**Booking Terms & Conditions – Horseshoe Barn Luxury Cottages**

1. Contract

The Contract for a short-term holiday rental will be between the Owners of Horseshoe Barn Cottages (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “you” or “your”) under the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have received and processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and the booking form must list names, addresses and ages of your party.

2. Payment

Bookings are confirmed on receipt of the booking form and receiving the deposit of 25% of the holiday cost. The balance of the rental will be due for payment two months before the start of your holiday. We reserve the right to cancel a holiday where payment has not been received two months before the commencement date or failure to pay the deposit. If the booking is made within 2 months of the holiday start date, then payment will be due in full. Once you have a confirmed booking (i.e. the deposit has been paid and processed), you are responsible for the full rental cost even if you subsequently cancel. Payments are accepted via Cheque payable to Mrs C M & Mr D W Thorman and sent to Horseshoe Barns, The Grange, Balk, Thirsk, North Yorkshire, YO72AQ. BACS, please ask for our bank details, if you would like to pay by direct transfer.

3. Cancellation Or Change Of Booking

Cancellations must be immediately notified to us by phone and confirmed in writing. If we are able to re-let your booking we will refund you the final letting price (which may be less than you paid) less an administration fee of £30.00. If we are unable to re-let there will be no refund under any circumstances. Visitors are responsible for their own cancellation insurance. We would strongly advise that guests take out a travel insurance policy which covers booking cancellations. Any change to an existing booking will incur a £30.00 administration fee.

4. Deposit

A £150 deposit will be added to your booking when making payment. The deposit is fully refundable at the end of your stay providing that these Terms and Conditions have been fully complied with and that there are no breakages or damage. The deposit will be refunded via bank transfer within one week of completion of your departure. Any items damaged, broken or missing from the ‘inventory’ will be deducted from your deposit at the cost of replacement.

5. Terms Of Use

You may access the property from 15.00 on the day of arrival. Please note that departure is by 10.00 on your final day. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period. On departure, you are requested to leave the accommodation in a clean and tidy condition. This includes washing up, placing rubbish in bin liners and putting in outside bins, ensuring ovens are clean & free from grease. Failure to comply with these requirements will incur a fee of £50, which will be deducted from your deposit.

6. Circumstances Beyond The Control Of The Owner (Force Majeure)

If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property (“force majeure”) you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

7. Number of Persons Using the Property

Under no circumstances may more than the maximum number of persons stated in the brochure and the web site occupy the property, unless by prior arrangement with the owners. We reserve the right to refuse admittance if this condition is not observed.

8. Liability

Horseshoe Barn Cottages, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property including your vehicle and contents.

9. Care Of The Property

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings, fixtures, outside hot tub and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the properties nor in the courtyard.

10. Damages, Breakages and Missing Items

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If you lose a key, or electronic security gate fob we will replace it upon you paying for the cutting of a new one. The cost for a key is £10 and the cost for an electronic security gate fob is £30. Toiletries are provided for use and convenience. Removal of the Molton Brown or Laura Ashley products will incur a deduction of £20 per item from your deposit. Any missing items identified in the ‘Inventory’ will be deducted from your deposit.

11. Right Of Entry

We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance, without your prior consent.

12. Smoking

All of our cottages and courtyard are strictly non smoking.

13. Pets

No pets will be allowed in the cottages. For any special circumstances, such as guide dogs for registered blind personnel will be an exception. In this case, please contact the property owners for advice and subsequent agreement.

14. Complaints

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it while you are on site. We value your custom and want you to return.

15. Data

We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. Names, postal and email addresses of all guests booking with us or proposing to book with us during the previous year, in order that we can advise you of any forthcoming special offers or events. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us at Catherine@horseshoebarn.co.uk and we will arrange for you to be removed from the mailing list.

Please notify the property owners if you decide to leave the property before the end of your stay or if you will be leaving the property empty overnight. If you are not entirely satisfied with your cottage, please contact the property owners immediately and every effort will be made to resolve the problem.