

## **Terms and Conditions – Warth House & Warth House Barn**

### **General**

This is a legally binding contract between the property owner, Shula Cockett and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being, Warth Barn and Warth House, Ingleton, Via Carnforth, Lancashire, LA6 3HU, United Kingdom.

### **Bookings**

A booking deposit is payable within 7 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, is payable 6 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 6 weeks prior to the arrival date must be paid in full at the time of booking.

### **Cancellation by the Holidaymaker**

Cancellation of the booking by the holidaymaker should be made in writing and addressed to:

Mrs Shula Cockett,  
Wine Warth,  
Tatterthorn Lane,  
Ingleton,  
Via Carnforth,  
Lancashire,  
LA6 3HS  
United Kingdom

In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made. However, we strongly recommend you take out holiday cancellation insurance.

### **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking,

the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

### **Miscellaneous**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

### **Number of Guests**

The maximum number of people entitled to stay at these properties are 10 in Warth Barn and 9 in Warth House and furthermore, only those people initially booked are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

### **Pets and Smoking**

Pets are not allowed in the property. Smoking is not allowed in the property.

### **Arrival and Departure Time**

Every effort will be made to have the property available from 15:00 on the day of arrival. The property must be vacated by 10:00 on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once deposit payment has been received.

### **Liability**

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

Children must be supervised at all times.

## **Cleaning**

We would like to think that you the holidaymaker and your party would treat the property as you would your own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

## **Breakages**

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

## **Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.