

The Old Forge, Exford, Exmoor, TA24 7PY

Booking Terms & Conditions

'Us'/'we' refers to the owners of The Old Forge. 'Party leader' refers to the person making the booking.

1. Your booking

You are invited to book our property and take up any offers detailed. Your offer to rent the property will be accepted, subject to availability. We have the right to decline to decline any offer of a booking, prior to issue of written confirmation of booking. The party leader must be over 18 years of age at the time of booking and is responsible for ensuring that the entire party adheres to the terms and conditions of the let and is personally responsible for any damage caused to the property or its' contents. Your booking is made as a consumer and you agree that no liability can be accepted by us for any expenses, costs, losses, claims or other sums of any description that relate to any business, howsoever suffered or incurred by you. Once you have been issued with written confirmation and your remittance has cleared it is deemed that you have entered into a contract with us, which is subject to these conditions.

When you receive confirmation of your booking you should check all details carefully. If any details are incorrect you should contact us immediately.

Only the number of persons booked may occupy the property. Sub-letting or assignation of the let is strictly prohibited.

2. Your deposit & rental payments

We require a £100 refundable security deposit at the point of booking in addition to a booking deposit of 25% of the rental cost. This amount should be returned to us by cheque, payable to H Collins & Son , along with your booking form. We will then issue confirmation of your booking. The balance of the rental is payable no later than six weeks prior to arrival at The Old Forge. If you make your booking less than 6 weeks before arrival then the deposit and entire rental cost will be due prior to confirmation being sent.

Your deposit will be returned to you following the end of your holiday, providing that everything is in order and that any outstanding charges have been settled.

3. Utilities

- a. Fuel, electricity and water. Rental of our property includes consumption of fuel, electricity and water during your stay.
- b. Telephone. Our property is equipped with a telephone for use under urgent circumstances only. Should the use of the telephone be abused, we reserve the right to invoice you for any accumulated call charges or deduct said call charges from your refundable deposit.
- c. Television. Our property is equipped with freeview television.

4. Changes & cancellations

- a. **Changes by you.** If you change your booking once confirmation has been issued you only incur costs if there is a discrepancy between the rental rates of the two dates. If it is not possible to change your booking, your booking will be considered cancelled and you will be subject to the cancellation terms, below. Any request to change a booking must be made in writing by the party leader.
- b. **Cancellations by you.** Once the deposit has been made and your booking confirmation issued you have entered into a binding contract with us and you are liable for all the charges of the booking. If you have to cancel your booking, the party leader should telephone us as soon as possible and confirm the cancellation in writing. We will then endeavour to rebook the period of the cancelled booking. Should we succeed in doing so, your liability for

costs will be limited to the 25% deposit, settlement by forfeit. If we are unable to rebook the cancelled period, you will be liable for the full rental amount of the booking, even if you do not occupy the property.

- c. **Curtailment.** Should your holiday be cut short, resulting in your surrender of possession of the property sooner than agreed, we shall not be liable to pay any refund of rent to you in respect of the booking, or any costs incurred by you as a consequence of the curtailment of the holiday. We recommend that you take out adequate insurance to cover you for curtailment and cancellation.
- d. **Cancellation by us.** We do not expect to have to make changes to or cancel your booking. In the event of a problem occurring that results in change or cancellation we will contact you by phone immediately and explain the reason. If changes are not acceptable to you and the booking has to be cancelled, we will refund your payment immediately.

In order to keep any period of uncertainty to a minimum, we will communicate with you by telephone in the case of a significant change or cancellation and you are required to do the same. The Party Leader is obliged to advise us as soon as reasonably possible whether you wish to accept any changes, or alternatively whether you want a refund. In the unlikely event that the Party Leader fails to advise us of your decision to accept or decline any change we are entitled to assume you wish to cancel your booking and receive a full refund of all monies already paid. Both the party leader and we agree to confirm any such telephone conversations made to the respective party detailing the nature of the communication and any invitation, offer, acceptance or agreement.

- e. **Other issues.** We reserve the right to terminate the contract at any time or remove a person or persons from the property due to unreasonable behaviour, damage to property or causing annoyance to neighbours and the local community. In such a case, any refund would be entirely at our discretion.

5. Force majeure

Except where otherwise expressly stated in these Terms and Conditions, we shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or any failure by us to perform or properly perform any of their respective obligations to you which is due to any event/s or circumstance/s beyond reasonable control. (referred to as "force majeure" in these Terms and Conditions) By way of an example only, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the) and all similar situations. In appropriate cases (for example when your booking has been cancelled under the aforementioned and similar circumstances before your departure) we will refund to you all monies paid.

No compensation, expenses, costs or other sums of any description will be payable to you by us in any such circumstances.

6. Website details

Every effort has been made to ensure that the information provided on our website is correct at the time of your booking. This information may be changed at any time and without prior notice. You must confirm with your booking that all details are correct, including the price you are paying for the term of let.

7. Damage to property

You will be expected to leave the property in a good state of cleanliness, similar to the state in which you found it when arriving at the property and leave the property in the same state of repair as when you arrived. If, following your departure, the property is found to require more than a standard clean and additional cleaning is deemed necessary, any extra cost for cleaning will be deducted from your deposit. If, following your departure, the property or its' contents are found to be damaged, apart from any already present at the time of your arrival and general wear and tear, you will be responsible for compensating us for any remedial work or replacement of goods. Any costs will be deducted from your deposit or an invoice sent, should the amount be greater than that of the deposit.

8. Arrival, departure and keys

The keys to the property will be sent to you prior to your holiday. You may arrive at the property any time after 3pm on your due arrival date.

On departure, our housekeeper will meet you at 10am at the property to collect the keys and inspect the property. You must vacate the property at this time to allow for cleaning and linen changes for the next guests.

9. Linen and towels

We provide a set of linen for all beds within the property, which will be made up ready for your arrival. We also provide 1 bath towel and 1 hand towel for each person in your party.

10. Pets

Pets are welcome at our property. They must not, however, be allowed upstairs into the sleeping areas of the house. Animals must not sit or sleep on furniture.

11. Smoking

Smoking is prohibited within the property. We request that guests only smoke outside the property.

12. Liability

We will not be liable for any death or personal injury or loss during the term of occupation of our property, however arising. We agree to provide appropriate and adequate insurance for the property and for the nature of its uses. You must ensure that you take all necessary steps to safeguard your personal safety and possessions. Vehicles and personal property are left at your own risk.

13. Right of entry

We or our housekeeper are to be allowed access to the property at any reasonable time during the holiday occupancy, by appointment, except in the case of an emergency or if we have reasonable grounds to believe that there is or has been a breach of these terms and conditions.

14. Privacy and data protection

In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements, we need to retain and use the information you provide, such as name, address, special requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We will not pass on any of your information to third parties at any time.

We will hold your information, where collected by us, and may use it to inform you of offers in the future. If you do not wish to receive information and offers in the future, please write to us to inform us of this.

15. Your rights

Your statutory rights are not affected by anything contained within these terms and conditions.