessible, the owners will refund all monies paid to them.

31 January 2018