

Cotchford Farm

Terms & Conditions

1. The Contract

The contract entered into is between Mr Chris De Mestre (the owner) and the person completing and signing the Booking Form (the hirer). The contract is not effective until the required payment has been received and confirmation sent from the owner to the hirer.

2. Booking

Bookings cannot be accepted by:

- a) Persons under the age of 21.
- b) Parties where the majority of members are less than 25 years (except families or supervised groups).
- c) Parties where the party exceeds 12 adults.
- d) Parties where the party exceeds either 10 adults and 5 children under sixteen, or 16 people of mixed ages.

2.1 The number of persons occupying a property must not exceed the number stated on the booking form. (Babies under two are not normally counted as a member of the party).

2.2 The person who signs the booking form (the hirer) will be responsible for all the persons included on the form and should ensure that they are aware of the conditions.

2.3 The Owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

2.4 Stag & Hen parties must declare at time of booking, and are subject to a

£2000 excess fee to cover their stay. This additional charge is non-refundable and is separate to the damage deposit.

3. Reservation

3.1 Reservations can be accepted by writing in email and must be confirmed within 7 days by the arrival of a booking form and 50% of the reservation fee.

3.2 Provisional reservations will be cancelled after 7 days without further reference.

3.3 To secure a reservation the hirer must complete all parts of the booking form and send the form together with 50% of the total cost of the holiday. The balance of the cost will be invoiced 6 weeks before the holiday is due to start.

3.4 If the balance is not received within the time specified the Owner reserves the right to cancel the booking and retain the deposit.

3.5 Bookings made within 6 weeks of the start of the holiday require payment in full at the time of booking.

3.6 Payment for overseas bookings can be made by cheque drawn on a London Bank payable in Sterling.

4. Cancellation

4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.

4.2 In the event of cancellation by the Hirer the Owner will endeavor to re-let the property, and if successful may refund any monies paid less the deposit, which is non-returnable.

5. Damage, Loss & Nuisance

5.1 The Hirer agrees:

- a. That the supervision of children, babies and any adults requiring care, remains the responsibility of the Hirer at all times.
- b. To be responsible for leaving the accommodation in good order*
- c. To pay for any damage or loss however caused, excluding reasonable wear and tear, incurred during the occupation.
- d. Not to trespass onto adjoining farmland/disused quarry area.
- e. To allow reasonable access to the property by the Owner or Agent if it is deemed necessary.
- f. Not to use fireworks, streamers, glitter, confetti on the property and/or on adjoining farmland/disused quarry area.

*We define not-good order as: When the property is left in a state needing additional cleaning services (other than what is normally needed to prepare the property for the next guest).

We reserve the right to take a fee of up to £500 when the property is left in not-good order.

5.2 If in the opinion of the Owner or Agent, any person is not suitable to continue their occupation of the property because of unreasonable behavior, damage or nuisance to other parties, the contract may be discharged and the Agent or Owner may repossess the property immediately. The Hirer will remain liable for the whole cost of the hire and no refund shall be due.

6. Occupancy

Occupancy shall be from (5.00 p.m.) on the day of arrival to (10.00 a.m.) on the day of departure, unless special arrangements have been made (the House Manager only have a limited time to prepare the property for the next guests, and you are asked to respect this).

7. Dogs & Pets

7.1 Dogs/Pets are not permitted on the property.

8. Descriptions

8.1 Whilst the Agent makes every effort to ensure the accuracy of the property descriptions, descriptions are inevitably subjective and are for guidance only. If there are points of particular importance, please contact the Owners to clarify information.

8.2 Whilst the Owner has taken all reasonable steps to ensure that the information contained in its brochure, tariffs and advertisements and any other form of promotional material are accurate the Owner reserves the right to alter, substitute or withdraw any service, facility, or amenity.

9. Liability

9.1 The Owner cannot accept responsibility for any material loss, damage, additional expense, or inconvenience directly or indirectly caused by or arising out of the property and its plumbing, gas, electrical or otherwise, or exceptional weather conditions.

9.2 No responsibility is accepted for loss or damage of property vehicles or vehicle contents belonging to the Hirer or any member of the party during the occupancy.

10. Complaints

10.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner or the House Manager immediately and in any event before departure to allow remedial action to be taken.

10.2 It is specifically agreed that failure by the Hirer to notify the Owner or House Manager of any complaint in accordance with the timescale set out in clause 10.1 will entitle the Owner to refuse to entertain the complaint, irrespective of its merits.

11. Waiver

The failure of the Owner to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

12. Legal Provisions

12.1 The law of England governs the construction, and performance of this Agreement and the parties submit to the jurisdiction of the English Courts.

12.2 The Hirer agrees that the contract with the Owner is made at the Owners premises and that any proceedings between the parties shall be the County Court nearest to the Owner.

12.3 Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.