**Terms and Conditions

General**

This is a legally binding contract between the property owner, Karen Mitchell and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Esme’s Escape.

**Bookings**

A non-refundable booking deposit of 40% is payable within 7 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, is payable not less than 4 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 4 weeks prior to the arrival date must be paid in full at the time of booking.

In the event of a technical fault resulting in undercharging the owner reserves the right to amend the booking agreement and notify the holidaymaker via email.  Any difference will be added to the balance payable 4 weeks before arrival.

**Cancellation by the Holidaymaker**

Cancellation of the booking by the holidaymaker should be made in writing and addressed to:

Mrs Karen Mitchell
Winterburn House, Church Lane, Haselbury Plucknett, Crewkerne, Somerset, TA187RE

We strongly recommend taking out holiday insurance as the booking deposit is non-refundable and if the cancellation is within 2 weeks of your stay the holidaymaker will be charged the following:

|  |  |  |  |
| --- | --- | --- | --- |
| **Time until start of stay** | **Amount charged** |  |  |
| 1 weeks or less | 100.00 % of booking |  |  |
| 2 weeks or less | 75.00 % of booking |  |  |

**Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

**Miscellaneous**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable or in breach of the Terms and Conditions.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property. Or has failed to pay the full amount before arrival.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party or pet be considered by the property owner to be unreasonable.

**Number of Guests**

The maximum number of people entitled to stay at this property is 2 and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

**Pets**

One small dog ('small' = small terrier) is permitted to stay at the property based upon the following terms:
.

1. The dog must be under strict control at all times while in the property
2. Any fouling of lawns etc. must be cleared up without delay.
3. The dog owner must bring the dog's bed or basket for sleeping in.
4. The dog MUST NOT be left alone in the property or elsewhere at any time.
5. The dogs MUST NOT lie on beds or furnishings, and hair must be well cleared up before departing.
6. Dog owners must ensure that their pet is free from parasites and fleas before they occupy the property. Failure to do so will incur subsequent charges.
7. Your dog or pet will be charged at £20.00 per stay, however, any damage (which must be reported to the Owner immediately) or excessive cleaning that may incur an additional charge, at the Owner's discretion.

**Arrival and Departure Time**

Every effort will be made to have the property available from 4pm on the day of arrival. The holidaymaker must notify the owner, in advance, on their estimated arrival time. The property must be vacated by 11:00am on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received. An earlier arrival time may be granted if discussed prior to arrival and agreed by the owner and this may be subject to an additional charge.

**Liability**

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker. Should the holidaymaker make use of the wood burner, wood fired hot tub, chimnea or pizza oven they do so entirely at their own risk as these activities are not covered by the Property owners insurance.

**Electric Vehicle Charging**

As there is no EV charging point available at the property. The use of an extension cable charge vehicles from the properties 3 pin plug poses a serious fire risk, therefore charging EVs on the property is not permitted. Should the holidaymakers be discovered charging their vehicle on site they will be asked to stop with immediate effect and the holidaymaker will be liable for any resulting damage to the property or their vehicle.

**Cleaning**

The property owner would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in the same condition as it was found at the start of the holiday.

**Breakages**

The holidaymaker should make every effort to keep the property, the grounds, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. **Any damage or breakages must be reported to the property owner (or their representative) as soon as possible during the stay, and at the very latest, at the point of departure.**

The property owner retains the right to levy additional charges against the holidaymaker, during or after the stay, for damage and breakages. Minor accidental breakages and reasonable wear and tear (in the opinion of the property owner) may not have charges levied provided it is reported immediately and does not impact the running of the property, however this is entirely at the discretion of the owner.

Any breakages/damage not declared at during the stay or at the time of departure will be charged in full. This may include charges such as, but not limited to, full replacement costs, emergency restocking charges, plus any additional hours/labour/mileage required to rectify the damage or loss, up to and including replacing items with new for old.

**Smoking/Vaping/Drugs**

Smoking, Vaping is only permitted on the patio and away from all wooden structures. Partaking in recreational drugs on the property is strictly forbidden. If the holidaymaker is discovered to be participating or evidence of such activity found they will be asked to stop with immediate effect and the holidaymaker will be liable for any resulting damage to the property. Refusal to stop or repeated offenses will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund.

**Candles/Tea-lights**

As a serious fire risk use of candles and tea-lights are not permitted on site.

**Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.