

Granny House Booking Contract

General

These terms and conditions (the "Booking Contract") are between and shall bind the property owners Mr. R Hine and Mrs. J I Hine ("we" "us" and "our") and the holidaymakers or the person who makes the "Booking"

Name of guest

and all members of the holiday party ("you" or "your"), for a holiday at Granville House, Bell Busk, North Yorkshire, BD23 4DU (the "Property").

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual UK statutory rights.

The property is let to you (**number of adults and children**) from **xxx until xxx ; number of nights in total**. You will receive a separate email about directions to the property. At the end of your stay you are to vacate the Property and return the keys to us.

Making your Booking

You can book Granny House by making the payment specified in the initial quote provided to you by us (the "Quote"). The Booking shall be made and this Booking Contract shall be effective once full payment has been received and you have received an email from us confirming the Booking.

If the Quote requires that you make a payment in full, then you must pay the full amount for the Booking, within the specified time period.

The rental price is **xxx** for the duration of the rental period.

The deposit is due on **xxx**. **The balance of payment is due on xxx**

The full amount is payable by bank transfer.

Bank account; J I Hine

Sort Code; 20-78-42

Bank account; 13618064

You must email us to say that you have paid the initial deposit and the balance. Please also send us your home address for security reasons.

You should carefully check the details of the Quote before making any payment as well as the confirmation email and inform us immediately of any errors or omissions

If you cancel or amend your Booking

If you need to cancel or amend your Booking you must email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described in your email confirmation ("Cancellation Policy") applies to your Booking .

In the event that your full payment is not paid in accordance with the timeframes set out in the Cancellation Policy; or you do not arrive at the property within 24 hours of your arrival time without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy will apply.

If we cancel or amend your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings. If this does happen, we shall contact you as soon as is reasonably practical and

inform you of the cancellation or the change to your Booking. If we cancel your Booking, we shall refund you any fees you have already paid. However, we shall not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

The Property

You can arrive at the Property after 4pm on the arrival date for your holiday and you must leave by 10am on the departure date we have given you. If your arrival is delayed, you must contact us by email or phone so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise us of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. Please see the Cancellation Policy for further details.

Your obligations

You agree to comply with the regulations set out in the property manual at Granville House and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property while at Granville House. We are not liable or responsible for any losses or damages to your personal belongings.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay at Granville House than expressly authorized, nor can you significantly change the makeup of the party during your stay at Granville House, nor can you take any pets into the property. If you do so, we can refuse to hand over the property to you, or can require you to leave it. We shall treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. You agree to allow us or any representative of ours access to Granville House at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with the Booking Contract.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature for example, regarding preparation or heating of the Property cannot possibly be investigated unless registered whilst you are in residence at the Property. If any complaint cannot be resolved during your holiday, you must email us with full details within 28 days of the end of your Booking.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we shall not be liable for any business losses howsoever suffered or incurred by you.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We shall not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.