# Booking Information

Practical information

Bed linen is provided at Lunefield but cot linen is not provided.  Towels will **not** be provided.

Arrival time at the property is 3pm, although sometimes it may be possible to accommodate an earlier arrival, and vacation time is no later than 10am please, although cars may be left on the drive while the cleaners are working.

**We need to draw attention to the fact that Lunefield is an old house which has been sympathetically restored but which still has some elements of risk: it has open plan stairs in the lounge area, stone steps and a flat garage roof which mean that parents may think it is unsuitable for the very young. Children MUST be supervised in the garden, as there are steep slopes and it is enclosed but not escape-proof.**

Lunefield is close to the River Lune. Guests must be aware of the risk this may pose to children and pets and undertake to be responsible for them at all times. The River Lune is also liable to flooding in stormy seasons. Guests must be aware of this risk and responsible for their own cars, possessions and safety. When a flood warning is issued on the government website <https://flood-warning-information.service.gov.uk/warnings> , guests are advised to leave the property, and the owner reserves the right to cancel a booking without notice if such a warning is issued.

The owners shall not be liable for any damage or loss caused to any belongings during the Hire Period.

**Booking Terms and Conditions (“the Conditions”)**

RECITALS

The Hirer is entering directly into a contract with the Owner.

**1. INTERPRETATION**

1.1 In these Conditions the following words shall have the following meanings:

“Booking Enquiry” means the offer to hire the Holiday Accommodation made by the Hirer;
“Booking" means the acceptance of the Booking Enquiry by the Owner;
“Deposit” means £50;
“Hirer” means the person who makes a Booking;
“Hire Period” means the period during which the Hirer and/ or the Group will occupy the Holiday Accommodation;
“Holiday Accommodation” means the holiday accommodation, Lunefield Farmhouse, consisting of the dwelling, any garden, all fixtures, fittings, contents and equipment;
“Owner” means the owner of the Holiday Accommodation;
“Group” means the individuals that will occupy the Holiday Accommodation;
“Price” means the price payable to hire the Holiday Accommodation (excluding any Security Deposit);

1.2 Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

1.3 All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter/singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties.

1.4   In this Agreement references to clauses and schedules and sub-divisions thereof, unless a contrary intention appears, are to clauses and schedules to this Agreement and sub-divisions thereof.

**2. MAKING A BOOKING.**

2.1 A Hirer may contact the Owner either by email or telephone to make a Booking Enquiry whereupon the Hirer shall provide the Owner with the following information:-

2.1.1 the dates on which they would like to hire the Holiday Accommodation;
2.1.2 their name, address, contact telephone number and email address;
2.1.3 confirmation that they are aged 21 years or over;
2.1.4 the number of individuals in the Group; and
2.1.5 whether there are to be any pets accompanying the Group and if so, how many.

2.2 Once the Hirer has made the Booking Enquiry the Owner shall acknowledge receipt of this. The Owner shall check the availability of the chosen Holiday Accommodation.  Although the Owner may confirm that the Holiday Accommodation is available to hire and may pay any monies paid by a Hirer into its bank account, the Booking shall not be binding until the Owner writes to the Hirer to confirm the Booking and the Hirer pays a Deposit to the Owner.

2.3 The Hirer should pay the Deposit immediately, and the Balance at least one month before the holiday is due to begin (by cheque or bank transfer). If no payment (in cleared funds) is received in this time, the Holiday Accommodation will be marked as available for hire.

2.4 The Owner has the right to refuse any booking before it sends written confirmation out to a Hirer.  If the Owner wishes to do this, it will inform the Hirer in writing and promptly refund any money paid to it.  In this case, neither the Owner nor the Owner will have any legal responsibility to the Hirer.

**3. NUMBERS IN GROUP**

3.1 The number of persons occupying the Holiday Accommodation must not exceed the number provided by the Hirer at the time of making the Booking (unless the Hirer has notified the Owner of the increase at least 14 days before the start of the Hire Period and the Owner has agreed to the increase and if applicable the Hirer has paid an additional fee) or the maximum occupancy limit of the Holiday Accommodation.

3.2 If the number of persons occupying does exceed the numbers provided then:-

3.2.1  the Hirer may be required to pay an additional sum to cover the additional person(s); or
3.2.2 if the maximum capacity for the Holiday Accommodation is exceeded, then the additional persons will not be permitted to occupy and if they continue to do so,   the Owner may enter the Holiday Accommodation and require the Hirer and / or the Group to vacate the Holiday Accommodation.  If the Owner takes this step the Booking and Hire period shall be cancelled with immediate effect and the Hirer (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

**4. PETS**

4.1 The Hirer and/or Group must not allow any pets in the Holiday Accommodation unless this has been agreed with the Owner at the time of making the Booking or at least 14 days before the start of the Hire Period.

4.2 Where pets are permitted in the Holiday Accommodation:-

4.2.1 they must not be left unattended in the Holiday Accommodation (including any garden) at any time without the prior agreement of the Owner;
4.2.2 they must not be allowed in any of the bedrooms or on any of the furniture within the Holiday Accommodation;
4.2.3 they must be under strict control at all times;
4.2.4 the Hirer must clear up any fouling on gardens or grounds without delay.

4.3 If a garden is described as enclosed it does not mean that it is ‘escape-proof’ for pets.

4.4 If the Hirer or anybody within the Group brings a pet with them without having agreed this with the Owner at the time of making the Booking or at least 14 days before the start of the Hire Period then:-

4.4.1 the Hirer will be required to pay an additional sum; or
4.4.2 the Owner may enter the Holiday Accommodation and require the Hirer and/ or the Group occupying the Holiday Accommodation to vacate the Holiday Accommodation.   If the Owner takes this step the Booking and Hire Period shall be cancelled with immediate effect and the Hirer (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.
4.5   If the Hirer or anybody within the Group fails to abide by the rules in clause 4.2 the Hire Period may be cancelled in accordance with clauses 4.2.2 and 15.2.

**5. USE OF HOLIDAY ACCOMMODATION**

5.1 The Hirer and all members of the Group agree not to use the property for any illegal or commercial purpose or to sublet it or otherwise allow anyone to stay in it without agreeing this with the Owner.

5.2 The Owner can refuse to allow the Hirer and/or Group into the Holiday Accommodation or ask them to leave if it reasonably believes that the Hirer or any member of the Group (or any other person) they have invited to the Holiday Accommodation is behaving or has behaved illegally or antisocially or that damage has been, is being or is likely to be caused.  If the Owner takes this step the Booking and Hire Period shall be cancelled with immediate effect.

5.3 The Hirer and/or Group must not hold events (such as parties, celebrations or meetings) at the Holiday Accommodation without agreeing this in advance with the Owner.  If they do, the Owner can refuse to allow the Hirer and/or Group into the Holiday Accommodation or ask the Hirer and/or Group to leave.  If the Owner takes this step, the Booking and Hire Period shall be cancelled with immediate effect. In such circumstances the Hirer and/or Group will not receive a refund of any monies paid for the Booking and the Owner will not be legally responsible or liable in any way to the Hirer and/or the Group.

5.4 The Hirer and/or Group must allow the Owner (or any agent or representative) access to the Holiday Accommodation at any reasonable time during their stay.  In the event of an emergency or where any problems need resolving quickly and it is not possible to contact the Hirer and/or Group, the Owner and/or its agents or representatives may enter the Holiday Accommodation at any time without giving prior notice to the Hirer and/or the Group.

**6. VACATION**

On vacating the Holiday Accommodation the Hirer and/or Group shall ensure that this is left clean and tidy and in a similar condition to when they arrived.

**7. DAMAGE, BREAKAGES AND LOSS**

7.1 If the Hirer discovers that anything is missing or damaged it should notify the Owner immediately.

7.2 The Hirer will be responsible and account to/reimburse the Owner for all damage, breakages or loss caused by it and/or the Group or their pets to the Holiday Accommodation.

7.3 Where any breakages, damage or loss occurs the Hirer should report the same either to the Owner or the Owner or its representative (as advised at the outset by the Owner) as soon as reasonably practicable and where possible before the end of the Hire Period.

7.4 If during the Hire Period the Owner is concerned about the extent of any damage or breakages then it has the right to enter the Holiday Accommodation and require the Hirer and all those within the Group to vacate the Holiday Accommodation.  If the Owner does takes this step then the Booking and Hire Period shall be cancelled with immediate effect and the Hirer (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

**8. PRICING AND PAYMENT**

8.1 On making a Booking the Hirer will be asked to make a payment as follows:-

8.1.1 If the first day of the Hire Period is more than 6 weeks from the date of the Booking Enquiry, the Hirer must pay a Deposit;
8.1.2 If the first day of the Hire Period is 6 weeks or less from the date of the Booking Enquiry, the Hirer must pay the total Price at the time of the Booking Enquiry.

8.2 Payment can be made by bank transfer or paypal.

8.3 Hirers must have paid the Price in full no later than four weeks before the first day of the Hire Period (the “Final Payment Date”).  If the Owner does not receive the Price (or balance where a Deposit has been paid) by the Final Payment Date then it may cancel the Booking.  If the Booking is cancelled the Owner shall retain the Deposit subject to the provisions in clause 15.2.

9. FLOOD RISK AND SAFETY

9.1 The Holiday Accommodation is close to the River Lune. Hirers must be aware of the risk this may pose to children and pets and undertake to be responsible for them at all times. The garden is enclosed but not escape-proof.

9.2 The River Lune is also liable to flooding in stormy seasons. The Hirer must be aware of this risk and responsible for their own cars, possessions and safety. When a flood warning is issued on the government website, Hirers are advised to leave the property, and the Owner reserves the right to cancel a booking without notice if such a warning is issued.

9.3 The Holiday Accommodation has some aspects which may pose a risk. These include but are not limited to open-plan staircase in the lounge area, external stone stairs which may become slippery, flat garage roof. Hirers must carefully supervise those in their care and exercise caution, and are responsible for their own safety and those they are supervising at all times.

**10. THE ACCOMMODATION**

10.1 Description is as accurate as possible.

10.2 We shall not be liable for any differences between the Holiday Accommodation and its description on the Website, or any changes made to the Holiday Accommodation by the Owner after the date of the Booking Enquiry.

10.3 Where any material changes are made to the Holiday Accommodation after the date of the Booking Enquiry the Owner will notify the Hirer as soon as the Owner becomes aware of them.  In such circumstances the Owner may also cancel any Booking in accordance with clause 15.3 below if it considers it necessary to do so.

10.4 The exteriors, furniture, furnishings and room layouts of the Holiday Accommodation may differ from the photographs on the Website.

10.5 Occasionally problems mean that some facilities or services are not available or may be restricted.  If this happens, the Owner will inform the Hirer as soon as reasonably practicable after it becomes aware of the situation.

10.6 The Owner cannot accept responsibility for any changes or closures to local services or attractions mentioned in any brochures or on the Website or elsewhere.  The Owner cannot accept responsibility for any inaccurate, incomplete or misleading information about any Holiday Accommodation or its facilities or services unless this was caused by its own negligence.

10.7 Maintenance

Grass cutting, gardening, window cleaning and maintenance works etc may from time to time be carried out during the Hire Period. The Owner will try to ensure that such works are carried out with the least disruption to the Hirer and the Group as far as reasonably possible.

10.8 Damp/Condensation

As the Holiday Accommodation is an old cottage then it can be prone to condensation on walls.  These problems can be alleviated by ventilating the property.  However, as a general rule elderly, young, or those sensitive to humidity and damp should avoid such cottages especially in the wettest periods (e.g. winter and early spring).

10.9 Bed Linen, Cot Linen and Towels

Bed linen is provided at the Holiday Accommodation but cot linen is not provided.  Towels will **not** be provided as standard at the Holiday Accommodation.

10.10 Timing of Arrival and Vacation

The arrival time at the property is 3pm, although sometimes it may be possible to accommodate an earlier arrival, and vacation time is no later than 10am please, although cars may be left on the drive while the cleaners are working.

10.11 Basis of Occupation

The Holiday Accommodation is let to the Hirer and the Group for the Hire Period only (without prejudice to any party’s right to bring the Hire Period to an end early in accordance with these Conditions) and is not an Assured Tenancy or Assured Shorthold Tenancy as defined by the Housing Act 1988 as amended.

**11. COMPLAINTS AND CONTACTING THE OWNER**

11.1 If the Hirer wishes to make a complaint about anything connected with its hire of the Holiday Accommodation it should contact the Owner in the first instance as soon as reasonably possible.

**12. LIMITATION OF LIABILITY**

12.1 This clause sets out the entire financial liability of the Owner (including any liability for the acts or omissions of its employees) to the Hirer in respect of:

12.1.1 any breach of its obligations under these Conditions;
12.1.2 the hire of the Holiday Accommodation; and
12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions .

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Booking and these Conditions.

12.3     Nothing in these Conditions limits or excludes the liability of the Owner:

12.3.1 for death or personal injury resulting from the negligence of the Owner; or
12.3.2 for any damage or liability sustained by the Hirer and/or Group as a result of fraud or fraudulent misrepresentation by the Owner.

12.4 The Owner shall not be legally responsible either jointly or individually to the Hirer or Group if it is prevented from carrying out its responsibilities as a result of events beyond its control (which means any event where the Owner could not, even with all due care, expect or avoid) for :-

12.4.1 any injury;
12.4.2 any sickness;
12.4.3 any loss;
12.4.4 any damage;
12.4.5 any additional expense;
12.4.6 any damages for inconvenience

caused directly or indirectly by or arising out of the use or condition of the Holiday Accommodation.

12.6 The Owner shall not be liable for any damage or loss caused to any belongings of the Hirer or the Group during the Hire Period.

12.7 The Owner will not be liable for noise or disturbance which comes from beyond the boundaries of the Holiday Accommodation or which is beyond their control.

12.9 The Owner’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Booking shall be limited to the Price.

**13. DATA PROTECTION**

13.1 To process a Booking the Owner will need to collect and process personal information relating to the Hirer and or members of the Group.  The Owner will ensure that it acts in accordance with the Data Protection Act 1998 at all times.

**14. CHANGING A BOOKING**

14.1 If a Hirer wishes to change any detail of a Booking it should contact the Owner to make a request. The Owner cannot guarantee that the request will be granted.

**15. CANCELLATION**

15.1 By Owner

15.2 The Owner reserves the right to cancel a Booking.

15.3 Where the Owner cancels a Booking due to the sale of the Holiday Accommodation, on health and safety grounds or in accordance with clause 10.3 or where it considers it necessary to do so to safeguard its business interests and goodwill, the Hirer shall be entitled to a refund of the Price in full where the Booking is cancelled before the start of the Hire Period, or of a proportion of the Price (equivalent to the proportion of the Hire Period used up to the cancellation date) where the Booking is cancelled during the Hire Period.

15.4 The Owner does not expect to have to make any changes to a Booking.  However sometimes problems occur and Bookings have to be changed or cancelled.  The Owner has the right to do this.  If it does, the Owner will contact the Hirer to explain what has happened and let them know about any cancellation or change as soon as is reasonably practicable

15.5 The Owner is not under any obligation to find alternative accommodation for the Hirer and/or Group.

15.6 By the Hirer

15.7 The Hirer is advised to take out holiday insurance in case it has to cancel the Holiday Accommodation.

15.8 If the Hirer wishes to cancel the Booking then it shall notify the Owner as soon as possible in writing.  On receipt of the notice the Owner shall advertise the Holiday Accommodation as available to let on its Website.

15.9 If the Owner is able to make a new booking for  the Holiday Accommodation before the start of the cancelled Hire Period then it will refund the Hirer

15.10  If no new Booking is made in respect of the cancelled Hire Period, then the Owner shall be entitled to:

15.10.1  keep all monies already paid for that Hire Period where the full Price has been paid and there is less than 6 weeks until the start of the Hire Period.
15.10.2  keep the Deposit where there is more than 6 weeks until the start of the Hire Period.

**16. FORCE MAJEURE**

The Owner shall not be liable to the Hirer or any member of the Group under these Conditions if it is prevented from, or delayed in performing, its obligations under these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Owner or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, staff  illness.

**17.  SEVERANCE**

17.1 If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Conditions, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

17.2 If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**18. ASSIGNMENT AND VARIATION**

18.1 The Owner may at any time assign or transfer all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.

18.2 The Hirer may not assign its rights or obligations under these Conditions without the Owner’s prior written consent.

18.3 The Prices and Conditions set out herein supersede all those previously published. The Prices and Conditions may be updated, changed or varied by the Owner.

**19. RIGHTS OF THIRD PARTIES**

Only the Owner (and its assignees) and the Hirer shall have any rights under these Conditions and a person who is not a party to these Conditions shall not have any rights under or in connection with it.

**20. GOVERNING LAW AND JURISDICTION**

20.1 These Conditions, and any dispute or claim arising out of or in connection with their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or these Conditions or their subject matter.