



Desmond House

Middleton-in-Teesdale

Booking Conditions

Reservations for Desmond house holiday cottage whether made by telephone, email, in person, in writing or from the internet are accepted by the owners on the following conditions.

1. CONTRACT OF HIRE

The Contract of Hire is governed by English law and jurisdiction and is not effective until we dispatch to the Hirer written confirmation of the holiday booking. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 18 years of age.

2. INITIAL PAYMENT

Bookings will be reserved upon receipt by us of the required deposit payment of one third of the total holiday cost, comprising cottage rental, booking fee and any additional charges. If the booking is made within eight weeks of the holiday commencement date, the full accommodation rental will be required at the time of booking. Deposits can be paid by debit card or credit card, (PayPal) BACS transfer or cheque. In the case of web bookings, these can be paid online through our secure payment system.

3. BALANCE PAYMENT

The Balance of the Hire will be due for payment eight weeks before the holiday commencement date. On receipt of the Balance Payment, advice on key collection arrangements and directions to the property will be sent to the Hirer. We reserve the right to cancel a holiday where full payment has not been received less than 28 days before the holiday commencement date. The deposit paid on the booking is non--returnable.

4. METHOD OF PAYMENT

Cheques should be made payable to Angela Petty with the Booking Reference written on the back. There is no charge for Debit or Credit Card payments.

6 CONFIRMATION OF BOOKING

Once the owners have issued a Confirmation of Booking, the Hirer is responsible for the total published price of the holiday let and extras as shown on the confirmation. Amendments to bookings, where applicable, will be subject to an administration fee of £50. We reserve the right to adjust prices quoted, on our website or on details to properties, due to errors or omissions .

Desmond House, 28 Town Head, Middleton-in-Teesdale, Barnard Castle, DL12 0RN, UK

Tel: +44 (0) 7761 607408

Email: 28townhead@gmail.com

Web: www.desmondhouse.co.uk

7. BOOKING CANCELLATION

If you are forced to cancel your holiday you must inform us as soon as possible. The day we receive your notice to cancel is the date on which we will cancel your booking. Depending on your reason for cancellation, you may, at our sole discretion, receive a refund of all money you have paid to us for your booking less the booking fee (if applicable), any credit-card charges, and a handling charge of £60. See Cancellation/Curtailment Policy for details of circumstances where we would normally make such a refund. In all other cases, you will remain liable for full payment unless we are able to re-let all or part of the period booked, in which case we will consider a refund, less the booking fee (if applicable), any credit-card charges, and a handling charge of £80. See Cancellation/Curtailment Policy for full details.

8. BOOKING FEE

We charge a booking fee of £15 for your first booking in any calendar year, payable at the time of booking. Additional bookings with the same customer reference where the cottage hire period starts in the same calendar year (1st January to 31st December) will not attract a booking fee.

9. PETS

We do not ordinarily accept pets at Desmond House. Customers with allergies should be aware that we cannot guarantee that an assistance dog has not stayed in a chosen property recently or that the property owner does not have a dog or cat that sometimes occupies the property. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present. Further, although all of our properties are cleaned between lets and regularly 'deep cleaned', we cannot guarantee that properties will be completely free from pet hair.

10. AMENITIES

The use of accommodation and amenities is entirely at the users' risk and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings. However we do not seek to exclude or limit legal liability for the negligence

Further, we the owners will not be liable to you, any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building work at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstance.

11. PARTY NUMBERS/COMPOSITION

In no circumstances may more than the maximum numbers of persons, as stated in the website, occupy a property. The Owners reserve the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the

Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. The Owners reserve the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

12. YOUR RESPONSIBILITIES

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. If a property is not left clean and tidy, any additional cleaning costs will be charged to the hirer. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed. The property must be vacated by 10.00 am on the day of departure, along with any parking provision.

13. DAMAGE

All damages and breakages are the legal responsibility of the Hirer and should be reported immediately and before the end of the holiday. The reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of Hire by you or other members of your party shall be payable on demand to the owners who may also, at their discretion, refuse further bookings. Any Good Housekeeping/Security Deposits charged will be cashed on receipt to allow for bank clearance and reimbursed promptly after the holiday (less any deductions which may be incurred). The Owners have the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). The Owners reserve the right to repossess the Holiday Home at any time where you or any member of your party has caused damage, and in such circumstances the Owners shall not be liable to make a refund of any remaining portion of the hire terms paid.

14. LITERATURE

The Owners take every care to ensure the accuracy of the property descriptions. All information in on the website is given in good faith and is believed to be correct at the time of going to press, but the Owner cannot be held responsible for changes beyond their control, which may become known after publication of this literature. In addition, whilst Desmond House may be described as non-smoking or no pets, this cannot be guaranteed The Owners description of Desmond House shows what amenities that property has but generally does not state what is not in the property.

15. AVAILABILITY

The Hiring Contract is made on the understanding that the holiday home and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of the Owners, then the Owners may be forced to cancel the booking and you will be advised as early as possible. You will be entitled to a refund of all monies due. You will not as a result have any further claims against the owner. Please note that reservation requests taken via our website are not confirmed bookings until we have contacted you and accepted a deposit.

16. COMPLAINT PROCEDURE

If the Hirer wishes to make a complaint about anything connected with its hire of the property it should contact the owners as soon as reasonably possible prior to departure. In the event the Hirer does not have phone reception where they are staying, the Hirer must make reasonable efforts to make a call from a nearby public telephone or send us an email.

The owners will then consider the complaint and take action to resolve this any issues as soon as reasonably practicable.

In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied the Owners of the property the opportunity to address the issue during the Hirer's stay.

The Owners of the property do not accept responsibility for work taking place outside the boundary of the property, or for noise or nuisance resulting from third party activity over which the Owners of the property have no control.

17. DATA PROTECTION

We will process your data in accordance with our Privacy Policy which also details your rights and how to contact us in relation to any data protection queries.

At all times your data will be held securely and protected in line with Desmond House's obligations under UK data protection legislation. Your party names and contact details will only be used by the Owners in order to allow the Owner to manage your holiday and give you the best possible experience.

18. LEGAL

In the event of any dispute between parties it shall be referred to the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is situated. Any contract between the parties shall be governed by English law and jurisdiction. Any disputes arising between you and the Owner, if not mutually resolved, shall be referred to a single arbitrator agreed, or in the default of such agreement, to the President for the time being of the Law Society or Institute of Arbitrators. In either case, such arbitration would be subject to the provisions of the Arbitration Act of 1996 or any statutory modification thereof for the time being in force. All parties will contribute equally to the cost of Arbitration.

These Booking Conditions supersede any previous issues.