

THE OLD SWAN INN

TERMS AND CONDITIONS

BOOKINGS AND PAYMENT

When you make a Reservation Request, we shall confirm the availability of the Property and reserve it for you the Holidaymaker. Upon reservation a 30% Deposit must be received within **24 hours** by online banking or cash deposit at our bank. We give three (3) days for cheque deposits, which must be posted **First Class** on the day of booking.

If the holiday is to commence within eight (8) weeks, the full balance must be paid. If payment is not received, the reservation will be cancelled.

Upon receipt of the Initial or Full Payment, we will issue a Holiday Confirmation, which is your receipt.

The balance must be paid no later than eight (8) weeks prior to the commencement of the holiday.

Where we have not received the balance by the due date, an overdue reminder letter will be issued to you. If the balance is not received within three (3) days of the date of that reminder, we reserve the right to treat the Booking as cancelled by you and the deposit will be non-refundable.

The prices stated on the website are in pounds sterling. All payments must be made in pounds sterling.

Any charges raised against us by our bank for handling dishonoured cheques, bank transfers, international exchange costs and transfer costs or any other payments, must be paid by you within seven (3) days of the request to do so.

BOOKING DETAILS

Upon receipt of the Holiday Confirmation from us you should check the details and notify us of any mistakes/errors made by either party and within no more than three (3) days.

No changes can be made to the Booking after this time if other Holidaymakers have reserved the dates required.

CANCELLATION BY THE HOLIDAYMAKER

You should notify us immediately by telephone and then in writing/email if you wish to cancel the Booking. The cancellation only takes effect when we have received written confirmation from you.

Deposits are non-refundable. If the balance has been paid in part or full, the balance, minus the deposit will only be refundable if a cancelled week is fully or partially re-let. *Any refund will be pro-rata to any days re-let, minus any or all of the following: any last minute discounts we have had to offer to secure a re-let, agency commission fees charged to us, additional advertising or email marketing costs,, and any other costs incurred in order to secure a relet. The remainder, if any, will be subject to a £25 administration fee to cover the considerable time involved in securing a re-let.* **You should therefore consider whether holiday insurance cover is desirable.** At our discretion, if we re-let your holiday, we may use part of the deposit to cover these costs and/or refund part of the deposit and admin fee as a voucher to spend on another holiday with us. Valid for 12 months.

However, in the event of a breach of any of the undertakings regarding your responsibilities or that regarding pets, we (or our representative) can refuse to allow you to take possession of the Property or make you leave the Property before the end of the Holiday. In either case you shall be deemed to have cancelled the Booking and under these circumstances you shall have no claim for compensation or reimbursement whatsoever.

OTHER CANCELLATIONS

In the highly unlikely event we are unable to let the holiday accommodation requested by you, due to unforeseen circumstances other than those conditions considered 'Other' as below or force majeure we will reimburse you in full and endeavour to suggest alternative accommodation for you of an equivalent type and standard in a similar location. We will not be liable for any costs associated with alternative accommodation.

INSURANCE

When you make a Booking you should consider taking out holiday insurance cover. To minimise the financial risks associated with going on holiday or a possible cancellation, it is strongly recommended that you arrange travel insurance that matches your needs when booking the holiday. This can be purchased at relatively low cost, or may be included free with your banking institution benefits.

RESPONSIBILITIES OF THE HOLIDAYMAKER & DAMAGES

During the period of the holiday, you and your party should ensure:

- that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation (and in any event no more than six (6) persons including babies & children);
- that the Property will be used solely for the purpose of a holiday by you and your party;
- to show due consideration for other parties (to include, but not be limited to, refraining from abuses of the Property and/or illegal, dangerous, offensive or rude behaviour to us, our representative or any third parties such as neighbours, and livestock);
- to allow us or our representative access to the Property for repairs or inspection at any reasonable time during the period of the holiday;
- to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and **to please ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found.** We reserve the right to levy an additional charge for any extra cleaning required after your occupancy and for any consequential loss;
- **to please report as soon as possible to us (or our representative) any breakages or damage** caused by you or your party during the holiday and to reimburse us with the cost of replacement. We reserve the right to make a claim against you for repair or loss as a result of damage caused. At the very least we may ask you to repay part or all of any discount you may have received to cover our costs;
- **to please arrive after 3 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure** unless prior arrangement has been agreed with the us and/or the Holiday Confirmation states otherwise;
- **not (without the express permission of us) allow any person or pets, other than those booked and staying in the Property, to use the facilities and amenities of the Property;**
- **Please ensure you close all the windows when you leave the property at any time.**
- *and to notify all other members of your Holiday party of these undertakings.*

In the event of a breach of any of the undertakings set out above we (or our representative) can refuse to allow you to take possession of the Property or ask you to leave the Property before the end of the Holiday. In either case you shall be deemed to have cancelled the Booking and you shall have no claim for compensation or reimbursement whatsoever.

PETS

If you bring a pet/s to the Property which exceeds the stated number/size of pet agreed at the time of booking, we (or our representative) can refuse to allow you to take possession of the Property or make you

leave the Property before the end of the holiday. Pets must be kept under control at all times, as there are often sheep and cattle in nearby fields. If the pet/s is let loose and worrying livestock we can ask you, the Holidaymaker to leave the property. *Please be aware that farmers have the legal right to shoot dogs in fields worrying livestock.* If the Holidaymaker is made to leave the property they shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

The Holidaymaker is liable for all damage caused by his/her pets. Please ensure any dog fouling is picked up and disposed of as and when it occurs, and at the end of the letting period. You should remove all traces (inside and out) from the Property of pet occupation before final departure. We reserve the right to levy an additional charge for any extra cleaning required after your occupancy. **You must not allow pets upstairs, and not allow them on beds, furniture or in the bath and pets must never be left alone in the Property at any time,** unless by our prior agreement and with the understanding they are left in a cage in the hall. If you breach this clause and/or your pet damages the property we (or our representative) will ask you to leave the Property before the end of the Holiday. If this happens you shall be deemed to have cancelled the Booking and you shall have no claim for compensation or reimbursement whatsoever.

LIABILITY

Your (and all other members of your party) personal belongings and vehicles (together with their contents) are left at the Property entirely at your own risk.

We shall accept no liability to you for any loss, damage or injury howsoever caused to you, or your parties personal property during your stay at the Property except to the extent such loss, damage or injury is caused by the negligence or wilful default of us. The above must be covered by you, your vehicle or travel insurance.

INFORMATION

Under the Data Protection Act 1998, all personal and other information and details collected by us or on behalf of us by **HolidayLivebooking** via our online booking application, will not be disclosed to any third party except in relation to any legal obligations required by law such as under The Immigration (Hotel Records) Order 1972.

Your booking information is stored on the **HolidayLivebooking** database but is only accessible by HolidayLivebooking and ourselves as co-proprietors of **The Old Swan Inn** for the purpose of administering your booking. Access controls, logging and encryption are in place to ensure the ongoing security of information entrusted to **HolidayLivebooking**, and we're required by law to keep the information confidential.

Provided you have not asked us otherwise, we may use your details in future to contact you about any future offers at The Old Swan Inn. We will not sell, trade, or transfer your details to third parties. Any e-mail marketing we carry out will always allow you to unsubscribe from the mailing list.

COMPLAINTS

We want you to enjoy your holiday, recommend us to your friends and family, and hopefully stay again. In the unlikely event you have cause for dissatisfaction, you should talk to us immediately, during your stay, and we will endeavour to resolve the issue as soon as possible. We take complaints seriously and want to do our best to resolve them if at all possible. We encourage feedback and you will be given a feedback form, before the end of your stay, to complete if you wish.

OTHER

No liability can be accepted and no compensation will be paid by us, where you, or your parties personal property suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by us are prevented or affected, by any event which we could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure of international borders, disease, no availability of transport services, interruption to services/utilities and all similar events outside our control.

LAW AND JURISDICTION

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.

Nov 2015