



## TERMS AND CONDITIONS

### 1 General

1.1 Cliff Hollow ("The Property") will be deemed as The Owner ("Us/We/Our"). Cliff Hollow is a trading name of Malaby Holdings Ltd which is a limited company registered in England (company number 105139). The registered address is Bore Hill Farm Biodigester, Deverill Road, Warminster, Wiltshire, BA12 8FB.

1.2 The person making the Booking will be deemed to be The Guest ("You/Your") and as such will be responsible for the Booking.

1.3 The Contract of letting is between The Guest and The Owner.

1.4 This Agreement is made on the basis that the property is to be occupied by The Guest and his/her invitees for a holiday as defined in the Housing Act 1988 Schedule 1 Paragraph 9 and they acknowledge that the tenancy granted by this Agreement is not an Assured Tenancy and that no statutory periodic tenancy will arise when it ends.

### 2 Making a Booking

2.1 Bookings should be made by post or online.

2.2 The names and numbers of all adults and children under 16 years of age in Your party are required on the Booking Form.

2.3 In the case of Group bookings the agreement will be between the lead member of Your party and Us; not individual members of the group.

2.4 Bookings cannot be accepted from persons less than 18 years of age. Group bookings of single sex parties are not allowed unless by special arrangements with Us (deposit payments may be required).

2.5 A completed Booking Form must be sent from You and received by Us within 14 days (inclusive) of the date of making the provisional booking, or if such time is not available prior to the date of arrival, within a maximum of 48 hours from the provisional Booking.

2.6 If confirmation is not received by Us within the periods stated in condition 2.5 We reserve the right to release the provisional Booking and to re-let The Property after such periods have elapsed without notice.

2.7 A Booking is complete once you have received confirmation from Us in writing.

### 3 Booking Deposit

3.1 If the Booking is made 8 weeks or more before the holiday start date a Booking Deposit of 30% must accompany the completed Booking Form.

3.2 If the Booking is made less than 8 weeks before the holiday start date the Final Amount is required with the completed Booking Form.

3.3 The deposit is only refundable if We are able to re-let The Property prior to the holiday start date or refer to condition 3.4.

3.4 **Covid-19.** If you have paid Your Booking Deposit and wish to cancel your holiday due to Covid-19 related illness or cannot agree to Our Guest Charter and Our Terms and Conditions Your Booking Deposit can be transferred to an alternative date or be refunded.

### 4 Cautionary Deposit and Final Amount

4.1 A Cautionary Deposit is charged to cover the value of any damages (breakages, loss, theft or misuse) caused to The Property or its contents during the period of Your holiday.

4.2 The Final Amount is the Total Rental Payment for the holiday plus the Cautionary Deposit and must be paid 8 weeks prior to the holiday start date. If the Booking is made less than 8 weeks in advance of the holiday start date, payment of The Final Amount is required in full at the time of booking.

4.3 Non-payment of condition 4.1 may result in cancellation of the Booking.

4.4 We are not responsible for sending reminders of condition 4.2.

4.5 **Covid-19.** If You agree to Our Guest Charter and Our Terms and Conditions Your Final Amount will be due 8 weeks prior to the holiday start date as usual. If at this time You wish to cancel Your holiday, You must inform Us immediately and You will either be able to transfer Your Booking to an alternative date or be refunded. Within 8 weeks of the holiday start date, transfers and refunds will only be given if one of Your party has tested positive for Covid-19 and You must provide Us with a copy of the positive test result or if there is a change in government guidelines which would prevent You taking Your holiday.

### 5 Changing a Booking

5.1 Once a Booking has been accepted and confirmed by Us the Booking can only be changed with Our written agreement.

### 6 Cancellation

6.1 If you wish to cancel Your holiday You must notify Us in writing immediately.

6.2 A Booking can only be cancelled prior to the holiday start date.

6.3 If you have to cancel Your holiday at any time prior to the holiday We will make every effort to re-let the Property on Your behalf notwithstanding conditions 3.4 and 4.5. However it is strongly recommended that You take out appropriate holiday insurance.

### 7 Duration and Times of Letting

7.1 Lettings commence at 5:00pm on the first day of the letting and end at 10:00am on the day of departure unless otherwise notified.

7.2 The period booked cannot be exceeded unless We give prior approval. You will be liable for any cost of whatever nature incurred because of an unauthorised extension.

### 8 Your Obligations

8.1 You agree:

(a) not to arrive at the Property before 5:00pm on the day of arrival and to vacate the Property by 10:00am on the day of departure.

(b) to pay for any losses or damages to the Property, caused by You or any member of Your party (reasonable wear and tear excluded, which for the avoidance of doubt means repairs that are decorative and wear out or come adrift in the course of reasonable use) which will be determined at Our discretion.

(c) to take good care of the Property and leave it in a clean and tidy condition at the end of Your holiday. You must report and pay to Us the cost of any damage or breakages made during Your occupancy. A cleaning service is not provided during the letting unless otherwise specified or agreed. Should We be dissatisfied with the condition of the Property upon Your departure, We may refuse to take a Booking from you again.

(d) to permit Us or Our appointed agents reasonable access to the Property.

(e) not to part with possession of the Property, or share it, except with those members of Your party stated on the Booking Form.

(f) not to sell or transfer the Booking to another party without Our written agreement.

(g) that the total number of people staying at The Property does not exceed the total number of people stated on The Booking Form and that You may not sub-let the Property.

(h) not to have anyone other than those detailed at the time of Booking and listed on the Booking Form staying at the Property.

(i) not to use the Property for any business purposes without Our prior agreement.

(j) That if You commit a serious breach of these Terms and Conditions We will be entitled to terminate Your booking and if You are already at the property We may require You to vacate it immediately. A serious breach of these Terms and Conditions includes, without limitation, failure to comply with rules of the house or health and safety advice or circumstances where Your behaviour, or that of any members of Your Party or pets, is likely to have a significant adverse effect upon those staying or living nearby the property. In the event of You committing a serious breach of these Terms of Business no refund of the fees You have paid will be returnable to You.

(k) to abide to the terms of Our Guest Charter.

### 9 Cautionary Deposit

9.1 We shall retain all or part of the Cautionary Deposit in order to remedy any breach of the obligations set out in clause 8 above and shall be entitled to charge any additional amount where the Cautionary Deposit does not cover the cost of remedy.

9.2 The Cautionary Deposit is usually the sum of £300.00 and it is payable with the Balancing Payment. It is non-interest bearing.

9.3 Where no breach of obligations set out in clause 8 above has occurred, You will be refunded the full amount of the Cautionary Deposit within 1 month of the end of Your holiday.

### 10 Non-availability of the Property

**10.1** If for any reason beyond Our control the Property is not available on the date booked, or the Property becomes unsuitable for holiday letting, all monies paid by You will be refunded in full and We may cancel Your Booking. You will have no further claim against Us.

#### **11 Liability**

**11.1** We will not be liable for any loss or damage suffered by You or any member of Your party or to Your or their property, except where such loss or damage is due to Our negligence. If We are negligent our liability to You will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from our negligence, Our total liability to You in respect of any breach of these Terms of Business or tort or other act or omission by Us in connection with this contract shall be limited in aggregate to the price agreed to be paid by You for the right to use the property for the period agreed.

**11.2** Where You are a customer acting in the course of a business, this Condition shall apply instead of the one before. We do not accept liability to Guests acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from Our negligence, the maximum limit of Our liability to business customers, whether in contract, tort negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by You for the right to use the property for the period agreed.

**11.3** We accept no responsibility for personal injury to You or members of Your party or loss of or damage to Your or Their property or for other matters over which We have no control.

**11.4** We accept no responsibility for any damages, injury or death that may occur as a result of You or any member of Your party not adhering to any information We have conveyed to You in written documentation, orally or electronic form regarding dangers, perils or risks associated with The Property. For the avoidance of doubt this includes but is not limited to booking documentation and information available on the Cliff Hollow website.

#### **12 Pets**

**12.1** Pets are only permitted with the prior consent of Us and where such pets are permitted; they are to be kept under control and exercised off the Property.

**12.2** Pets are not permitted upstairs or on the furniture and We cannot accept responsibility for their safety. Pets must not be left in the Property unsupervised as this can result in considerable damage to the Property and distress to the pet.

**12.3** It is Your responsibility to ensure Your pets do not disturb those in adjoining properties or nearby and, on departing from the Property, it is Your responsibility to ensure that You have cleared up after Your pets and that there is no trace of Your pets having been at the Property.

**12.4** We reserve the right to charge You a fee for the cost of rectifying any damage to the Property by Your pets.

#### **13 Method of Payment**

**13.1** Payments must be made either by cheque payable to Malaby Holdings Ltd (drawn from a UK bank only) or by online transfer (account details will be given at the time of booking).

**13.2** Post-dated cheques are not acceptable.

**13.3** Any charges raised against Us by Our or Your bankers for handling dishonoured cheques, bank transfers or any other payments will be passed on to You and You are liable to reimburse Us within 7 days of receipt of notification from Us.

#### **14 Overseas Bookings**

**14.1** Overseas guests must pay by either Sterling cheque drawn on a UK bank or by online transfer. Any charges for such payments will be passed on to You.

#### **15 Eligibility**

**15.1** We reserve the right to accept or refuse any Bookings at Our absolute discretion.

#### **16 Information published**

**16.1** Although every effort is made to ensure the accuracy of the information contained in the brochure or any other document at the time of printing We cannot accept responsibility for any errors or omissions and We reserve the right to vary, amend, or cancel any of the arrangements featured in the brochure or other documents should such alterations be necessary. We will of course, endeavour to inform you of such changes. Prices may be subject to change without prior notice. However, Your price is guaranteed once You have received written confirmation from Us.

#### **17 Complaints**

**17.1** All complaints must be notified to Us as soon as reasonably practicable, as We or Our appointed agent may be required to carry out on-the spot investigations and if necessary, carry out remedial action.

**17.2** Under no circumstances will compensation be considered for complaints raised after the holiday has ended when You have denied Us and/or Our caretakers the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.

#### **18 Linen**

**18.1** Bed Linen, bathmats and towels are changed between lettings.

#### **19 Electricity & Water**

**19.1** Charges for the reasonable use of these supplies are included in the Rental Payment. Any excessive use will be billed to the relevant guests in addition to a £20 administrative charge.

#### **20 Telephone**

**20.1** A landline and handset are provided for essential calls only. All calls will be checked upon receipt of the bill and any excessive use will be billed to the relevant guests in addition to a £20 administrative charge.

#### **21 Breach of Contract**

**21.1** If there shall be a material breach of any of these terms and conditions by You, we reserve the right to re-enter the Property and terminate the letting.

#### **22 Governing Law and Jurisdiction**

**22.1** The agreements between You and Us are subject to English Law and to the exclusive jurisdiction of the English Courts.

#### **23 Authority to Accept**

**23.1** The leading member of the party who completes the Booking and therefore accepts the terms of these Booking conditions confirms that:

- (a) he or she is authorised to agree the booking conditions on behalf of all members included on the Booking, including those substituted or added at a later date.
- (b) he or she is over eighteen years of age and a member of the party intending to occupy the Property; and
- (d) he or she agrees to take responsibility for the party occupying the property.

#### **24 Discrepancies**

**24.1** In case of a discrepancy between these booking conditions and any other contents of Our conditions, these conditions will prevail.

**24.2** In the event of inconsistency between these booking conditions and any other information regarding the property, these booking conditions will prevail.

#### **25 Data Protection and Privacy**

**25.1** We are committed to protecting Your privacy. We will not pass on Your details to any third parties for any advertising, marketing or promotional purposes and We will only use the information that We collect about You lawfully to process Your Booking, in accordance with the Data Protection Act 2018.

#### **26 Validity Clause**

**26.1** If any provision of these Booking Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Conditions.