

Stockhurst

Printable version of Terms & Conditions

In these terms and conditions the following terms have the following meanings:

'Accommodation' means the cottage shown in the confirmation invoice or as may otherwise be agreed in writing between the owners of the Stockhurst Cottages and the Guest;

'Agreement' means the agreement between the owners of the Stockhurst Cottages and the Guest for the holiday rental of Accommodation on these Terms and Conditions;

'Guest' means the person named in the confirmation invoice.

'We', 'Our' and 'Us' means the owners of Stockhurst Cottages.

1. Agreement

- 1.1 These Terms and Conditions are incorporated in the Stockhurst Website (www.stockhurst.co.uk) and a printed copy will be included with the confirmation invoice. The making of a booking will form an agreement on these Terms and Conditions between the Guest and the Owners of Stockhurst Cottages for the holiday rental of the Accommodation.
- 1.2 We permit the Guest to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.
- 1.3 The Guest will be responsible for all payments and for any damage whether caused by the Guest or his or her party and shall make his or her party fully aware of these terms and conditions.

2. Price Changes

- 2.1 Holiday prices are reviewed each year in autumn, for the coming calendar year. Once prices are reviewed, the price for each Guest's booking is confirmed on the confirmation invoice.
- 2.2 If the Guest has booked in advance of the price review, and the price for their holiday has increased as a result of the review, we will honour the agreement reached on the lower price.
- 2.3 In order for us to be able to correspond with the Guest it is important that the Guest keeps us notified of any changes in his or her contact details by writing to Stockhurst Farm, Horseshoe Lane, Beckley, Rye, East Sussex TN31 6SD, by calling 01797 260294 or by emailing: info@stockhurst.co.uk

3. Booking and Payment Terms

- 3.1 For bookings made 8 weeks or more in advance of the holiday, the booking will be effective when we have received a deposit of £100. Until that time the booking is provisional, and provisional bookings are normally held for a maximum of 7 working days (or less if within 3 months of the holiday start date). The full balance of the holiday cost, including damage deposit (see paragraph 13.3) will be payable not later than 8 weeks before the holiday begins.
- 3.2 For bookings made for a holiday less than 8 weeks away, the full cost of the holiday must be made at the time of booking.

- 3.3 The holiday price includes Value Added Tax ("VAT"). If the rate of VAT increases from that included in the holiday price, we will not seek any additional payment.
- 3.4 Payments can only be accepted in Pounds Sterling. Payment can be made by bank transfer, cheque or debit or credit card using PayPal.

Cheque Payments

Cheques should be made payable to Sally Parsons and sent to:
Stockhurst farm, Horseshoe Lane, Beckley, Rye, East Sussex, TN31 6SD.

Bank Transfers

If payment is to be made by bank transfer, the account details will be provided on demand and will be included on any invoice which is sent to the Guest. Please use your booking number as the reference when you make the transfer.

Paypal

If payment is to be made by credit or debit card via Paypal, the account details will be provided on demand and will be included on any invoice which is sent to the Guest.

Please use your booking number as the reference when you make the transfer.

4. Cancellation

- 4.1 Cancellations will only be accepted in writing. If a Guest wishes to cancel a booking, as much notice as possible should be given to us in writing. We will endeavour to re-let the property for the period concerned but the condition of booking is that full rental must be paid if not re-let. If such re-letting can be arranged, the balance, if already paid, will be refunded less a charge for any additional expenses. The deposit will not be refunded.
- 4.2 If, following a booking, the full balance is not paid on time, we will notify the Guest accordingly. If, after 30 days from the date on which full payment is due, full payment has not been received then at our discretion, the booking may be cancelled and cancellation charges will apply. The Guest remains liable for 100% of the holiday cost.
- 4.3 We recommend that Guests take out Holiday Insurance.

5. Right to Refuse/Alter

- 5.1 We reserve the right to refuse any booking.
- 5.2 We may cancel or alter arrangements made for the Guest whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) owing to circumstances beyond our reasonable control; or (b) to perform or complete essential remedial or refurbishment works.
- 5.3 If a booking is altered or cancelled by us owing to circumstances beyond our reasonable control, we will take reasonable steps to offer a suitable alternative booking. If we are not able to offer such an alternative or the Guest does not accept the alternative offered, we will remit to the Guest the relevant proportion of the money paid by the Guest in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.
- 5.4 If we alter or cancel a booking in order to perform or complete essential remedial or refurbishment works we will offer the Guest a cottage in the same or a higher price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

6. Change of Booking

- 6.1 Transferred bookings e.g. a transfer from one cottage to another, a change in the Guest or a transfer from one date to another will be accommodated where we are able to do so.

7. Maximum Numbers of Guests

- 7.1 Occupation of each cottage must be limited to two guests – no tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available in each cottage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies, and possible further charges in the event of damage to the facilities caused by excess usage.

8. Services

- 8.1 The holiday price will include all charges for water and electricity.
8.2 Duvets, bed linen & towels are provided.

9. Liability and Loss of Guest Property

- 9.1 Any property left at the Accommodation by a Guest will be retained for collection for a maximum of 6 months.
9.2 We will not be liable for any loss of property or any other loss or damage:
a) unless we have breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the Owners.

10. Pets

- 10.1 Dogs and other pets cannot be accommodated in the cottages.
10.2 Assistance dogs are permitted in the Accommodation and the restrictions described in paragraph 10.1 above do not apply to such dogs. However the Guest must notify us of the intended presence of any assistance dogs prior to booking.

11. Our Right of Entry

- 11.1 All Accommodation requires ongoing and, occasionally unforeseen, work to maintain it in good order. We, and/or our contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.
11.2 We will give the Guest reasonable notice of such requirements, and aim to restrict the working hours of our contractors to between the hours of 10.00 – 15.30. If this is not possible we will offer the Guest reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

12. Obligations of Guests

- 12.1 The Guest will be responsible for all payments and for any damage whether caused by the Guest or his or her party. The Guest agrees to make his or her party aware of these terms and conditions.
- 12.2 The Guest agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).
- 12.3 The Guest must allow us and/or our contractors to enter the Accommodation to inspect it, on reasonable notice, except in emergency when immediate access must be granted.
- 12.4 The Guest must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to us or to neighbours.
- 12.5 The Guest and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Guest has written notice. Such regulations will be found in the welcome folder in the Cottage. Typical examples would include any local conditions regarding parking, waste disposal and recycling.
- 12.6 Smoking is not permitted in any part of the Accommodation and the Guest and any member of his or her party agrees not to smoke inside the Accommodation.
- 12.7 The use of candles or fireworks by the Guest or his or her party at the Accommodation is not permitted unless expressly agreed in writing with us. The use of Barbeques is permitted in designated areas. The guest bears any risks associated with the use of the Barbeque.

13. Damages and Accident Damage Deposit

- 13.1 We recommend that Guest's hold personal insurance for accidental damage and personal liability.
- 13.2 If on arrival at the Accommodation the Guest discovers that anything is missing or damaged then this must be reported to us immediately otherwise it will be presumed that the damage/loss was caused by the Guest and a charge will be made.
- 13.3 All bookings will be subject to a refundable accidental damage deposit of £100. This charge is payable at the time of booking.
- 13.4 The cost of any damage or breakages up to the value of £100 will be deducted from the deposit and the remainder refunded to the Guest. If no damage or breakages happen during the stay the deposit will be refunded in full within 4 weeks of the end of the stay.
- 13.5 The Guest is responsible for the cost of any breakages and/or damage caused in excess of £100.

14. Occupation

- 14.1 The Agreement is personal to the Guest. The Guest must not use the Accommodation except for the purpose of a holiday by the Guest and the Guest's party during the holiday period, and not for any other purpose or longer period.
- 14.2 The maximum occupancy of the Accommodation shall not be exceeded.

15. Water Supply

- 15.1 We cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of our control.

16. Weather

- 16.1 We are not liable if the Cottages are inaccessible as a result of weather related conditions that affect public roads.

17. Comments/Complaints

- 17.1 Every reasonable care will be taken to ensure that the Accommodation is presented to Guests to a high standard. Should the Guest find on arrival that there is a problem, or cause for complaint, he/she should immediately contact us. Reasonable steps will then be taken to remedy perceived problems.

18. Arrival and Departure Time

- 18.1 The Guest and his or her party must arrive after the arrival time (3:0pm on the first day of the holiday period) and depart before the departure time (11:00am on the last day of the holiday period). Any stay that extends over this period may be subject to a charge being made for additional days.
- 18.2 The Guest will be issued with a set of keys to the Cottage on the first day of the holiday period and the Guest must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so may result in a charge for a replacement set of keys.

19. Rural Way of life

- 19.1 The cottages are located in a rural area and any action by the Guest and his or her party that interrupts or endangers the livelihood of others authorised to use the Accommodation and/or the surrounding land belonging to us, will constitute a breach of the Agreement by the Guest.

20. Right to Evict

- 20.1 We may terminate the Agreement on notice, and in such case the Guest and his or her party must leave the Accommodation, (without compensation being payable to the Guest or any member of his or her party) if:
we deem this necessary where there is a serious breach of the Agreement by the Guest or the Guests party. This includes behaviour that might potentially endanger the safety of other visitors or members of staff; or
any social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

21. Governing Law

- 21.1 The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

22. Force Majeure

- 22.1 Compensation payments will not be considered where we cannot fulfil our obligations due to circumstances beyond our control. This means any event we cannot foresee.