**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 50% is payable within 7 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, along with the breakage deposit, 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 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.

**COVID-19**

If the holidaymaker develops symptoms of COVID-19 (a new and persistent cough, and/or high temperature, and/or altered sense of smell), receives notification from the track and trace system that they should isolate up to 14 days prior to their holiday thus rendering a cancellation, they must notify the property owner immediately.

If the holiday cannot happen on the chosen dates due to the above the property owner will offer a postponement, credit voucher or cancellation in line with 'Cancellation by the Holidaymaker'. If the Tier system prevents the holiday a postponement, credit voucher or refund will be offered.            .

Before arrival, in line with Government guidelines the holiday makers must provide full names, phone numbers and email addresses of all guests in case the NHS requests this information.

*If holiday makers become unwell with COVID-19 symptoms during their holiday they must (in line with Government guidelines) notify the property owner immediately, self-isolate, and* [*request a test*](https://www.nhs.uk/conditions/coronavirus-covid-19/testing-and-tracing/get-an-antigen-test-to-check-if-you-have-coronavirus/)*. If the test is positive the holiday maker should return home.  If the holidaymaker is too unwell to return home resulting in staying long enough to disrupt other bookings, the incumbent holiday maker will be liable to pay for additional nights and other affected bookings.  Guests should follow* [*Governments guidelines*](https://www.gov.uk/government/publications/covid-19-stay-at-home-guidance/stay-at-home-guidance-for-households-with-possible-coronavirus-covid-19-infection)*if they become unwell.
The property owner will ensure the property and contents are COVID- secure for your arrival and in return expects all dishes and pans to be left clean, bin liners tied and recycling to be sorted. If the Shepherd's hut is left in such a condition to increase danger of contamination the property owner reserves the right to charge a cleaning fee.'*

**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.

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.

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 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 terrior) is permitted to stay at the property based upon the following terms:
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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 property must be vacated by midday 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.

**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.

**Cleaning**

We 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 a similar condition to the way it was found at the start of the holiday.

**Breakages**

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental dame or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

**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.