

TERMS AND CONDITIONS

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS.

1. The contract for a short-term holiday rental will be between Tritchayne Holidays Ltd (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking conditions, the law of England and Wales will govern the Contract. The contract of hire is not effective until we have received the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of the booking and the booking form must list names, addresses and ages of your party.

2. Duration and Times of Lettings - You should not arrive before 4pm on the commencement date and leave by 10am on the day of departure. Failure to do so will result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

3. Booking Form - All applications to book holidays in the properties must be submitted by you to us using our standard booking form for the time being in force ("Booking Form"). The Booking Form must be fully completed by you and must be accompanied by payment of the booking fee. The amount of the booking fee shall be 50% of the full amount payable in respect of the letting or if the booking form is submitted less than 6 weeks before the commencement of the requested holiday period - the full amount payable in respect of the whole of the letting period. In the event that we decline an application, the full amount of the booking fee will be refunded to you. In the event that an application is accepted, the booking fee will be retained by us and treated as a payment on account of the amount payable in respect of the letting.

4. Acceptance of an Application - The contract between us and you for the letting of the property shall arise upon us giving written confirmation of acceptance of your application (which will be sent electronically to any email address provided by you in the booking form) or upon us having obtained clear funds in respect of the application fee whichever is the later.

5. Payment - The full amount of the payment for the fee for the letting (less the amount to which clause 4) shall be paid on the "due date" namely, not later than 6 weeks before the commencement of the letting upon our acceptance under clause 5. VAT is not payable in the rental charge of the property

6. Failure to pay - Non-payment of the sum payable under clause 6 by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client. The terms as to payment in clause 8 thereafter apply.

7. Cancellation - ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE. Any request to cancel a booking must be made to writing to us. The effective date of cancellation is when written notification is received by Tritchayne Holidays Ltd.

You shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of the cancellation.

Tritchayne Holidays Ltd will apply the scale shown below to determine the amount of the cancellation charge, which shall be a percentage of the total cost of the booking:

Number of days before start of the booking that notification of cancellation is received	The percentage of total booking value payable by the Customer
More than 60 days	20% of the booking cost
30 to 59 days	50% of the booking cost
5 to 29 days	75% of the booking cost
0 to 5 days	100% of the booking cost

Any amounts due for refunding will be made within 14 days.

8. Changes to bookings - We will consider any request to change dates after confirmation has been issued. We reserve the right to charge an administration fee of £25 in the event a change of booking is made.

9. Occupancy and Use of Property - Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed.

10. Care of the Property - You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. We request noise to be kept to a minimum between the hours of 11pm and 7am. Smoking is not allowed in any of the properties or in any communal areas.

Any damages will have to be paid in full within fourteen days of notification.

11. Supervision – There must be at least one capable and responsible adult over the age of 18 in every cottage.

You are responsible for the full active physical supervision of all members of your party under the age of 18 at all times. This is particularly important around the pond area which is unfenced, and surrounding fields which contain livestock.

12. Dogs – Well behaved and house-trained dogs are welcome. When booking please inform us of any dogs you will bring with you. A charge of £30 per dog per stay will be added to your booking to cover the additional cleaning requirements.

We rely on you to keep your dog under control and does not cause a nuisance to other guests. Please do not allow your pet onto the furniture or beds.

13. Property Access – We are committed to respecting your privacy during your stay; however you must allow us access in the case of emergency in order to carry out carry out any necessary repairs or maintenance.

14. Health & Safety – It is important that you read and adhere to the important information in your visitor guide. Each customer is responsible for taking care when using the facilities provided and for his or her own safety.

Please adhere to the following:

When the wood burner is lit, use the fire guard; Make sure the fire is extinguished before going to bed or leaving the property; Never leave the fire unattended; The use of candles inside or outside Tritchayne Holidays Ltd is strictly prohibited; Turn off all electrical appliances before going to bed and close all doors.

15. Liability – Tritchayne Holidays Ltd, its employees and representatives shall not be liable to you or your party for loss or damage to the property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.