

Booking Terms and Conditions Nannerth Country Holidays 28.12.22

1. THE CONTRACT

The Contract for a short-term holiday rental will be between Nannerth Country Holidays (referred to as Nannerth Country Holidays or We and the person making the booking and all members of the holiday party (referred to as “the Customer, the Guest or Your or You”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is effective only once the deposit has been received and a booking confirmation sent to the Customer. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival We must be provided with a list containing the names, ages, postcodes and contact details of all Guests.

2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of 33% of the booking cost and when a booking confirmation email has been sent to the customer by Nannerth Country Holidays. The deposit must be paid within 3 days of booking being placed. The balance of the rental will be due for payment 56 days prior to the booking commencement date.

3. CANCELLATION

For bookings placed post January 8th 2021 or bookings which were made using a voucher from a previously cancelled booking, these Terms and Conditions apply to cancellations.

Cancellations eligible for refund:

- a.** If your booking has to be cancelled because Nannerth Country Holidays is put under Government Restrictions and has to close and the period of closure covers your booking the monies you have paid to Nannerth Country Holidays will be refunded in full.
- b.** In the event that the area in which your given address is located is put into local or regional lockdown, rendering you unable to travel, and the period of restriction covers your booking the monies paid to Nannerth Country Holidays will be refunded in full.
- c.** If your booking has to be cancelled because Nannerth Country Holidays has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers your booking, the monies paid to Nannerth Country Holidays will be refunded in full.

Cancellations not eligible for refund unless property is relet:

- a.** Customer inability (or the inability of any, some or all of your intended party) or disinclination to travel to and stay at Nannerth Country Holidays for any reason:

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.

- b.** Cancellations must be notified to Nannerth Country Holidays by phone and email and once received in writing we will confirm the cancellation request.

c. Nannerth Country Holidays will apply the scale shown in the table below to all bookings, to determine the amount of the charge, which shall be a percentage of the total cost of the holiday.

| <u>Number of days before the start of holiday that notification of cancellation is received</u> | <u>The percentage of total booking value payable by the Customer</u> |
|---|--|
| More than 56 days | 20% of the booking cost |
| 43 to 56 days | 40% of the booking cost |
| 29 – 42 days | 60% of the booking cost |
| 15 – 28 days | 80% of the booking cost |
| 0 – 14 days | 100% of the booking cost |

The effective date of cancellation is when written notification is received by Nannerth Country Holidays. Any amounts due for refunding will be made within 14 Days.

d. On receipt of the cancellation, the above table states the amount that the Customer remains liable for at that point in time. Nannerth Country Holidays will then endeavour to obtain a replacement booking. In the event that Nannerth Country Holidays is successful in obtaining a replacement booking, We will refund to the Customer the total amount paid by the Customer for the booking less a 5% admin fee and less the difference in price between the Customers' booking and the replacement booking if one is made. For example: A £1000 booking, fully paid, cancelled and relet for £900, means that the original Customer will be refunded as follows, £1000 – 5% admin fee equals £950, – £100 rebooking shortfall, = Refund of £850.

e. It is the responsibility of the Customer to obtain suitable travel insurance for themselves and their party to cover the booking. Nannerth Country Holidays strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays. Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party. There are several options which include cover for Covid related cancellations available from travel companies and organisations.

4. PERIOD OF HIRE

You should not arrive before 4pm arrival day, and leave by 9am on the day of departure. These times are subject to change in the event of requirements to sanitise properties between guest bookings. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

5. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. Any persons other than members of your party must not use the facilities at Nannerth Country Holidays unless we have given prior consent in writing.

6. LIABILITY

Nannerth Country Holidays, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

7. CARE OF THE PROPERTY

You are responsible for the property during your stay and are expected to take all reasonable care of its furniture, fittings and effects, in or on the property. You must leave the property and contents in the same state of repair, and in a reasonably clean and tidy condition at the end of the rental period. You must recycle and dispose of rubbish as requested in the information folder. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the properties. Any damages will have to be paid for in full within seven days of notification. In the case of group bookings a damage/cleaning deposit may be required. This will be refunded in full when the condition of the property has been looked at and is satisfactory.

8. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs should the property be left in a poor or dirty state.

9. WIFI

Free Wi-Fi is provided for guests' reasonable use. Guests agree to reasonable and lawful usage of this service. The speed of the service may be variable and streaming is not possible. 4G is available, so most phones may be used for access to the internet.

10. RIGHT OF ENTRY

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

11. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, please tell us immediately to give us the chance to resolve it. We value your custom and want you to return.

12. SAFETY

Guests understand they will be staying on a working farm. Guests agree to read and comply with the safety information provided in each holiday property and on any signs and notices throughout the farm. Children must be supervised at all times by a responsible adult who will ensure that children comply with the safety information.

13: ELECTRIC AND HYBRID VEHICLE CHARGING

Car charging from your holiday cottage using the domestic supply is not permitted. This could invalidate our insurance and might cause a fire.

14. PETS

We welcome dogs, which have to be accommodated in our purpose built dogstay cabin and are not allowed in the holiday properties. Dogs must be booked in via our booking form and paid for in advance. (£25.00 per stay per dog). Dogs must be kept on a lead while out and about on the farm as livestock and wildlife can easily be harmed or terrified if dogs run free. You will be provided with more information and a booking form if you wish to book your dog into the cabin. You remain responsible for the wellbeing and welfare of your dog/s at all times.