

Booking Conditions Pebblebed Cottages

Definitions

- **“Booking”** means a booking for a property.
- **“Booking Form”** means the booking form supplied by Pebblebed Cottages or on the website.
- **“Contract”** means the contract between You and the owners of the property.
- **“Owner”** means the owner of the selected property and “we” and “our” relate to the owner.
- **“Property”** means either of the properties advertised on the Website.
- **“Rental Fee”** means the total fee for the Selected Property as set out on the Website or as otherwise agreed in writing including rental, heating, electricity, logs, use of bed linen and towels, toiletries and a welcome basket of groceries (and VAT if applicable) but excluding any charges for additional services provided by the owners.
- **“Rental Period”** means the period of time for which You wish to rent the selected property as stated in the Booking Form or other written confirmation of the Booking from you.
- **“Pebblebed Cottages”** means the partnership of RJW and SJG Kinver of Venn Ottery House, Venn Ottery, Ottery St Mary, EX11 1RY who own the properties on the Website.
- **“Selected Property”** means the property specified by you in the booking.
- **“Website”** means the Pebblebed Cottages’ website at www.pebblebedcottages.co.uk.
- **“You”** means the person who makes a booking

1 CONTRACT

- 1.1 The Contract for renting the Selected Property is between You and Pebblebed Cottages and it incorporates and is subject to these Booking Conditions.
- 1.2 By making a Booking you are deemed to have made an offer to enter into a contract with Pebblebed Cottages for the letting of a Selected Property in accordance with the Booking Conditions.
- 1.3 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when Pebblebed Cottages issues a confirmation form to you pursuant to condition 2.5.

2 BOOKING AND PAYMENT

- 2.1 You may make a booking by either:
 - Contacting Pebblebed Cottages on 01404 811555: or
 - Sending an email giving details of your booking requirements to Pebblebed Cottages at sarah@pebblebedcottages.co.uk; or
 - Booking online at www.pebblebedcottages.co.uk
- 2.2 If when making your Booking, the start date of your booking is more than 8 weeks away, You must pay a deposit to Pebblebed Cottages. The deposit is 40% of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.
- 2.3 The entire Rental Fee is payable at the same time as your Booking if the Booking is made 8 weeks or less before the start of the Rental Period.
- 2.4 Pebblebed Cottages reserves the right to cancel your booking at any time and retain the deposit if the balance is not received by the due date.
- 2.5 Pebblebed Cottages will issue a booking confirmation to you once you have either made a booking via telephone, email or online and in all cases the money due at the time of the Booking has been received in cleared funds. You should check the confirmation form carefully and notify Pebblebed Cottages immediately in the

case of any discrepancy or mistake.

2.6 Pebblebed Cottages may at any time before the issue of a confirmation form accept bookings from other customers for the Selected Customers.

2.7 If the selected property is unavailable for your selected Rental Period and Pebblebed Cottages are unable to accept the Booking for this or any other reason, Pebblebed Cottages will return all money received from you in full.

3 METHODS OF PAYMENT

3.1 You may pay by cheque, credit card, debit card or by bank transfer.

3.2 An administration charge will be levied for payments by credit card. At the time of publication the charge is 1.8% of the payment amount but may be varied at any time.

3.3 For Bookings made less than 3 weeks before the start of the Rental Period, no cheques will be accepted and payment must be made in cleared funds, i.e. by credit card, debit card or bank transfer.

3.4 All cheque payments shall be to Pebblebed Cottages at the address stated and made payable to RJW Kinver and SJG Kinver.

4 CANCELLATION

4.1 If you cancel the accepted/confirmed Booking for any reason, you must notify Pebblebed Cottages in writing at the address stated in these Booking Conditions.

4.2 Should You cancel within 8 weeks of the Rental Period a cancellation charge of 100% of the rental value will be applied.

4.3 Please note Deposits paid are non-refundable.

4.4 If the Selected Property which you have booked and which has been accepted or becomes unavailable or unusable prior to the start of the Rental Period, you will be reimbursed any funds received from you in respect of the Contract.

5 RENTAL PERIOD

6.1 The Rental Period commences, unless otherwise notified, at 4:00 pm on the day of arrival and terminates at 10:00 am on the day of departure.

6.2 A minimum Rental Period may apply at certain times of the year. Late departures may be available at Pebblebed Cottages discretion for a nominal fee.

6.3 Pebblebed Cottages will notify you, once you have paid the Rental Fee in full, if the extended stay is available.

6.4 If your period of stay extends beyond the period of hire in 6.1, or such other period as expressly agreed in 6.2, you may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

6 CHANGES TO THE RENTAL PERIOD

6.1 Pebblebed Cottages will endeavour, but is under no obligation, to consider a request from you to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:

- the selected property is available for the new period requested:
- at the time of publication, you pay an administration fee of £42.00 (including VAT) and any due sums in respect of any higher prices for the Selected Property for the new dates.

7 USE OF THE SELECTED PROPERTY

- 7.1 You agree that the number of people staying in the Selected Property will not exceed the number stipulated on the Website.
- 7.2 You agree that the Selected Property will be used for personal and domestic purposes only.
- 7.3 You agree that the Selected Property will not be used for any commercial purposes without the written consent of Pebblebed Cottages.
- 7.4 You agree that the Selected Property will not be used for any activity or in such a way to cause a nuisance or annoyance to neighbours of the Selected Property.
- 7.5 You and your guests will comply with any reasonable regulation relating to the Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/prior to your arrival at the Selected Property.
- 7.6 Smoking of tobacco in any form or E-cigarettes is not permitted in the Selected Property.

8 CARE OF THE SELECTED PROPERTY

- 8.1 You agree to keep the Selected Property and its contents in the same condition and repair as found on arrival at the Selected Property and shall procure that your guests shall take such care of the Selected Property and its contents.
- 8.2 For each of the Pebblebed Cottages the Owner has in place a damage waiver policy which means the cost of making good any loss or damage to the Selected Property and/or its contents caused through act or omission of You, any of your guests or accompanying animals up to a predetermined amount will not be recoverable from You. This amount will be specified in the booking confirmation. Where any such damage so caused exceeds this amount , You agree to pay Pebblebed Cottages upon written demand, any reasonable costs incurred in making good any such loss or damage above the predetermined amount.
- 8.3 You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to you by Pebblebed Cottages from time to time.
- 9.4 You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including cleaning up after any animals which you have been permitted to bring to the Selected Property) Pebblebed Cottages may charge you for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

9 PETS

- 9.1 Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in both Properties at no additional charge.
- 9.2 You should specify at the time of booking that you wish to bring a dog or other pet to the Selected Property. It is at the absolute discretion of Pebblebed Cottages whether to grant permission for a pet to stay in the Selected Property for the Rental Period. The booking confirmation will include the details of any pets that have been permitted to stay during the Rental Period and any additional housekeeping charges that may be applied to the contract.
- 9.3 You must ensure that pets are properly controlled and supervised at all times, they are not permitted in any of the bedrooms. You are advised to bring a pet basket.
- 9.4 Guests with allergies should be aware that Pebblebed Cottages cannot guarantee that there have been no pets at the Selected Property, nor (subject to condition13.1) does Pebblebed Cottages accept and liability for any suffering which may occur as the result of such pets having been present.

- 10** **RIGHT OF ENTRY**
- 10.1 Pebblebed Cottages shall have right of entry to the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.
- 11** **RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT**
- 11.1 Pebblebed Cottages reserve the right to refuse bookings from:
 a) groups of people under the age of 21; and/or
 b) hen or stag parties
- 11.2 You must inform Pebblebed Cottages if you party falls in condition 12a and/or 12b.
- 11.3 Pebblebed Cottages reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by Pebblebed Cottages or You which shall remain following termination and ask You and your guests to leave the Selected Property immediately if it is deemed necessary by Pebblebed Cottages as a result of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.
- 11.4 In the event that your Contract is terminated in accordance with condition 12.3 Pebblebed Cottages reserve the right not to refund you any part of the Rental Fees in respect of the shortened Rental Period.
- 12** **COMPLAINTS**
- 12.1 Should there be any cause for complaint during your stay in the Selected Property, you should notify Pebblebed Cottages promptly and describe the nature of the complaint.
- 12.2 There will be a housekeeper on call, whom you can contact in the event that you have a problem with the property. The housekeeper will use their reasonable endeavours to resolve any issues
- 12.3 If you wish to make a complaint after your Rental Period has ended please do so in writing to Pebblebed Cottages within a reasonable period but note that compensation cannot be offered where a complaint has not been raised during your stay.
- 13** **LIABILITY**
- 13.1 Nothing in these Booking Conditions shall limit or exclude the liability of Pebblebed Cottages for death or personal injury resulting from negligence or for any liability which cannot be excluded by law.
- 13.2 Subjects to condition 13.1 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law excluded from the Contract.
- 13.3 Subject to condition 13.1 Pebblebed Cottages shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
- 13.4 Subject as stated in condition 13.1 the aggregate liability of Pebblebed Cottages to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding 3 times the Rental Fee received from You.

14

FORCE MAJEURE

- 14.1 Pebblebed Cottages shall not be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond reasonable control. Pebblebed Cottages shall as soon as reasonably practical upon it becoming aware of the same notify you.

15

MISCELLANEOUS

- 15.1 If any provision of the Contract (or any 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 the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected.