

HolidaysForDogs - Terms and Conditions

Please read these carefully, you will be legally bound by them.

This hiring contract is between the Hirer (as defined below) and the Owner(s) of the property:

1. The Hirer

That person arranging the holiday, and signing the booking form or otherwise communicating their intent to hire the cottage, (hereafter referred to as the **hirer**), certifies that he or she is authorised to agree the booking conditions on behalf of all persons & pets included. He or she must be a member of the party occupying the property during the tenancy period and must be 18 years of age or over; bookings cannot be accepted from anyone under the age of 18. The owners of the cottage or their agent will hereafter be referred to as the **owners**.

2. Bookings

Provisional bookings may be made by telephone. The provisional booking is held until a deposit of at least 20% of the full hire price of the accommodation is received. If payment is not received within 7 days, the period *provisionally* booked becomes vacant and will be let to another hirer. Once the deposit is received, an acknowledgment will be sent to the hirer by post or email to confirm the booking.

3. Payment

Bookings are to be accompanied by a minimum deposit of 20% of the total cost and is non-refundable. The full fee must be paid within six weeks of the booking (arrival date). Any balances not received within this time will be considered as a cancellation of the holiday by the hirer; the cottage will be re-advertised and any deposits and other monies paid will be forfeit.

In the case of short breaks booked at short notice (less than six weeks in advance), the hirer agrees to pay the full cost prior to the start of the holiday. The hirer agrees that all bookings agreed at short notice, must be paid for in full whether the hirer arrives or not.

All prices and payments stated are in GB pounds only.

4. Cancellations

Cancellations must be made as soon as the hirer can, initially by telephone to save time, and then by letter. After receipt of a cancellation letter, the owners will (but without obligation to the hirer) re-advertise the cottage in the hope of re-letting the cottage. If a replacement booking is successfully found, a refund of the deposit, or a full refund of all monies paid may be made less a handling charge. If the cottage is unable to be successfully re-let, no fees will be refunded and if the full payment has not yet been received, the hirer agrees to pay the balance of the hiring charge.

Any cancellations notified six weeks or more prior to the start of tenancy are eligible for a return of deposit or full refund of monies received to date.

5. Non-availability of Property. (force majeure)

If, for any reason beyond the Owner's control (including but not limited to natural disasters, fire, riots, strikes, acts of terrorism, sanitary disruption, civil unrest, war, restrictions by local authorities) the property is not available or becomes uninhabitable on the date, or subsequent dates booked, all monies paid in advance will be refunded for whatever periods the property is or becomes uninhabitable or otherwise unavailable. The amount refunded will be proportional to the percentage of nights remaining from the original booking. The Hirer shall have no further claims against the Owner or Agent.

6. Hirer's Obligation

The cottage and gardens will be made available to the hirer in a clean and tidy manner with all appliances in good working order.

- a) The hirer agrees to take reasonable and proper care of the property and leave it in a clean and tidy condition at the end of the tenancy, and pay for any breakages, losses or damage, however caused.
- b) The hirer also agrees to compensate the owners for any aspect of untidiness that requires additional cleaning or renovation, as well as all monies or fees lost, due for whatever reasons, for having to delay or cancel and/or compensate other bookings that immediately follow their tenancy.
- c) Particular attention must be given to the kitchen, ensuring that all equipment, appliances and utensils are left clean and tidy.
- d) The hirer must permit the owners and/or their agent reasonable access to the cottage to carry out any urgent maintenance.
- e) The hirer agrees not to sublet the cottage or gardens.
- f) The hirer agrees to bear the full costs of, and to indemnify the owners for, all legal fees and costs, in all matters where any or all of the hirer's actions, inactions or neglect, either individually or collectively, caused either directly or indirectly, leading to, or defending against any actions brought against the owners however caused.
- g) The hirer agrees to pay and/or reimburse the owners for all reasonable legal costs and fees incurred by the owners, for prosecuting for recovery of property, assets, repairs, damage correction, unpaid monies and costs involved in bringing any such action against the hirer in relation to any points in this agreement arising from the period of hire.
- h) Reasonable costs will include all payments necessary to cover legal costs, fees, expert statements and witness' expenses during any actions brought either against the hirer or the owners incurred during the course of any relevant legal proceedings.

7. Dogs & pets

Dogs and pets, (hereafter collectively referred to as pets) are welcome on the understanding that the hirer maintains full control, responsibility, and supervision of all pets at all times.

- a) The hirer is also responsible for any additional cleaning that may become necessary due to pets.
- b) The hirer's responsibility extends legally to keeping pets under control when near livestock etc. Likewise it is the hirer's responsibility to ensure that no nuisance, annoyance or intimidation is caused to any neighbours or adjoining properties or passers by.
- c) It is the hirer's responsibility to provide bedding for pets. Pets must not be allowed on bedding intended for people.
- d) Pets must not be left alone in the cottage for periods exceeding half a day (4 Hours).
- e) Pets defecations must be promptly cleaned up, a bin is provided; failure to clean after pets may be heavily surcharged. All pet mess in all public places and accesses must be cleaned up promptly and disposed of properly.
- f) The hirer agrees to take proper care of their pets during the course of their tenancy.
- g) All pets must be properly inoculated. The countryside contains a variety of pests (e.g. ticks) that may carry a range of disease causing pathogens. The owners take no responsibility for any infestations, afflictions or illnesses contracted during their occupancy.
- h) It is also the responsibility of the hirer to ensure the safety of their pets at all times; the countryside hosts a wide range of predatory wild as well domestic animals which may be unpredictable.

8. Arrival & departure:

The cottage is available from 15:00 on the first day of the tenancy which is normally a Saturday and must be vacated by 10:00 on the final day of tenancy, (normally the following Saturday). If the booking is for any other arrangement (e.g. a long weekend), times for arrival and departure are generally, after 15:00 for arrival and before 10:00 for departure. Other times are sometimes possible where conditions permit and only by prior arrangement and agreement.

All times are local times.

9. What is provided:

- a) Bed linen, extra blankets, extra pillows, quilts for futons.
- b) Kitchen appliances including hob, oven, microwave, electric kettle.
- c) Kitchen items including crockery, cutlery, cookware and serving tools.
- d) Log stove and logs for heating. Logs & kindling wood are provided.
- e) Wifi Internet access (subject to BT reliability) & computer.

- f) Barbeque equipment including cooking tools & charcoal.
- g) Freeview television (note that channels may be different from those you receive at home)
- h) DVD player.
- i) Basic cleaning equipment.

10. What is not provided:

- a) Towels and robes.
- b) Cots, baby equipment, special needs equipment.
- c) Bedding for pets.
- d) Dishes and bowls for dogs, other than outside drinking vessels.
- e) Food.
- f) Electricity. Note that this via a coin slot meter; the meter will be full on your arrival, which suffices most people for a stay of over 2 weeks. If your consumption is particularly heavy, additional power is available via the slot meter.
- g) Transport.

11. Computer access.

A computer has been made available for browsing the web to find local information. Alternatively, a wireless network is provided should the hirer wish to use their own equipment. This is limited to 1Gbit of data per day. The hirer will be held responsible and liable for any / all misuse of the equipment provided and the data network connection including:

- i. The hirer accepts all liabilities for any or all data both downloaded or uploaded for whatever purpose.
- ii. Where copyright is infringed, the hirer agrees to accept full liability for any third party claim for compensation or royalties etc.
- iii. The hirer accepts all liabilities arising from the download or access of classified or secret, indecent or pornographic material, music, images, films or video clips, or any other material that is construed as unlawful or protected.
- iv. The hirer accepts all liabilities and penalties for accessing other computer systems (hacking) to which they are not entitled to gain access, whether deliberately or inadvertently.
- v. The hirer accepts all liabilities or claims arising from any malware (e.g. virus or Trojan) that may affect other computer systems, introduced either deliberately or inadvertently.
- vi. Any files of whatever nature stored by the hirer on the equipment provided are to be removed when the hirer ceases occupancy. Failure to do so will lead to these files being deemed publicly accessible and without copyright (e.g. holiday pictures). Any such files, including classified material or installed programs etc., will be considered as available for the free and unrestricted use of everyone. You will be liable for any claims arising for/from such subsequent use.
- vii. All data access (via broadband) is offered for fair-use and the data connection may be shared by other users.
- viii. It is the hirer's responsibility to ensure that all or any files removed from the provided equipment are not protected by copyright.
- ix. It is the hirer's responsibility to take adequate precautions to ensure that any files removed [copied, moved, emailed etc.] from the provided equipment do not contain any form of malware that may have been inadvertently transferred to this equipment. The owners shall not be liable for any malware (or its resulting actions).

12. Parking.

There is adequate (free) parking for a number of vehicles. All parking is at the vehicle owners own risk.

13. Smoking.

The cottage is a designated NO-SMOKING area; smoking is expressly forbidden and this is enforced by law.

Smoking is permitted outside and AWAY from the cottage such that smoke does not blow inside. As tobacco smoke etc., is offensive to non-smokers, and that smokers themselves are seldom aware of the smell that clings to clothes etc., it is asked that particular care be taken to keep the cottage free of smoke. Should any such smells be detectable in the cottage by either the owners or future tenants, this may be heavily surcharged and compensation charged for resulting cancellations / additional cleaning / and any other costs that may be incurred etc.

Breach of this rule will immediately terminate the contract without recompense to the hirer.

14. Safety.

General. Every reasonable effort has been made to indicate possible safety hazards in the property description. However, it is hirer's (and guests) responsibility (particularly parents with young children or other vulnerable people) to inspect the property and grounds immediately on arrival and note any possible hazards. *Do bear in mind that the cottage is in a rural setting which may present unfamiliar dangers to you.* If the hirer or any member of the hirers party identify any unsafe item or feature of the cottage or its surroundings, please bring this to the immediate attention of the owners such that prompt remedial action can be taken.

Log burning stove. Full instructions are provided. However, it does get very hot and care needs to be taken when in its vicinity, especially if children or pets are present. It is the hirer's duty and responsibility to ensure the safety of those present when the stove is used and that the correct tools are utilised.

Special needs. Please note that we do not have any special needs facilities.

15. Maintenance.

All efforts are made to ensure that everything is functioning and usable prior to your arrival and subsequent stay. In the event that something does require attention, the owners should be informed at the earliest convenient moment such that remedial action can be instigated. In the event of this being of a major nature and not easily remedied within an acceptable time, you may terminate your stay with a refund proportional to the number of nights remaining in your booking as outlined in section 5.

16. Complaints.

In the event of anything not being to your satisfaction, please contact the owners who will try to address the issues as quickly as possible.

17. Liability.

The owners accept no liability for loss to possessions or any injury however caused during the tenancy. It is the hirer's responsibility to arrange appropriate insurance cover during this period and to cover for unforeseen events such as cancellation at short notice.

General information

Please remember that you will be staying in the country. Apart from peace, quiet, glorious sunsets and often beautiful starry night skies, the country can bring a few surprises. Country animals make noises, can be unpredictable, and can produce particular odours, as can fields that are occasionally sprayed. Your cottage is likely to have lower beams than you have at home, and other facilities are likely to differ from city life as well.

Disclaimer.

Every reasonable effort has been made to ensure that the descriptions given and where applicable, images are reasonable and accurate. However nothing is permanent except change and variations are likely especially with the weather and seasons. E.g. Hay meadows may have long or short grass. New facilities may become available whilst older facilities may be altered or withdrawn hopefully to give you a better holiday experience. All information is given in good faith but the owners make no warranties as to the correctness or completeness of such information.