



TREGAYOR FARM

Booking Contract

General

These terms and conditions (the “Booking Contract”) are between Tregayor Farm Ltd (“we”, “us” and “our”) and the holidaymaker(s) who book our property, Tregayor Farm (the “Property”) directly through our website: tregayorfarm.co.uk (the “Website”).

Each such booking is referred to in the Booking Contract as a “Booking”. References to “you” or “your” are references to the person making the booking and all members of the holiday party. Any Booking is subject to the Booking Contract.

This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully.

Nothing in this Booking Contract affects your usual statutory rights.

Making your Booking

The Booking shall be made and this Booking Contract shall be effective once the booking fee and the Initial Deposit (as defined below) or full payment has been received by us and you have received an email confirming the Booking and including the Cancellation Policy (as defined below).

If the Quote or Booking Request Form requires that you:

- make a payment in full, then you must pay the full amount for the Booking to us by the due date; or
- pay an initial deposit (the “Initial Deposit”), followed by a balance payment (the “Balance”), then you must pay the Balance at least 6 weeks before Arrival.

You should carefully check the details of the Quote or Booking Request Form before making any payment to us regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.

Paying for your Booking

Where you have only paid the booking fee and an Initial Deposit, you are required to send to us your payment for the Balance at least 6 weeks prior to the arrival date specified in the email confirmation (the “Arrival Date”). If your arrival date is less than 6 weeks away, then full payment is required on Booking.

If you fail to make the balance payment due to us in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

If you cancel or amend your Booking – Cancellation Policy

If you need to cancel or amend your Booking you must email us as soon as possible.

A cancellation or amendment will not take effect until we receive confirmation from you.



A Deposit of 20% of the total amount is required to secure the booking. Your Deposit is fully refundable for 48 hours following receipt. After this period the Deposit is not refundable, unless an exceptional circumstance arises (see below).

You can cancel up until 6 weeks before your Arrival Date and not be liable for any more payments to us. No refunds will be made within 6 weeks of your Arrival Date, unless an exceptional circumstance arises (see below).

In the event that:

- any Balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or
- you do not arrive at the property within 24 hours of your arrival time without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

Exceptional circumstances include if you are legally prevented from travel (e.g. the UK Government imposes a lockdown) or required to self-isolate due to Covid Regulations. In this case we would offer you an alternative date. If none can be found we will issue a full refund. Any other exceptional circumstance will be at our discretion and we reserve the right to ask for additional evidence to support your claim.

If we cancel or amend your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us.

However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

The Property

You can arrive at the Property after 4pm on the Arrival Date for your holiday and you must leave by 10am on the departure date we give you.

If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. Please see the Cancellation Policy for further details.

Your obligations

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party.



You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition, and to our Covid-secure obligations as detailed below.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of neighbouring properties.

You agree to take all necessary steps to safeguard your personal property while at the Property. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it.

We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

Covid-secure requirements

In order to keep our guests, cleaners and refuse collectors safe, we require the following on check out:

- Strip all beds used and place the bedding in the bags provided.
- All rubbish to be placed in bin bags provided, tied, and put in the wheelie bin at the front of the property (collection day is Monday, so please put out the night before if possible).
- All kitchen equipment, crockery and glasses etc. should be cleaned in the dishwasher at the end of your stay.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified.

Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.



If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

Pet/ dog friendly conditions

We do not make any additional charges for pets. In all cases you must let us know of any pets you wish to bring. We reserve the right to refuse any booking.

The garden is enclosed but you must supervise your dog at all times in the outside areas at the property.

On departure there must be no evidence of the pet, either inside the property or gardens - please pick up after your dog. No dog waste to be placed in the bins, use the dog waste bin provided.

No nuisance or annoyance is to be caused.

Any permanent damage caused by a pet e.g. extra cleaning, or repair/replacement of damaged items will incur a charge payable in full or part.

Failure to comply with these requirements may result in immediate termination of your holiday without refund.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent. If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.



This Booking Contract, and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract.

Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract. We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.