

Chatsworth Holiday Lettings – Booking Conditions

The following Booking Conditions together with the general information contained in our brochure and website form the basis of your agreement with S P Nicholson, trading as Chatsworth Holiday Lettings (“**we/us**”).

1. Booking

All bookings are subject to availability and subject to acceptance by us. Subject to availability and acceptance by us and receipt of your Initial Payment and Security Deposit (see paragraph 3 below), you will be issued with a written Confirmation of Booking as soon as reasonably possible showing your booking details and the balance of payment due. Your binding contract comes into existence at this point. For bookings made 14 days or less prior to the letting start date, a binding contract comes into existence when we give you verbal confirmation of your booking and you have made the payment due. We will provide you with your written confirmation either by post or email. Please check the details carefully as soon as you receive your written confirmation. If you or any member of your party has any medical problem or disability that may affect your visit, please tell us before you confirm your booking and we will then discuss with you whether we can reasonably accommodate your needs.

2. The Price

The price of the holiday letting includes only the accommodation, the provision of (if requested) cot, highchair and baby bath, as well as reasonable cleaning at the end of the stay, and all taxes payable including UK VAT. Bedding and towels are charged separately, as shown on the booking form. It does not include any travel or related costs, or any insurance eg travel, holiday protection or personal injury insurance. We strongly advise that you arrange comprehensive insurance prior to your visit.

3. Payment

When you place your booking you will be required to pay (i) an Initial Payment of 25% of the total cost of the letting; plus (ii) a Security Deposit of £100. The Security Deposit will be retained until 7 days after the end of the letting period at which time it will be returned provided that the property has been left in the condition it was found and that no damage has been done to the property, fixtures and fittings or contents. The remaining 75% of the cost of the letting must be received by us no later than 8 weeks before the date the letting is to commence and you will be sent an invoice approximately 10 weeks prior to the letting start date. However, if you book less than 8 weeks before the start of the letting, the cost of the letting must be paid in full at the time of booking. Payment must be made by cheque to S P Nicholson and funds must be cleared before we will process your booking.

If any payment due in relation to your booking is not paid by the due date, then we shall be entitled to assume that you wish to cancel your booking, and we will be entitled to retain any sums paid up to that point.

4. Cancellation

If you cancel your letting 8 weeks or more prior to the start of the letting, we will retain your Initial Payment but your Security Deposit will be returned and you will not be liable for any further payment. If you cancel less than 8 weeks prior to the start of the letting, you will not be entitled to any refunds. If you wish to cancel you must do so in writing.

5. The property

Unless we advise you otherwise, you can arrive at the property after 4pm on the first day of the letting and you must leave no later than 10am on the last day. You must contact the Caretakers whose details are given in your Confirmation of Booking a few days prior to the start of the letting in order to make arrangements to collect the keys. If your arrival will be delayed beyond 9pm on the start date, you must let the Caretakers know so that alternative arrangements can be made. If you fail to arrive by 12 noon on the day after the start date of your holiday rental and you do not advise the person whose details are given on the location guide of your late arrival, your booking may be treated as having been cancelled by you.

Occupation of the property is permitted only for those members of the party named on your Confirmation of Booking. If you want to change any members of your party, you must contact us in advance and get our approval. You and all members of your party agree both to keep the property clean and tidy and to leave the property in the same condition as you found it upon your arrival. You must also comply with the instructions set out in the House Manual.

The Caretakers are entitled at their sole and absolute discretion to refuse to hand over to you, or to repossess, the property if we reasonably believe that any damage is likely to be caused, had been caused or is being caused by you or any member of your party. These circumstances will be treated as a cancellation by you.

If you bring your pet with you, it is not allowed upstairs or on any furniture. Please do not leave pets unattended at any time in the property, and dogs should be kept on a lead within the boundaries of the property, including the garden. Customers with allergies should be aware that we are unfortunately not able to accept any liability for any suffering or discomfort with may occur as a result of such animals having been present.

You must allow access for us or any of our suppliers, contractors or representatives at any reasonable time during your stay.

6. Liability

We ask you to please take care of the property during your stay. You will be liable to reimburse us for any damage done to the property, the fixtures and fittings or the contents, together with any related costs including the cost of recovering such sums from you. You must take all necessary steps to safeguard your personal property and any liability which you may incur to others during the course of your stay.

We do not accept any liability in respect of any damage to, or loss of, your personal property (except where caused by our negligence or that of any of our representatives). We do not accept liability for any death or personal injury unless this results from our negligence or that of any of our representatives.

7. Events outside our control

We regret that we cannot accept any liability if we cannot perform any of our obligations to you because of an event which is beyond our reasonable control, including but not limited to strike, act of God, malicious damage, compliance with a law or governmental order.

8. Data Protection

In order to process your booking we need to collect certain personal details from you, for example names and addresses of party members, payment details. We also need to process and store your personal details for administration, market analyses and operational reviews. We would also like to store and use your personal details for future marketing purposes (for example, sending you brochures). We will keep all the details you give us but only names and contact details will be used for marketing purposes.

9. Law

Our contract with you and any related dealings shall be governed by and construed in accordance with English law and any dispute, claim or other matter which may arise shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

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