

## Terms and Conditions

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS.

Brickley Rise is a 4 bed property sleeping a maximum of 8 people and you are agreeing to the maximum number of people during your stay and this should not be exceeded. As such any over- occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

No additional camping, tents or mobile homes are permitted additionally during your stay.

You the guest must allow the Owner, housekeeper and tradesmen access to the property at any reasonable time during your occupation.

Care of the house – care for it like you would your own

You are responsible for the house and are expected to take care of its furniture, pictures, fittings and effects, in or on the property. We ask you to treat it as if it was your own and ensure you take the best of care with things. You must leave items and the house in the same state of repair, and in the same clean and tidy condition.

You must not use the house 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 property and is only permitted outside.

The use of candles inside or outside the house is strictly prohibited. Turn off all electrical appliances before going to bed and close and lock all external doors.

Guests must accept responsibility for their children's safety and behaviour.

We have private drainage systems on site, any abuse of these systems by placing items that should not be disposed of in the toilets such as sanitary wear or babies' nappies or anything other than thin toilet paper that will clog the drains and you will be charged the call out rates and repair bills.

Part of the charm of the countryside, with the beauty of our natural scenery and our distance from the bustle of the city, means that we have less security of supply of

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services that are taken for granted in cities. Thankfully problems such as power cuts or uncooperative septic tanks are few and far between at Brickley Rise. In the unlikely event of any such problems during your stay with us we will use our reasonable endeavors to procure an early resolution on receiving notice thereof. However, for the avoidance of doubt, you accept that as the extent of our liability.

Internet speeds may vary and we cannot guarantee constant connection and/or speeds. No unlawful or inappropriate material is permitted to be downloaded. If required by law details of downloads will be supplied to the relevant authorities when called upon to disclose such details. Streaming Services where mentioned on a property listing are included.

### Booking with us

Whilst we are prepared to consider requests for reservations of the properties, the confirmation of a reservation shall not render us liable in the event that the property is unavailable for occupation during the period reserved and no contract will arise between us and you otherwise than in accordance with the following provisions of these terms and conditions.

The Owners consequence will be in no way responsible for any loss, damage, expense, injury, accident or inconvenience which occurs or might occur as a result of any letting of any property. The contract is between the Owners of the property and you the client. This booking is for the purpose of a holiday only so that the hirer will not get a security of tenure.

Bookings can be made online at [www.brickley-rise.co.uk](http://www.brickley-rise.co.uk), once we have received your booking a confirmation will be sent via email and a confirmation pack sent to your postal address or email address provided during the booking process.

To secure your booking we require just £250 and the rest is payable 6 weeks (42 days) prior to arrival.

If booking within 6 weeks (42 days) of arrival, the full amount will be payable.

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An additional deposit of £300 is required during booking online and this is to ensure coverage of damages, if no damages found this will be refunded to you 4 weeks after departure.

Please advise us if you require the travel cot, highchair, potty or child booster table seat when booking so these can be made available on arrival.

### Cancellation or amendments

- a) Any request to cancel a booking must be made in writing to [amy.brown@brickley-rise.co.uk](mailto:amy.brown@brickley-rise.co.uk) 6 weeks prior to your arrival date then a full refund including the additional £300 damages deposit and £250 deposit to secure the booking can be returned
- b) If cancellation is within 6 weeks or less to your arrival date, then a refund is available but we reserve the right to withhold the £250 deposit used to secure the original booking.
- c) Any amendments or possible refunds may incur an additional £25 which will cover any admin costs
- d) We cannot control the weather, so if you cannot get to us on the arrival date we cannot accept liability and no refund will be available

### Arrival and Departure

- a) Takeover time is 16:30 on the agreed date of arrival unless a mutually decided alternative time has been set. The key for the house is for added security in a key safe for which the combination number will be posted to your home address with your arrival instructions by either email or second class post 7 days before your break. The combination code is altered regularly but please do not divulge the code to anyone not in your party. For late bookings we may email the arrival instructions.
- b) There is an electric gate in operation and you can access the property via the gate and the code for the keypad will be posted out to you along with the key safe code. The combination code is altered regularly. The gate has a 1-minute timer and will close after this time is exceeded unless the gate is blocked or obstructed.

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- c) Departure time is 10.30am, a later check out time maybe possible if we do not have consecutive bookings. We would be more than happy to do this with prior arrangement.
- d) On departure please return the key back to the key safe where you collected the key on arrival and rotate the code numbers to ensure it is locked.
- e) The house is strictly nonsmoking. It is very obvious if this policy has been ignored and we are prepared to bill guests retrospectively for the increased cleaning required.
- f) Sorry we regret that NO PETS are allowed at Brickley Rise
- g) The quoted rate includes all utility costs and the use of bed linen and towels
- h) You should not arrive before 16:30 on the commencement date, and leave by 10:30am on the day of departure. 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.
- i) 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
- j) If any belongings are left behind and a request is made to send them on, the Owners reserve the right to charge a minimum fee of £5 to cover post and packaging.

In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. other statutory security of tenure now or at the end of the Holiday Period.

The Company shall not be liable to the Hirer or any member of the Group under these Conditions if it is prevented from, or delayed in performing, its obligations under these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, staff illness.

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If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, for any reason such as a burst water pipe, gas leak, broken boiler, septic tank maintenance or any faults where this would deem the house unsafe or not useable as advertised (this list is not exhaustive) we shall not be deemed to be in breach of contract but shall refund in full to you all fees and the deposit paid in advance by you. We will not be liable for any other claim for loss or damage by you.

### Damage Deposit

- a) Bookings of Brickley Rise requires a damage deposit of £300.00. You will be required to make this payment during booking. This amount is fully refundable within 4 weeks of your departure, providing the property is left clean and tidy and that there have been no breakages, extra cleaning required or any extra people found to be staying at the property.
- b) Whilst we are aware that smaller items such as cups are likely to be broken occasionally, we would appreciate it if you would inform us of any losses, damage or breakages as they happen so we can replace them as soon as possible. Damage to larger items such as televisions and furniture are the guest's responsibility to pay for or replace.
- c) In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during your reservation period you will be notified in writing of the details of any extra costs incurred within 21 working days after the end of the reservation period and this amount shall be deducted from the Damage Deposit or payment will be required by you.
- d) If it is found that pets have been in the house the deposit will not be refunded and you will be advised after departure
- e) If it is found that smoking has taken place inside the house, the deposit will not be refunded and you will be advised after departure.

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### Liability

- a) Liability: Whilst every effort will be made to provide contents and services as stated in the property description, the Owners cannot accept liability for anything that is not available due to circumstances beyond the Owner's control.
- b) The Owner agrees that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999. This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.
- c) The owner shall not be liable for loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation.
- d) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement.
- e) The owner shall not be liable for any injury or damage to any persons staying at the property or any third party.
- f) **Where the Owner** has agreed to make available baby equipment such as a travel cot, potty and high chair this is done for the convenience of guests and the Owner is not responsible for its use. No linen will be provided for the travel cot. It is the guests' responsibility to acquaint themselves with each piece of equipment and ensure it is safe for their own child - in the event of any doubts regarding the suitability or safety of a piece of equipment guests are strongly advised not to use it. The Owner and his/her respective servants will not be liable for any accident damage direct or consequential loss, injury expense or inconvenience, whether to person or property which the guest or any other person may suffer arising out of or in any way connected with the letting howsoever caused.

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- g) Any vehicle of yours or any third party making use of the property during the period of your reservation is left at the property entirely at the risk of the owner of the vehicle.
- h) Your holiday or that of any third party residing or making use of the property during the period of your reservation in breach of this clause may be terminated immediately and without compensation or any further obligation. Any damage to facilities arising out of misuse or as a result of negligence and/or failure to follow the instructions herein will be chargeable to you.
- i) The fire risk assessment has been carried out by a qualified company and is available to see in the property
- j) All electrical items have been PAC tested and comply with UK standards
- k) Please ensure that the house is left secure when you go out. In the unlikely event that anything of yours is stolen from Brickley Rise (locked or unlocked) it will be your own responsibility.
- l) The fire action plan can be found in the welcome file, please ensure you read this upon arrival.

### Criminal Activity

- a) You must not use the Internet to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.
- b) You agree and acknowledge that the Owner may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- c) You agree and acknowledge that the Owner may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address
- d) You further agree the Owner is entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have and are entitled to provide by law, to law enforcement authorities or rights-holders.

### Security and Privacy

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- a) Personal data will be processed fairly and lawfully in accordance with the Data Protection Act. 3.
- b) Personal data will be kept only for so long as is necessary for the specified purposes.

### Disclaimer

Please note that the information available on this web site may be incomplete, out of date or incorrect. It is therefore essential that you verify all such information with us before taking any action in reliance upon it. It is a condition of us allowing you free access to the material on this web site that you accept that we will not be liable for any action you take in reliance on the information on this web site.

The contents and the pictures on this website are copyright of Brickley Rise,

These terms and the contract between you and us shall be subject to and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any claim arising from such contract.

By signing the Terms and Conditions and/or completing the Booking Form (on-line or a hard copy), the Visitor acknowledges that they have read and understood the description and contents of the property and that you agree with these Terms and Conditions.

Please Sign

Name.....

Date .....

I ..... here by agree to these terms and conditions

Address.....

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Date of Stay .....

