

TERMS AND CONDITIONS OF HIRE AT THE COURTYARD HELSBY

CONTRACT:

The contract for a short term holiday rental shall be made between Image PDC Ltd T/a The Courtyard here in after referred to as 'The Courtyard' or as 'the Owners', and The Client, and will be entered into when The Courtyard issues the confirmation form, subject to all the following booking conditions. These Booking Terms are governed by English law and apply to all bookings except where we agree in writing other terms. By making a booking you are deemed to accept these Booking Terms.

RESERVATIONS:

These will only be accepted on receipt of a completed booking form and payment of 25% of the total cost of the booking if more than 8 weeks before the start of the rental. For short breaks or bookings made within 8 weeks of the rental, the full amount is payable on booking. Non-payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client and the Owners shall not incur any liability to the client in respect of any loss or damage following such cancellation. The deposit paid will not be refundable.

Bookings must be paid for using an acceptable and valid credit, debit card, cash or cheque. When a Booking is confirmed, a reservation number is given. This number must be retained for access to the Booking details if cancellation or amendment is necessary.

Where applicable, the date on which the final balance is required will be set out with the acknowledgement of reservation.

No bookings can be accepted by those less than 18 years of age.

PRICES:

VAT at the current rate, is included in the rental fee where applicable. Rates quoted are correct only for the specific number of guests, nights and dates shown, under no circumstances can the booking period be exceeded or the total numbers of guests exceed the number stated for each property, unless written permission is obtained from the owners.

If you have selected supplements they will be added to the total price of the Booking. Rates do not include other costs you may choose to incur during your stay (unless otherwise stated).

The owners reserve the right to alter prices without prior notice.

All incidental expenses must be paid in full either during your holiday or prior to departure.

CARE OF THE PROPERTY:

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning of the rental.

The Courtyard reserve the right to charge the client for any breakages, damage or extra cleaning required of the property found on or after departure.

NB: We reserve the right to take a cautionary deposit of £100 per property booked against breakages/additional cleaning charges or other items

AVAILABILITY:

Should The Owners be unable to reserve any of the accommodation requested then the deposit would be returned in full. In the extremely unlikely event of The Owner's cancellation of the booking, The Owner's liability will be limited to the immediate return in full of all monies paid. Should The Owners have to alter a booking then The Owner's liability shall be limited to the offer of alternative accommodation of similar type and value or return of the deposit/monies paid.

CANCELLATION:

Any cancellation made by The Client for whatever reason shall be in writing and addressed to The Courtyard at the address at the top of the booking form. The Client remains liable for the full balance of the accommodation. The deposit is forfeited but The Owners will seek to re-let the property for the booking period and if successful will normally refund the monies paid, less an administration charge for any additional expenses incurred.

CANCELLATION INSURANCE:

In view of the above, The Courtyard strongly recommends that Clients take out insurance cover to protect against the cancellation penalty.

PERIOD OF HIRE:

Rentals commence, unless otherwise agreed with The Owners, at 4.00 p.m. on the day of arrival and terminate at 10.00 am on the day of departure. If Clients do not arrive by 12 noon on the day following commencement of booking and The Owners have not received notification, the owners shall be entitled to re-let forthwith. If the property is not re-let the Client remains liable for the full hire charge. If The Client has not vacated the property by the agreed time of

departure with The Owners then The Owners reserve the right to add a surcharge of £25 inc VAT per hour for late departure.

DOGS/PETS:

At the discretion of The Owners they may accept one dog for The Stables for which a separate fee and deposit is levied, and which must be paid for at time of booking. Dogs must be over 6 months of age and fully housetrained. The Client remains responsible within the property and grounds of the communal courtyard for cleaning up after their dog. Dogs must be kept under control and are not permitted on the furniture or upstairs. They must not be left unattended in the property at any time and must be kept on a leash when walking. Any damage caused by the dog must be paid for. No pets other than dogs are permitted.

AMENITIES:

Use of all amenities, where offered, is entirely at The Clients risk and no responsibility can be accepted for loss or damage to Clients belongings, cars or their contents.

BREACH OF CONTRACT / RIGHT OF ENTRY:

If there shall be a breach of any of these conditions, The Owners reserve the right to re-enter the property and terminate the tenancy, without prejudice, to the other rights and remedies of The Owners. The Owners shall be allowed the right to enter any property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

We reserve the right to terminate Your Booking immediately without being liable for any refund or compensation where You engage in unacceptable behaviour that causes a disturbance or nuisance to other guests or residents.

WARRANTIES /LIABILITIES:

The Owners staff has no authority to vary the Terms and Conditions of trading and no telephone or other conversations, description or opinion, albeit in good faith, shall be held to alter The Owners printed matter. Other than for death or personal injury caused by Our negligence or misrepresentation, Our total liability to You is limited to the price of the Booking and to the fullest extent permitted by law all warranties are excluded and in no circumstances will We be responsible for any indirect or special damages.

We will not be liable for failure to perform to the extent that the failure is caused by any factor beyond Our reasonable control. You are responsible for any damage or loss caused to Us or our Our property by Your act, omission, default or neglect and You agree to indemnify Us and to pay Us on demand the amount reasonably required to make good or remedy any such damage or loss.

COMPLAINTS:

Should there be any cause for complaint during the occupation of the property it must be notified promptly to The Owner's and in the case of serious problems, confirmed in writing.

AMENDMENTS TO BOOKINGS:

Only in special circumstances can we accept alterations to bookings once confirmation of a booking has been issued. There will be an administration charge of £25.00 (incl. VAT) for any alteration made.

PAYMENT BY CREDIT CARD:

If payment for a booking is made by credit card over the telephone, The Client is deemed to have read all the Booking Conditions and agrees to be bound to them.

PAYMENT BY BANK TRANSFER OR SIMILAR:

Because of increased bank charges payable by The Owner, any payment by bank transfer or similar incurs a surcharge of £10 per transfer.

SMOKING:

The Courtyard has a no smoking policy inside the properties.

DATA PROTECTION:

We may process the information You provide to Us for the purposes notified by Us to the Information Commissioner. By making a Booking, You consent to this processing of information.