

Old Hay Barn

Luxury Holiday Cottage
Dean Lane, Hepworth, Holmfirth, HD9 1RL

- 1.** Definitions: where mentioned below '**Guests**' means the person making the holiday booking and all members of his or her party. '**The Owner**' means the owner of the accommodation let to the Guest. The Guest must be 18 years of age or over when the booking is made.
- 2.** All lettings are solely for the purpose of conferring on the Guest the right to occupy the accommodation for the purpose of the holiday.
- 3.** All holiday lettings will begin at 3.00pm on the day of arrival and end at 10.00am on the day of departure.
- 4.** The property and its related facilities must be left in a clean and tidy condition. All breakages must be reported to the Owner and paid for. All guests are equally and severally liable for any damages.
- 5.** The Owner shall not be liable in respect of claims that the Guest may have for death or any personal injury however caused or sustained by the Guest, unless it results from the Owner's act or omission, and the loss or damage to his/her belongings which are on the premises of the Owner.
- 6.** The Owner reserves the right to enter the accommodation at any time during the period of the letting. Wherever possible, Guests will be advised of the need to enter premises.
- 7.** The Owner reserves the right to refuse accommodation or to repossess the accommodation if they reasonably believe that any damage is likely to be caused by you or your party or can repossess the accommodation if damage has been caused. These circumstances will be treated as a cancellation by the Guest.
- 8.** In the unlikely event that the accommodation already booked should subsequently become unavailable due to circumstances beyond the control of the Owner every effort will be made to find suitable alternative accommodation. Should this not be possible all monies paid by the Guest will be refunded immediately but the Owner shall not be liable in any circumstances to make any payment in excess of those monies.
- 9.** The deposit, 20% of the cost of the holiday, is payable within 48 hours of the booking being made and the balance will become payable at least six weeks prior to the date of commencement of the letting. Monies paid under the terms of this clause are not refunded by the Owner and will be forfeited if the Guest cannot take up the booking made for any reason whatsoever. However, the Owner recognises that in some cases of cancellation notwithstanding that there is no legal obligation to do so, the Owner will use its best endeavours to re-let the accommodation for the period of the booking and if successful the Owner will refund the monies paid to the Guest less £50.00 in respect of the additional expense in connection with the re-letting and less any difference between the original price and the re-let price. No

refund will be given if the Guest cannot for whatever reason arrive at the property as booked. You are strongly advised to take out holiday cancellation insurance to cover all eventualities, including the weather.

10. Where a booking is made within six weeks of taking up the let the full amount is payable.

11. The number and names of persons stated on the particulars supplied as being allowed to occupy and use the accommodation and facilities selected by the Guest is the total number. Sub-letting is not permitted, the names of all the guests who will be occupying the accommodation must be provided, on request, to the owners.

13. Two dogs are permitted at no extra charge and must be stated on the particulars supplied. Dogs are not allowed on the furniture or upstairs and **MUST** be kept on a lead when directly outside the accommodation.

14. The Hot Tub is for the use of Guests named on the booking particulars only and any Guest using the Hot Tub must be at least 6 years of age and able to hold their head above the water. You, as Guests, must read and adhere to the 'Hot Tub Health & Safety Rules' provided in the 'Welcome Information'. The Hot Tub will be switched off and drained by the Owner:

- if glass/glasses and/or food are found in the Hot Tub
- if it has been urinated in
- the water level has gone significantly down (below the filtration system) causing the Hot Tub to switch itself off for safety.

You, as Guests, use the Hot Tub at your own risk. We cannot be held responsible for your safety whilst you are using the Hot Tub. You will be responsible for any damage incurred and must pay the Owner for the damage prior to the end of your stay.