

Terms and Conditions of Booking and Rental

1. The Contract

- 1.1 The Contract entered into is between Suzie and Andrew Grimwood, owners of Castle Ely Mill (“the Owner”) and the person completing the Booking Form (“the Guest”).
- 1.2 The booking form, together with these terms and conditions constitute a contract between the Owner and the Guest.

2. Bookings

- 2.1 Bookings can only be accepted by persons over the age of 18 years.
- 2.2 The Owner reserves the right to refuse any booking without reason. Special approval is required from the Owner for bookings where the majority of the group is under 21 (unless the group is a family).
- 2.3 The number of persons occupying a property must not exceed the maximum occupancy of the accommodation (May = 6 persons, Rose = 4 persons, Mill = 2 persons). Should the Guest allow more than the maximum stated number of people to occupy the property, they will be in breach of this agreement and will be liable to the Owner for all losses and damages arising directly or indirectly from such breach.
- 2.4 The Guest certifies that they take responsibility for all persons declared on the booking form and that they agree to these terms and conditions on behalf of all persons on the booking form, including those substituted or added at a later date. They should ensure that all named guests are aware of the booking conditions.

3. Reservations and Deposits

- 3.1 The period of booking will be as stated on the booking form.
- 3.2 Unless otherwise agreed, the rental period is from 3pm on the day of arrival to 10am on the day of departure (this period is referred to as “the Holiday”). The Guest will be liable for any cost of whatever nature incurred because of an unauthorized extension.
- 3.3 If a booking is made eight weeks or more before the Holiday is due to start, a deposit of £100 per cottage is payable. The balance must be paid at least eight weeks prior to the start of the Holiday – any non-payment of the balance may be treated as a cancellation and the deposit will be forfeited. The Owner is not responsible for sending reminders for the balance payment – this will be stated at the time of booking.
- 3.4 If a booking is made less than eight weeks before the Holiday is due to start, the full rent must be paid at the time of booking.
- 3.5 Payments may be made by cheque, made payable to Castle Ely Mill Holidays, or by bank transfer by arrangement with the Owner.
- 3.6 Any bank charges are the responsibility of the guest.

4. Cancellation

- 4.1 Once a booking is confirmed, the Guest is responsible for the total cost of the holiday.
- 4.2 A booking can only be cancelled prior to the start of the Holiday.
- 4.3 In the event of cancellation by the Guest the Owner will endeavor to re-let the property and if successful may refund any monies paid less the deposit which is non-refundable.

- 4.4 If the cancellation date is more than eight weeks prior to commencement of the Holiday, only the deposit will be forfeited.
- 4.5 If the cancellation date is less than eight weeks prior to commencement of the Holiday, the full rental charge will be incurred, unless the Owner is able to re-let the Property for the whole of the rental period (in which case just the deposit will be forfeited).

5. Cancellation Insurance

The Owner advises the Guest to arrange holiday cancellation insurance.

6. Booking Alterations

- 6.1 Any change by the Guest in relation to the Holiday dates will be subject to the agreement of the Owner.
- 6.2 If for reasons beyond their control the Owner has to cancel or alter arrangements made for the Guest, the Owner will return any monies paid, whereupon the Owner's liability will cease.
- 6.3 If for reasons beyond their control the Owner has to cancel or alter arrangements made for the Guest, the Owner will make every effort to offer an alternative property if one is available.
- 6.4 If the Guest does not accept the alternative offered, the Owner will return any monies paid, whereupon the Owner's liability will cease.

7 The Guests Obligations

- 7.1 The Guest agrees:
- a. to treat the property with the same care and respect they would their own home.
 - b. upon departure to pay for any losses or damages to the property caused by the Guest or a member of their party (without limitation). This includes the structure, grounds, fittings or contents (reasonable wear and tear excluded). Such costs will include repairs, replacements and the cost of any additional cleaning necessary at the conclusion of the Holiday.
 - c. to be responsible for leaving the accommodation in good order and in clean condition, otherwise a cleaning charge will be levied.
 - d. to allow reasonable access to the property by the Owner if it is deemed necessary.
 - e. not to sublet or transfer the booking to another party without the Owners prior permission.
 - f. not to exceed the total number of people stipulated in the property description – a cot may be occupied by a child aged 24 months or less.
 - g. that the supervision of children, babies and any adults requiring care, remains the responsibility of the Guest at all times.
 - h. not to cause an annoyance or become a nuisance to occupants of neighbouring accommodation.
 - i. to comply with any safety and security instructions and waste disposal instructions detailed in writing in the property information folder or verbally by the Owner.
 - j. not to smoke within the property.
 - k. to vacate the property on time.
 - l. to comply with these Terms and Conditions during the Holiday period.
- 7.2 If in the opinion of the Owner any person is not suitable to continue their occupation of the property because of unreasonable behavior, damage or nuisance to other parties, the contract may be terminated by the Owner and they may repossess the property immediately. The Guest will remain liable for the whole cost of hire and no refund shall be due.

8. Services

The supply of electricity and gas (where applicable) is included in the tariff.

9. Dogs

Dogs are not allowed in any of the properties.

10. Descriptions

- 10.1 Whilst the Owner makes every effort to ensure the accuracy of property descriptions, descriptions are inevitably subjective and are for guidance only. If there are any points of particular importance please contact the Owner to clarify information.
- 10.2 Whilst the Owner has taken all responsible steps to ensure that the information contained in its website, tariffs and advertisements are accurate, the Owner reserves the right to alter, substitute or withdraw any service, facilities or amenity.

11. Liability

- 11.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services, or exceptional weather.
- 11.2 No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Guest or any member of the party during their occupancy.

12. Problems or Complaints

- 12.1 Any problems or deficiencies in the property or its contents must be reported to the Owner immediately (or within 24 hours) such problems or deficiencies are discovered. On receipt of any report, the Owner will agree in good faith with the Guest what remedial action should be taken.
- 12.2 It is specifically agreed that if notification of any problem of deficiency is made at the end, or after the Holiday, this will entitle the Owner to refuse to entertain the complaint, irrespective of its merits, as no opportunity to take action would be allowed.

13. Breach of Contract

- 13.1 If there is a breach of any of these conditions by the Guest or any of their party, the Owner reserve the right to re-enter the property, end the Holiday and ask the Guest and their party to leave.
- 13.2 If there is a breach of any of these conditions by the Owner, then the Guest has a right to end the Holiday and leave.
- 13.3 Ending the holiday by either the Owner or the Guest does not affect that party's other rights and remedies.

14. Legal Provisions

- 14.1 This Agreement is governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts.
- 14.2 The Guest= agrees that the Contract with the Owner is made at the Owners premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.
- 14.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement.

These Terms and Conditions are effective from 4th January 2013

Suzie and Andrew Grimwood
Owners, Castle Ely Mill
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