

## **Terms and Conditions for booking Faraway, Tycroes, Anglesey.**

1. The booking of Faraway is a legally binding agreement for hiring the property for a specified period. It contains rights and obligations, which are set out in these conditions called the "Hiring Conditions" and to which you agree by signing the booking form. You should only do so if you are satisfied that you understand and are prepared to be bound by them.

2. The Hiring Agreement ("the Agreement") is between you ("the Hirer") and the Owner.

### **3. Property Description**

The Owner aims to ensure that information about the Faraway is accurately conveyed. However, the information may have changed by the time you come to book. Whilst every effort is made to ensure its accuracy, occasionally problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Owner will tell the Hirer as soon as reasonably practical.

### **4. Bookings**

(a) The person who signs the Agreement certifies by doing so that he or she has the consent and authority to agree the terms of the Agreement on behalf of all intended occupants (including any later added). The signatory must be over eighteen years of age and bookings from young people under eighteen cannot be accepted.

(b) Where bookings are made by telephone/by e-mail, they should be confirmed within four days in writing, with a 25% deposit. If this does not occur they will not be treated as definite.

(c) When you book Faraway you should pay by sending a cheque to the Miss J Foster. We will send you written confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the Owner no less than 8 weeks before your arrival date at the property.

(e) If a booking is made within eight weeks before the hiring is due to start the booking form must be accompanied by payment in full of all the hiring fees

(f) If Faraway is booked less than 2 weeks before your arrival date your booking must be paid for in full within 48 hours of the booking.

(h) If any payment due in relation to your booking is not paid by the appropriate date, the Owner is entitled to assume that you wish to cancel your booking. The Owner will be entitled to keep all deposits paid or due at that date.

(i) When the Owner issues a written confirmation to you, this signifies that the Owner has entered into a contract with you, which is subject to these Conditions. The Owner has the right to refuse any booking prior to the issue of your written confirmation.

(j) When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Owner immediately

### **4. Owner's Obligations**

(a) To provide Faraway in a reasonable state of repair and condition, furnished and equipped to a fair and proper standard and in reasonable accordance with the description of the property on the website.

(b) To take reasonable steps to address properly and rectify as quickly as possible any problems which arise with the property during the hiring.

(c) The owner cannot be held responsible for any accident, loss or damage which may be sustained by any hirer, member of the party, or visitor or their property however caused.

(d) We cannot be held responsible for any building or roadworks nor any countryside activities i.e. machinery, animals and rural activities carried out at or close to properties.

## **6. Hirer's Obligations**

(a) To leave the property in a clean and tidy condition. Please ensure particularly that the kitchen and all equipment and utensils and the bathroom are left clean and tidy;

(b) To pay for any damage and breakages at the property and to the contents before the departure;

(c) To permit the owners or the owners agents access to examine any matter of complaint raised during the hiring and to attend to any resulting repair or rectification or other urgent maintenance;

(d) Any complaints should be made firstly to the caretaker within 48 hours so that an investigation can be undertaken and any remedial action taken. It may be impossible to investigate a complaint thoroughly after you have left the property and this could affect or even extinguish your rights. It is therefore in your interest to act promptly.

(e) Not to share the property with anyone not nominated in the booking form or to sublet the property or assign the booking to anyone else;

(f) Not to exceed the maximum number of persons stated on the website to be allowed to occupy the property. Please note that the right to terminate the Agreement immediately without refund or compensation on breach of this or the previous condition (6 (e));

(g) You and all members of your party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by the Owner.

(h) Any special requirements must be made known at the time of the booking. If the owners feels unable to properly accommodate the particular needs of the person concerned we reserve the right to cancel the booking.

## **7. Pets**

(a) The maximum number is one. This number must not be exceeded in any circumstances;

(b) Only normal domestic pets are accepted and these must be docile and well behaved. Any damage done by any pet must be paid for as under 6(b) above;

(c) Consent to a pet being permitted in any property is in all circumstances dependant upon the type or breed being declared on the booking form and upon there being no variations on arrival at the property. The right is reserved to terminate the hiring forthwith if there has been any material error or omission in any such declaration;

(d) Pets must not be left alone in the property at any time;

(e) Pets must not be allowed on to any bedding or soft furnishing in the property and must be provided by the hirer with their own bedding or blanket to protect the floor coverings and furnishings; The right to regulate and implement these conditions with relation to pets will vest solely in the owner.

## 8. Cancellation

a) If you have to, or wish to, cancel your booking, the party leader must telephone as soon as possible. The party leader must also immediately confirm your cancellation in writing. The day the Owner receives your telephone notification of cancellation is the date on which your booking is cancelled.

Please note: The refund provisions referred to above only apply if the cancellation applies to all members of your party. Note: All prices are for the entire property and not on an individual basis.

<b>Number of days before arrival date that notification of cancellation is received</b>	<b>Cancellation Charge</b>
More than 90 days	10% of total cost
29 – 90 days	Full Deposit
1 – 28 days	Total Cost
On arrival date or later	Total Cost

**10.** Please note Faraway must be vacated by 10.00am on the morning of departure and due to requirements for cleaning and replacing bed linen etc. Faraway is not available for occupation before 4.00pm on the date the holiday is due to start.

## 11. Law

The contract between you and the Owner is subject to English law and no other, and is formed in Earby, Lancashire, England. It is agreed that any dispute you may have with the Owner or the Owner will be dealt with by the Courts of England and Wales only unless you live in Scotland or Northern Ireland in which case proceedings may be brought in the Courts of Scotland or Northern Ireland respectively.

## 12. Your rights

Your statutory rights are not affected by anything contained within these Booking Conditions.

## 13. Booking Conditions

These Booking Conditions were updated in September.