

Booking Conditions

Reservations are accepted by Fairhaven Holiday Cottages (FHC) on behalf of owners only on the conditions shown on the Booking Form together with the following booking conditions ("the Booking Conditions");

1. Letting Contract

Fairhaven Holiday Cottages (FHC) acts entirely as Booking Agents for the owners of all the properties offered and contracts accepted by FHC shall be between the Person signing the Booking Form (The Applicant) and the owner of the property for whom the booking is made (The Owner).

2. Liability of Responsible Applicant

The Applicant certifies that he or she is authorised to sign the Booking Form on behalf of all persons who will occupy the property during the period for which he has booked it and that they are all, apart from infants, aware of the Booking Conditions. The brochure description of each property clearly indicates the maximum number of guests who may occupy it and the surrounding grounds. Exceeding this number constitutes a breach of contract and the Owner of the property has the right to terminate the booking forthwith and all monies paid by the applicant will be forfeit.

3. Confirmation of Booking

No booking will be accepted by FHC unless a Booking Form has been filled in by the Applicant and accepted by FHC on behalf of the Owner. All Contracts will be deemed to have been made in England and are in accordance with and subject to English Law.

4. Extras

Extras are charged by certain owners as indicated in the descriptions of the properties concerned. When booking these properties the Applicant accepts the owners right to charge these extras either directly or through FHC as specified in the details. Specific amounts chargeable are advised in the brochure, on the website and/or on the 'Key Details and Directions' advice or can be obtained by contacting FHC's office.

5. Cancellation

a) In the event of a holiday being cancelled or curtailed due to certain defined causes the Applicant may be entitled to compensation of monies already paid subject to the Terms and Conditions relevant to the party less the sum of twenty pounds (£20) per week of the booking for UK residents and sixty pounds (£60) for non UK residents. For full Terms and Conditions please refer to our website or contact the office on 01208 821 255.

b) All cancellations which are not covered under this arrangement must also be sent to FHC in writing. The Applicant still remains liable for the final payment on the due date (56 days prior to the date of the booking) and failure to make such payment in full at the time will be treated as a Breach of Contract. On receiving the cancellation FHC will offer the holiday again at a price which in its experience is most likely to result in the holiday period being re-let. If this is achieved the Applicant will be refunded with all the monies paid less twenty pounds (£20) per booking week and any losses incurred in re-letting the property including loss of rental.

6. Balance Payments

Final Payments set out in the Booking Form are due eight weeks (56 days) before a holiday commences. If the final amount is not paid on the due date FHC will then advise the Applicant by Recorded Delivery at the address given by the Applicant on the Booking Form that his booking is cancelled and his initial payment is forfeit and that he remains liable for the full amount of the final payment. Without further delay FHC will then offer the holiday once more at whatever price it feels appropriate. In the event of a re-let repayment shall be paid to the Applicant after deduction of any difference in the rental received on re-letting together with any reasonable administrative or professional costs incurred in connection with such re-letting.

7. VAT

Value Added Tax is included in the Rental figures shown. It has been levied at the rate appropriate at the time of booking for payment on the due date. If changes occur in VAT levels Rentals will be amended accordingly and Applicants who have already made bookings which are affected by the change will be credited or debited with the appropriate amount.

8. Pets

Pets are allowed in certain properties and these are indicated in the brochure and on the website. They are accepted subject to their owner accepting liability for any damage they may do and on the condition that they will not be left unattended in the property. Pets are not permitted in the bedrooms or on the furniture and FHC nor the Owners can accept responsibility for their safety. Pet owners are expected to bring suitable bedding for their animals. Pet charges are per week and vary from property to property as detailed in the brochure and website. Any Applicant who takes a pet into the property without permission or without notifying FHC in writing or on the Booking Form is in Breach of Contract and the owner of the property has the right to terminate his booking forthwith and to retain all monies paid by the Applicant.

9. Duration & times of rental

Properties are available from 4.00pm on the "holiday start" day until 10.00am on the "holiday finish" day. These times must be strictly adhered to except by special arrangement with the owner or his key holder, whose address is shown on the Key Details and Directions Form sent with FHC's balance/full payment remittance. No member of FHC's staff may agree to such a change.

10. Complaints

In spite of the care and precautions taken it is possible that Applicants could have grounds for complaint about the property they have chosen. Any complaint must be taken up immediately in full with the key holder or the owner. The function of FHC is to provide a service letting holiday properties. It is not a party to the

Contract between the Owner and the Applicant and performs its functions entirely as a Booking Agent. However, if the applicant, having contacted the owner or their representative, is still not satisfied, they should contact FHC to ask it to take such reasonable steps as it is able to in an endeavour to put the matter right. In the event that disputes cannot be resolved FHC reserves the right to refer the matter to the relevant local Tourist Board whose decision shall be final and binding.

11. Heating & Electricity Charges

Central heating is not installed except where clearly indicated. All electricity is supplied through pre-payment meters, meter reading or included in the rental. All owners undertake to supply electricity at the price charged by their suppliers and gas is supplied on a similar basis.

12. Property Representation

Whilst representations both verbal and visual contained in the brochure and on the website and in other advertising matter are made in good faith and carefully scrutinised and agreed with the Owners, neither they nor any oral representations made by any employee of FHC form part of the Contract. The Agent gives no warranty as to the state and/or condition of the Cottage and shall be under no liability in respect thereof nor shall the Agent be liable for any act or neglect or default on the part of the Owner or for any loss, damage, expense, accident, injury or inconvenience whether to persons or to property which the Tenant, any other member of his party or any other person may suffer or sustain arising out of or in respect of the reservation or the tenancy or otherwise howsoever caused.

13. Alterations to Booking Form & Conditions

No Owner or member of the staff or servant of FHC has the right to modify FHC's Booking Form or "Booking Conditions" or to make any representation or undertake any liability on behalf of FHC except an authorised representative of FHC (Chief Executive) and then only in writing.

14. Previous Brochures

The current Brochure and these Booking Conditions replace and supersede all previous Brochures and Booking Conditions.

15. Users Risk

The use of the amenities provided by the Owners such as swimming pools, swings, rowing boats, trampolines, etc., is entirely at users risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of persons who use them save as provided in paragraph 16b below.

16. Liability

a) If the property should not be available owing to damage by fire or storm or for any reason outside the control of the Owner or FHC or for any reason the Owner is not able to comply with this agreement the Owner shall refund to the Applicant through FHC the full amount of the monies paid to FHC and the Owners and FHC's liability is limited to the refunding of such monies.

b) The Agents are not liable for cancellation of any letting, delay or the failure to provide facilities or for the failure to provide accommodation howsoever the same may arise. The Agents are not liable in the event of any alteration or change of any kind made by the Owner following the confirmation of any reservation by the Agents on behalf of the Owner. Except in respect of death or personal injury caused by the negligence of FHC or the Owner and their respective servants and save to the extent provided in clause 16a neither FHC nor the owner, will be liable for any accident, damage, direct or consequential loss, injury, expense or inconvenience whether to person or property which the Applicant or any other person may suffer arising out of, or in any way connected with the letting howsoever caused.

17. Overseas Bookings

Overseas Guests may pay in Sterling cheque drawn on a UK bank, Mastercard, Visa, Maestro or by interbank transfer. Any charges for payments from overseas will be passed on to the Guest.

18. Breakages and Damage

Upon the grant of tenancy the Tenant has the right to quietly use and enjoy the Cottage for the agreed period. The Tenant agrees to keep the Cottage and all furniture, fittings and effects in or on the property in the same state of repair and condition as the same are in at the commencement of the letting (reasonable wear and tear excepted) and shall replace any breakages with similar articles of at least equal value or pay for replacement.

19. Tenancy Agreement

The Agent acting only as Agent for and on behalf of the Owner hereby notifies you, the proposed Tenant, that under The Housing Act, 1988 the Cottage was at some time within the period of twelve months ending on the date of the Tenancy Agreement occupied under a right to occupy it for a holiday and accordingly possession may be recovered by or on behalf of the Owners under Case 3 of Part 1 of Schedule 2 to that Act.

20. Cleanliness

The Applicant is responsible for ensuring the property is left clean and tidy at the end of the holiday.

21. Bed linen and Towels

Bed linen and towels are not provided unless offered in the Brochure. In some cases these items may be included in the basic price. In other cases they may have to be ordered separately in the reservation form and charged as an extra or payment made directly to the owner on arrival. Where bed linen and/or towels are not being supplied please bring your own sheets, duvet covers, pillow cases, towels, tea towels etc.