**Moorside Farm Holiday Cottage Terms and Conditions

Coronavirus 2022 – 2023**

**Book with confidence:** If a government lockdown or strict tier restriction preventing travel legally prevents you from taking up your holiday; we will offer you the chance to postpone your holiday to a later date or offer you a refund. In all other circumstances our general terms and conditions that follow remain in place:

**General**

This is a legally binding contract between Moorside Farm Holiday Cottage and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Moorside Farm Holiday Cottage.

**Bookings**

A booking deposit is payable within 24 hours of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage/cleaning deposit (payable on all group bookings), is payable not less than 8 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking.

**Cancellation by the Holidaymaker

Your contract with us is a contract for the provision of holiday accommodation on a specific date or dates and this means you do not have a statutory right to change your mind and cancel the contract.**

We do, however, offer you the right to cancel your contract subject to the following conditions:

1. If you wish to cancel a confirmed booking you must let us know by email as soon as possible. Cancellation of the booking by the holidaymaker should be made to enquiries@moorsidefarm.co.uk
2. Your booking will be cancelled with effect from the day we receive your email and will be subject to the cancellation charges set out below.

 **Number of days prior to booking start date Cancellation charge**

* Up to 56 days full deposit
* 56 days or less 100% of total cost

**We strongly advise that you take out appropriate travel insurance for all members of your party.** This should ideally cover illness, injury, and holiday cancellation insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.  In the event of a cancellation, we will attempt to re-let the property and if successful, we will refund your payment less your deposit.  However, we strongly recommend you take out holiday cancellation insurance.

**Cancellation by the Property Owner**

We don't expect to have to make changes to your booking. The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes unavailable due to it being necessary to perform or complete essential remedial or refurbishment works, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

**Cancellation due to events beyond our control**

We will not be legally responsible or have any liability to you for any failure to perform our obligations under these terms and conditions that is caused by an event outside of our control. The inability or delay in carrying out these responsibilities will not be treated as a breach of these booking conditions. This means an event that we could not, even with all due care, avoid, including but not limited to:

* natural disaster
* acts of terrorism, war, riot, or civil commotion
* malicious damage
* keeping to any law or government order, rule, regulation, or direction
* significant risk to human health such as an outbreak of a serious disease or pandemic
* breakdown of equipment or machinery
* insolvency or bankruptcy of owner
* fire, flood, snow, or storm
* strike, lock-out or labour dispute
* failure of public or private telecommunications networks
* failure of public or private utilities

**Miscellaneous**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made, and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.
The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.
The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

**Visitor standards and behaviour**

1. You will be provided with a welcome folder at your accommodation that includes important information about your stay.  Please ensure that you and your party read the folder carefully on arrival.
2. You must ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.
3. You must not use the accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal, or immoral activities.
4. You must not cause any nuisance or annoyance to any neighbours during your stay.
5. Smoking is not allowed in any part of the accommodation.  Please note smoking includes use of vapours and/or e-cigarettes.
6. Smoking is not allowed in any shared areas, gardens or patio areas.
7. You and your party must not use candles, fireworks, or Chinese lanterns at your accommodation.

**Number of Guests**

The maximum number of people entitled to stay at this property is 8 only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub-letting or assignation of the let is prohibited.

1. For purposes of occupancy limits a child over the age of 2 is considered an occupant.
2. You must not bring additional camp beds to the accommodation or allow tents, caravans, campervans or motorhomes at the accommodation.

**Dogs**

2 small/medium sized dogs over the age of 1 year are allowed. All dogs must be house trained, and the number and type of dogs must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Dogs must not be left unaccompanied in the property at any time and must not be allowed upstairs, on the beds or furniture. The holidaymaker shall be liable for all damage caused by his/her dogs belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a dog during their stay.

**Arrival and Departure Time**

Every effort will be made to have the property available from the agreed time on the booking agreement on the day of arrival. The property must be vacated by the agreed departure time on the day of departure. Late departure will result in an additional charge being made.

 Information about keys and how to collect them will be provided once full payment has been received.

**Liability**

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

**Cleaning**

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

**Breakages**

If you discover that anything is missing or damaged on arrival at your accommodation you must notify the owner immediately.

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure.

The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

**Return of Breakage/Cleaning Deposit**

A breakage/cleaning deposit is always charged on bookings of the cottage.
Your breakage/cleaning deposit, minus any deductions, will be returned to you within 1 week of the departure.

**Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.
The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.