

# Booking Conditions

These booking conditions contain important information and set out contractual terms and conditions which apply to the booking you make with Jean Bartlett Cottage Holidays. These booking conditions include some exclusions and limitations of liability and it is therefore important that you read them carefully.

## 1. General

Jean Bartlett Cottage Holidays acts only as a letting agent for the Property Owner and is referred to in this agreement as the Agent. Once the holiday confirmation has been issued the contract is between the Property Owner and the holiday maker who is referred to in this agreement as the Hirer. The name and address of the Property Owner can be provided.

## 2. Brochure Information

We take every care to ensure the accuracy of the information contained in this brochure. All information is given in good faith and is believed to be correct at the time of printing. The Hirer must accept that minor differences may arise between photographs and the actual property. All distances given are approximate. Occasionally, 'force majeure' or problems outside our control and that of the Property Owner may arise which will mean that some facilities or services become unavailable. If this situation should arise, we will contact you as soon as is reasonably practical. Similarly, we cannot accept responsibility for any changes or closures to local amenities mentioned on the website or by our representatives or advertised elsewhere. **It is also the responsibility of the Hirer to make any specific requirements/needs known at the time of booking and to ensure that the holiday property selected is suitable for their own needs.**

## 3. Payment

Once a booking is confirmed, the Hirer, is responsible for the total cost of the holiday shown on the invoice. The balance is due to be paid 8 weeks prior to the start of the holiday. If a booking is made less than 8 weeks before arrival, the full cost of the holiday is due. **We do not send reminders – the balance due date is detailed on your Booking Confirmation Statement.**

The owners of certain properties will require a refundable security deposit to be paid prior to the commencement of any booking. Any security deposit will be refunded within 14 days subject to a satisfactory property check.

## 4. Cancellation by You

If you wish to cancel your holiday, you should notify us in writing immediately. In the event of your cancelling we will endeavour to re-let the property, however, you should note that you will remain liable for payment of the full amount shown, although we will give you credit for any rents received as a result of re-letting less the expenses we have incurred in doing so.

You should note that in the event of your cancellation it is not always possible to re-let the property. If we are not able to do so you will be liable to pay the cost of the booking in full. We operate a cancellation Plan at no extra charge to yourselves, details of which are given under the heading Cancellation Plan below. Where a cancellation is covered by the plan, full repayment will be made less £50

## 5. Cancellation by Us

We accept all bookings in good faith on behalf of the Property Owner. In the event that we, for any reason, have to make alterations to your accommodation, we will endeavour to offer you accommodation of a comparable standard and price. If the only alternative property is of a higher price, we reserve the right to charge the difference. If you decline to accept the alternate accommodation for whatever reason, the limit of our liability will be a full refund of the amount you have paid to us.

## 6. Alterations by You

Alterations of a confirmed holiday booking cannot usually be made. However, occasionally we can change a holiday week. **Any amendments will be charged at £30 to cover our costs. Any duplicate invoices will be charged at £10.**

## 7. Hirers Obligation

Under the terms of this agreement, the Hirer agrees:

- i) To pay for all fuel and telephone charges where levied during this hire period
- ii) To pay for any damage however caused, excluding reasonable wear and tear.
- iii) **To take good care of the property and leave it in a clean and tidy condition. If the property is left excessively dirty or untidy a £40 cleaning surcharge will be payable within 7 days of departure and the Agent/Owner reserves the right to disqualify the Hirer from making any future booking with the agent.**
- iv) Not to allow the property to be occupied by more than the maximum number of persons stated in the brochure.

Where pets are permitted, but not declared, the Hirer will pay the appropriate pet fee and will reimburse the property owner for any unpaid pet consent fees, costs, damages and other losses incurred as a result of the pet's stay.

v) **Not to allow pets to be left in the property unattended at any time.**

vi) Not to cause nuisance or annoyance.

vi) The Owner and Agent are allowed reasonable access to the property and its garden at all times and in the case of an emergency where the Owner/Agent may enter without prior notice.

Vii) To authorise the Agent to deduct sums from the Hirer's debit/credit card as payment for damages, fuel or additional cleaning not declared at time or on the Hirer's departure in accordance with clause i, ii and iii above.

## 8. Party Booking

The person named as head of the party on the Booking Form will be responsible for all members of the party and will ensure that they are fully aware of and comply with these Booking Conditions. If the conditions are not complied with, the Owner/Agent can refuse right of entry and in this situation no monies will be refunded. Bookings will not be accepted from persons under 18 years of age or from all male or all female parties in excess of two without the specific agreement from the Owner. Bookings are usually non-transferable and any changes to guest details must be agreed by the Agent in advance. **The number of persons occupying the property must strictly never exceed the number stated in the brochure description unless otherwise agreed by the owner in advance in writing. Persons include infants.**

## 9. Pets

Pets are only permitted at properties with our prior consent or that of the Owners. Charges are made for pets and these are specified on the Booking Form. If a property contains a description which states no pets are permitted, you should be aware that this description does not guarantee that there have been no pets at the property on any earlier occasion. Pets must never be left unattended in the property, are not allowed on beds or furniture. Any fouling of lawns etc. must be cleared up without delay. Dog owners must ensure that their pets are free from parasites and fleas before they occupy the property. Failure to do so will incur substantial charges.

## 10. WiFi

Please note that internet access, where offered in any particular property, is intended for recreational purposes only and is not meant for business use. Speed/service may vary depending on the package obtained by the Owner. Should guests experience difficulties or loss of use, neither the Owner nor the Agent will be held responsible in any way.

## 11. Personal Possessions

Hirers' personal possessions may not be insured at the holiday properties under the Owners household insurance. Hirers should check their own personal insurance provision in this regard. The Agent strongly advises that Hirers should take out their own insurance provision in case they or a member of their party damages the property in any way and the Owner wishes to be recompensed for said damage.

## 12. Complaints

Whilst every care is taken to ensure complete satisfaction with your holiday accommodation, in the unhappy event of your having cause for complaint, all complaints must be notified to the Agents as soon as possible as we must be given the chance to rectify the situation. You can contact us on 01297 23221 (office hours) or on the number displayed on our office door (restricted hours only). Failure to notify us at the earliest opportunity may hamper our investigations and delay may reduce or extinguish any claim you have. In no circumstances will compensation be made, or correspondence be entered into in connection with complaints raised after the property has been vacated. No complaint can be entertained at the end of the holiday or after the Hirer has returned home.

## 13. Provisional Reservations

Provisional reservations can be accepted by telephone but must be confirmed within five working days by the arrival of a deposit equal to one third of the total rental. Provisional reservations will automatically be cancelled after the five days has expired without further reference to you.

## 14. Overseas Bookings

Payment for overseas bookings can be made by credit card or by direct bank transfer to our account. The Remitter to pay all bank charges.

## 15. Alteration of Prices

We reserve the right to amend the prices quoted in the brochure/website due to error, omission, changes in the VAT rate or seasonal promotions.

## 16. Time of Letting

The accommodation is available between 3.00pm and 5.00pm on arrival day and must be vacated by 10.00 am on departure day. These times differ at some properties – please refer to your Holiday Statement. **During high season/school holidays, the Hirer must notify the Agents if their arrival time is likely to be later than 5.00pm when the office closes so that late key collection arrangements can be made. During the quiet season, office opening times differ and we will advise you of any specific key collection arrangements.**

## 17. Liability

Neither the property owner nor ourselves as Agents, other than resulting from negligence, shall be responsible for any injury, damage or loss of whatsoever nature suffered by the Hirer or any members of the Hirer's party or any other person lawfully upon the property during the holiday occupancy (including pets, vehicles and contents).

## 18. Contract

This contract is made on the terms of these booking conditions and is deemed to be made at Jean Bartlett Cottage Holidays, Fore Street, Beer, Devon. This contract will be governed by English law subject to the exclusive jurisdiction of the English Courts. If any booking conditions are found to be invalid or unenforceable then the remainder will not be affected.

## 19. Previous Brochures

This brochure and these booking conditions supersede and cancel all previous issues.

## Cancellation Plan – Applicable to all bookings

No extra charge is made for this plan

The cancellation Plan is operated by Jean Bartlett Cottage Holidays whose decision is final. Jean Bartlett Cottage Holidays must be telephoned immediately if you become aware that you cannot take your holiday. All cancellations must be notified in writing within four working days of telephoning us with details of your cancellation, giving full details of the reason for cancellation together with a doctor's letter or other supporting documents as required. Where a cancellation is covered by the plan, full repayment will be made less £50. For comprehensive cover we recommend taking out your own insurance.

## Cover

- Death or serious injury to any member of the party
- Jury service of any member of the party
- Posting of any member of the party in the armed services

## Exclusions

- Pregnancy
- Death/injury/illness as a consequence of a condition known or occurring prior to booking
- Any member of the party (or relative causing the cancellation) aged 70 years or over at the time of travel
- Government regulations
- Strikes
- War
- Terrorist activity
- Revolution
- Domestic disputes
- Bad weather
- Disinclination to travel
- Change of employment
- Changes to leave by the employer
- Pre-existing medical conditions

Claims of any nature relating to or connected with pandemic or epidemic illnesses or diseases (e.g. bird flu, foot and mouth disease). Restrictions on travel or activities due to government or other advice relating to the containment of pandemic or epidemic diseases or other reasons of national interest.

## Any claim for which the claimant is covered by an insurance policy.

In the event of a cancellation not being covered by the plan, Jean Bartlett Cottage Holidays will use their best endeavours to re-book the holiday on your behalf and will refund the amount paid less £50 and any discount given to sell the holiday. Any such refund will not be paid until after the end of the holiday date.

**Retrospective claims will not be entertained.** If you require comprehensive medical/cancellation cover, please request details.

**The cancellation plan is not a personal travel insurance policy and we strongly recommend that you take out full personal travel insurance.**

# Booking Form

Jean Bartlett Cottage Holidays,  
The Old Dairy, Fore Street, Beer, Devon EX12 3JA

Booking reference number:

PROPERTY: .....

DATES: FROM - TO .....

## Head of party

(Mr/Mrs/Ms/Miss): .....

Address: .....

..... Post code:

Daytime telephone (inc STD code): .....

Evening telephone (inc STD code): .....

Mobile: .....

Email: .....

Car registration numbers (for all vehicles parked at property): .....

## Full names of all members of party

1) .....

2) .....

3) .....

4) .....

5) .....

6) .....

7) .....

8) .....

9) .....

## Numbers of party

Senior citizens (70+): .....

Adults (18+): .....

Teenagers (13-19 years): .....

Children (2-12 years): .....

Babies (Under 2 years): .....

Total no in party: .....

*(Total must not exceed number of bedspaces as stated on property brochure description)*

## Cost of accommodation

*(Includes booking fee & cancellation plan)*

1st week	£	
2nd week	£	
3rd week	£	
Pets @ £21 Each per week	£	(State breed)
Deposit payable (1/3 total above)	£	
Total enclosed	£	

*(Cheques payable to 'Jean Bartlett Cottage Holidays'. Holidays booked within one week of arrival date are payable by credit/debit card/cash only).*

**Cleared funds must be accepted before holiday commences.**

## Equipment Hire (For properties that do not supply linen)

*(Please tick requirements. You will be invoiced for all hire items on your Statement of Account. Please do not add hire items to late bookings in high season without prior agreement).*

Travel cot @ £15 per week (linen not included)	£
Highchair @ £10 per week	£
Stair gate @ £10 per week	£
Wind break @ £20 per week	£
<b>Linen</b>	
@ £22 per king size bed per booking* (duvet cover, sheet, 4 pillowcases)	£
@ £17 per double bed per booking* (duvet cover, sheet, 4 pillowcases)	£
@ £14 per single bed per booking* (duvet cover, sheet, 2 pillowcases)	£
Towels @ £10 per set - 1 hand, 1 bath	£
<b>*This is the cost of hiring only. If you would like beds made up there will be a charge of £3 per bed.</b>	<b>Total of Hire Charges</b> £

**The cancellation plan is not a personal travel insurance policy and we strongly recommend that you take out full personal travel insurance.**

## Declaration

I have read the Booking Conditions and agree on behalf of all members of my party to abide by these conditions. I understand the balance must be paid at least 56 days before the holiday is due to start. Reminders are not sent. I am over 18 years of age.

Signed: ..... Date: .....

We would like to keep you updated with special offers, prize draws and other promotional activity. Please tick here if you do not wish to receive e-mails from Jean Bartlett Cottage Holidays.