



Ivyleaf Cottage Holidays

Ivyleaf Cottage Booking Form



Name: _____

Tel No.: _____

Address: _____

Email address: _____

Date of Arrival: ____/____/____

(After 3:00pm)

Date of Departure: ____/____/____

(Before 10:00am)

Additional Guests Names:

Age (if under 18):

Number of dogs (if any) _____ Breed(s): _____

Total fees due: £ _____ Deposit is 25% of total fees due.

Deposit of £ _____ required on booking, payment made by:

Bank Transfer

Cheque enclosed

Paypal

- Barclays Bank, S Lockyer, 20-04-59, 03790401 (for the reference please use your surname)

- Cheques made payable to Mr S Lockyer

- Slockyer@landandexpand.com (for the reference please use your surname)



Ivyleaf Cottage Booking Conditions

**** PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A BOOKING THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU ****

1. DEFINITIONS

1.1) "**Booking**" means the receipt of a completed booking form by ICH and the deposit amount as either cleared funds or a completed Paypal transaction.

1.2) "**Booking Conditions**" means these terms and conditions.

1.3) "**Deposit**" means:

(a) 25% of the Rental Charge; or

(b) if the holiday is due to commence within six weeks of the date of the Booking, 100% of the Rental Charge

1.4) "**Holidaymaker**" means the person making the Booking.

1.5) "**Holiday Confirmation**" means the confirmation of the Booking issued by us to the Holidaymaker (by email and/or post) once the Deposit payment has been cleared/completed.

1.6) "**ICH**" means Ivyleaf Cottage Holidays.

1.7) "**Rental Charge**" means the total rental charge payable in respect of the Booking.

2. BOOKINGS AND PAYMENT

2.1) Upon clearance/completion of the Deposit, ICH will issue a Holiday Confirmation to complete the Booking.

2.2) The balance of the Rental Charge (if any) must be paid and have cleared by the Holidaymaker to ICH no later than six (6) weeks prior to the commencement of the holiday (ICH shall endeavour to inform the Holidaymaker of the due date at the time of the Booking Confirmation).

2.3) Where ICH has not received and cleared the balance by the due date, an overdue reminder letter will be issued to the Holidaymaker. If the balance is not received and cleared

within ten (10) days of that reminder, ICH reserves the right to treat the Booking as cancelled by the Holidaymaker and clause 4 shall apply and the Holidaymaker shall have no claim against ICH for compensation or reimbursement whatsoever.

2.4) The prices stated on ICH's website or in any correspondence from ICH are cash prices in pounds sterling. Any charges raised against ICH by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to ICH within seven (7) days of ICH's request to do so.

2.5) All payments must be made in pounds sterling.

2.6) ICH reserves the right to correct any error in advertised and/or confirmed prices.

2.7) Prices stated include amenities being electricity and water.

2.8) Prices stated include one set of bed linen per bed per week. Prices do not include towels; guests are advised to bring their own bath, tea and beach towels.

2.9) Cots and high chairs available if requested at the time of booking.

3. BOOKING DETAILS

Immediately upon receipt of the Holiday Confirmation from ICH, the Holidaymaker should check the details and notify ICH of any mistakes/errors made by ICH as soon as possible and in any event within seven (7) days; any request for changes to the booking after this time will be subject to availability and may incur additional costs. ICH reserves the right to charge a holiday booking amendment fee to administer/correct any error by the Holidaymaker.

4. CANCELLATION BY THE HOLIDAYMAKER

4.1) The Holidaymaker should notify ICH immediately in writing if he/she wishes to cancel the Booking. The cancellation only takes effect when ICH has received written confirmation from the Holidaymaker. If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance shall remain payable notwithstanding cancellation.

4.2) No refunds will be given on the cancellation of a Booking by the Holidaymaker.

5. OTHER CANCELLATIONS

5.1) In the event of ICH being unable to provide the holiday accommodation as detailed in the confirmation ICH will provide a full refund of all monies paid by the Holidaymaker by cheque within 14 days.

5.2) Save as set out above, ICH shall have no liability for the cancellation or alteration of a Booking.

6. INSURANCE

It is the sole responsibility of the Holidaymaker to arrange holiday insurance cover. ICH neither provides nor implies the provision of cover as part of this agreement.

7. RESPONSIBILITIES OF THE HOLIDAYMAKER

7.1) During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting Ivyleaf Cottage) undertakes as follows:

7.1.1) that the number of people occupying Ivyleaf Cottage will not exceed the number stated on the Holiday Confirmation;

7.1.2) that Ivyleaf Cottage will be used solely for the purpose of a holiday by the Holidaymaker and his party;

7.1.3) to show due consideration for other parties (to include, but not be limited to, refraining from abuses of Ivyleaf Cottage and/or dangerous, offensive or rude behaviour to ICH, or any third parties such as neighbours or other guests of ICH);

7.1.4) to allow ICH or his representative access to Ivyleaf Cottage at any reasonable time (or at any time in the event of an emergency) during the period of the holiday, save that a minimum notice of two (2) hours is provided;

7.1.5) to keep Ivyleaf Cottage and all furniture, utensils, equipment, fixtures and fittings in or on Ivyleaf Cottage in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday Ivyleaf Cottage is left in the same state of order and cleanliness in which it was found. ICH reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss;

7.1.6) to report as soon as possible to ICH any breakages or damage caused by the Holidaymaker during the holiday and to reimburse ICH with the cost of replacement. ICH reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;

7.1.7) to arrive after 3 p.m. on the arrival day and to vacate Ivyleaf Cottage by 10 a.m. on the day of departure unless prior arrangement has been agreed with ICH:

7.1.8) not (without the express permission of ICH) allow any person other than guests booked and staying in Ivyleaf Cottage for their holiday to use the facilities and amenities of Ivyleaf Cottage; and

7.1.9) to notify all other members of the Holidaymaker's party of these undertakings.

7.2) In the event of a breach of any of the undertakings set out in clause 7.1 ICH can refuse to allow the Holidaymaker to take possession of Ivyleaf Cottage or make the Holidaymaker leave Ivyleaf Cottage before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

8. PETS

8.1) The Holidaymaker is entitled to bring up to two dogs (no other pets are allowed) to Ivyleaf Cottage, if the actual number exceeds two, ICH can refuse to allow the Holidaymaker to take possession of Ivyleaf Cottage or make the Holidaymaker leave Ivyleaf Cottage before the end of the holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

8.2) The Holidaymaker is liable for all damage caused by his/her pets. The Holidaymaker should remove all traces (inside and out) from Ivyleaf Cottage of pet occupation before final departure. ICH reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy. The Holidaymaker must not allow pets up stairs or on furniture within Ivyleaf Cottage and pets must not be left alone in Ivyleaf Cottage at any time. If the Holidaymaker breaches this clause ICH may notify the Holidaymaker of the breach and if the Holidaymaker continues to breach this clause ICH may make the Holidaymaker leave Ivyleaf Cottage before the end of the Holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

8.3) Without prejudice to clause 8.2 above. Registered assistance dogs are allowed in Ivyleaf Cottage. The Holidaymaker must notify ICH of the intended presence of any assistance dogs at the time of booking. Customers with allergies should be aware that we cannot guarantee that an assistance dog has not stayed in Ivyleaf Cottage previously. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present.

9. LIABILITY

9.1) The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at Ivyleaf Cottage entirely at their own risk.

9.2) ICH shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at Ivyleaf Cottage except to the extent such loss, damage or injury is caused by the negligence or wilful default of ICH.

10. COMMUNICATION AND INFORMATION

10.1) For the purpose of the Data Protection Act 1998, all personal and other information and details collected by ICH in the course of its business, belong to ICH and will not be disclosed to any third party.

10.2) The Holidaymakers email address will be automatically added to the ICH email mailing list and therefore the Holidaymaker may receive email newsletters or other marketing correspondence from ICH. If the Holidaymaker wishes to be removed from ICH's marketing lists, they should email us at enquiries@ivyleafcottage.com with the subject line of UNSUBSCRIBE.

11. COMPLAINTS

Any complaint regarding ICH or Ivyleaf Cottage should be made to Mr Stuart Lockyer of ICH in person during the period of your stay or by letter addressed to them at Ivyleaf Cottage, Ivyleaf Hill, Bude, Cornwall, EX23 9LD.

12. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by ICH, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by ICH are prevented or affected, by any event which ICH could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions closure of international borders, disease, non availability of transport services, interruption to services/utilities, sudden shortage of pasties and clotted cream and all similar events outside the control of ICH.

13. LAW AND JURISDICTION

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.