

Booking Terms and Conditions For The Potting Shed

Within these Booking Terms and Conditions:-

"**You**" and "**your**" means the person whose name appears in the booking confirmation but these Booking Terms and Conditions apply to all other persons staying in the Potting Shed (including anyone who is added or substituted at a later date).

"**We**", "**us**" and "**our**" means the owners of the Potting Shed, Cowdenknowes, Earlston Berwickshire TD4 6AA.

"**booking**" means the process set out below leading to the formation of the booking contract;

"**booking contract**" means the legal binding agreement between you and us which comes into effect once a booking is confirmed.

"**property**" means the Potting Shed, Cowdenknowes, Earlston Berwickshire TD4 6AA.

"**force majeure**" means any event which we or the Owner could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our or the Owner's control.

By booking a stay at the Potting Shed, you agree to enter into a contract with us subject to the Booking Terms and Conditions which are set out below. The contract commences when we have issued the written booking confirmation to you which will be done via email..

1. General terms and conditions

- 1.1 You must be aged 18 years or over when the booking is made.
- 1.2 We reserve the right to refuse any booking for any lawful reason.

2. Booking procedure

- 2.1 A deposit of 25% of the total rental cost must be made at the time of the provisional booking to secure the booking.
- 2.2 Bookings made within eight weeks of the arrival date at the property must be paid in full at the time of the provisional booking.
- 2.3 All bookings (including online bookings) remain provisional until payment has been received. Unless payment has been made within 48 hours of making the provisional booking (unless otherwise agreed with us), the provisional booking will be treated as cancelled.
- 2.4 Once the provisional booking has been accepted and all payments due have been made, we will send you confirmation of the booking by email. Please contact us immediately if any information which appears on the booking confirmation is incorrect or incomplete.
- 2.5 All bookings remain provisional until confirmed by us in writing via email at which point the booking contract is formed.
- 2.6 The balance of the rental cost must be paid in full eight weeks prior to your date of arrival at the Potting Shed unless you have already authorised us to take the balance of payment from your debit or credit card. A reminder will be sent to you by email one week before this date. Failure to comply with our payment terms may lead to the booking being treated as cancelled whereupon our standard cancellation terms will apply.

3. Prices and Payment

- 3.1 Quoted prices are for accommodation only and include cleaning on departure, bed linen and towels, electricity, water, central heating, logs and kindling. There is an additional £10 charge for a travel cot and high chair and an additional £25 charge for a mattress and bedding for the box room.
- 3.2 Payments can be made in UK sterling by bank transfer, by credit or debit card or by cheque. You will reimburse us for any charges raised against us for handling dishonoured cheques, overseas bank transfers or other payments.

4. Security Deposit

- 4.1 A security deposit of £150 is required to cover the cost of any damage or breakages to or at the Potting Shed, its contents or grounds, any additional cleaning required over the time allowed for a standard departure clean,

replacement of lost or non-returned keys (and replacement of locks if necessary), the cost of professionally cleaning the soft furnishings where the *no smoking* rule has been ignored, replacement of soiled mattresses, late departure (if not agreed) or over occupancy of guests or pets.

- 4.2 If you pay the balance of the booking fee by bank transfer or cheque, credit or debit card details for the security deposit must be provided at time of payment. You agree to us holding your card details for the purpose of payment of the security deposit or any part of it or for any additional sums which are payable by you in accordance with the conditions set out below.
- 4.3 If you fail to provide credit or debit card details for the security deposit on request, we reserve the right to treat the booking as cancelled whereupon our standard cancellation terms will apply.
- 4.4 We will inspect the property after your departure and will only notify you within 48 hours of departure from the property if there is cause to charge any proportion of the security deposit
- 4.5 The costs referred to above will be charged to your credit or debit card which we hold for the security deposit.
- 4.6 If the security deposit is not sufficient to cover the costs referred to above we will charge the full amount of the security deposit and the balance over and above this sum to your credit or debit card on the date that is 14 days after the amount has been notified to you.
- 4.7 We will liaise with you to seek to resolve any security deposit issues within four weeks following your departure from the property unless there is a dispute over damage or we are awaiting bills/proof of damage.

5. Your Obligations

- 5.1 The Potting Shed will be available for you from 4pm on your arrival day and you must vacate the Potting Shed by 10am on the day of departure unless special arrangements have been agreed in advance. Failure to check out on time may result in a charge of £50 being made to your security deposit.
- 5.2 You must keep the property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the date of your arrival and in the same state of general order in which they were found. We reserve the right to make a deduction from your security deposit for any additional cleaning required over the usual number of hours committed to departure cleaning.
- 5.3 You will be charged for the cost of replacing bed linen and towels with permanent staining including those from fake tan, hair dye or make up.
- 5.4 The Potting Shed is strictly no smoking and if you fail to observe this prohibition you will be charged a penalty in addition to the cost for the cleaning of soft furnishings and any other additional cleaning required to remove all traces of smoke from the property.
- 5.6 Please let us know as soon as possible about any damage to the property or breakages. We understand that accidents happen but to enable us to replace damaged or broken items it is important that we know about them as soon as possible. Charges for minor damage and breakages (up to the value of £50) will be at our discretion.
- 5.7 You are expected to behave in the appropriate manner at all times. Should you or a member of your party abuse the property or display dangerous, disrespectful, offensive or rude behaviour, undertake any illegal activity, or any activity which may cause damage, or unreasonable noise or disturbance we reserve the right to require the person(s) concerned to leave the property.
- 5.8 You must not exceed the maximum number of guests or pets permitted to occupy the Potting Shed as stated in your booking confirmation.
- 5.9 In the event of any breach of the obligations set out above you may be asked to vacate the property and in these circumstances the booking contract will come to an end immediately without any refund of payments made by you or any compensation for early termination. You will be liable for any costs or damages stipulated in these Booking Terms and Conditions caused by your breach and such costs and damages can be charged to the security deposit.

6. Our liability and obligations

- 6.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the booking contract. However, we do not accept liability for any loss, damage, injury or death howsoever caused to you (or anyone in your party) or to your vehicles or personal property in circumstances where we have not been negligent. Any valuables left at the property are

left at your own risk. It is your responsibility to ensure that all doors and windows are closed and locked when leaving the property.

- 6.2 Children within your party should be monitored by you at all times and it is your sole responsibility to check the suitability of any children's equipment which is provided at the property as we can't accept any responsibility for its use.
- 6.3 We are not responsible for noise or disturbance originating beyond the boundaries of the property.
- 6.4 We are not responsible for the failure or interruption of the supply of water, electricity or broadband to the property or the removal of waste water from the property or for the breakdown of domestic and mechanical equipment such as heating or plumbing systems, In such circumstances, we will take all reasonable steps to reinstate the supply or service or repair any equipment as soon as practicable.
- 6.5 We accept no responsibility for any failure of the broadband service, nor can a minimum speed be guaranteed, particularly given the rural nature of the Potting Shed.
- 6.6 We cannot accept liability or pay any compensation where performance of our obligations to you is affected or prevented by or you otherwise suffer any damage, loss or expense of any nature as a result of force majeure.

7. Access to the property

- 7.1 We have a right to access the property at any reasonable time during your stay to carry out essential maintenance. We will endeavour to give reasonable notice to you if practicable. Gardeners and maintenance staff may also enter the grounds during your stay but will try not to interfere with your enjoyment of the property.

8. Complaints

- 8.1 Please contact us promptly if there are any issues or complaints during your stay so that we can address the matter. If we are unable to resolve the matter to your reasonable satisfaction during your stay, you should put your comments in writing within seven days of your departure from the Potting Shed.
- 8.2 We cannot accept complaints unless this procedure is followed. Complaints received after your holiday will not be accepted if we have not had prior notification of them and been given the opportunity to put matters right.

9. Alterations or cancellations of a booking by you

- 9.1 Where possible we will endeavour to allow you to change the dates of a booking providing the Potting Shed is available for the new dates requested however we cannot guarantee to do so. Any difference in price must be met by you or will be refunded to you on confirmation of the new booking. Otherwise the original booking will be treated as a cancellation and the cancellation terms will apply.
- 9.2 Cancellation by you of your booking must be given in writing. The effective date of cancellation is the date we receive written notification.
- 9.3 A cancellation charge equivalent to the deposit will be charged for cancellations made more than 56 days before the holiday start date. For cancellations made less than 56 days before the start of the holiday, there will be no refund and the full booking cost will be charged.
- 9.4 If you cancel we will endeavour to obtain a replacement booking. If a replacement booking is obtained, we will refund all monies paid by you for the rental, less any difference between the total price you paid or would have paid for the rental and the price paid by the replacement guest.

10. Alterations or cancellations of a booking by us

- 10.1 In the interest of continual improvement we reserve the right to make minor modifications to furniture, amenities and facilities without any prior notice.
- 10.2 In the unlikely event that the property is not available on the date booked (owing for instance to essential major repairs, flood or fire damage or unforeseen sale of the property), if requested and if available we will try to arrange alternative accommodation of a similar type, price, standard and location. Alternatively, a refund of all monies paid by you to us will be made.

11. Dogs

- 11.1 Two small or one large well-behaved dog are welcome in Potting Shed subject to the conditions set out below.
- 11.2 In the event of you breaching the obligations set out below you may be charged a penalty fee or asked to vacate the property and the booking will terminate immediately without any refund or compensation but you will continue to be responsible for any costs stipulated in these Booking Terms and Conditions and we have the right to deduct such costs from the security deposit.
- you must not exceed the number of dogs allowed in the property and specified on the booking form unless by prior agreement with us;
 - dogs must not be left alone in the Potting Shed at any time as this may cause distress to the pet or damage to the property.
 - dogs are not allowed in the bedroom or on furniture within the Potting Shed;
 - in the interests of hygiene and out of consideration for others, you must remove all traces inside and outside the Potting Shed of dog occupation before final departure including dog hair and dispose of any mess.
 - dogs must be free from fleas or parasites. Fleas or parasites found in the property after occupation with your dog will result in you being charged a fee for fumigation of the property which will be deducted from your security deposit;
 - you are responsible for any damage both inside or outside the property caused by your dog and any associated costs will be deducted from your security deposit. If extra cleaning is required (above the usual number of hours committed to departure cleaning) after your occupancy with your dog, this will be deducted from your security deposit; and
- 11.3 We cannot be held responsible for the safety of your dog whilst staying at the property.

12. Accuracy of marketing materials

- 12.1 The contents of our web site and any online or offline marketing materials have been prepared in good faith. We will inform you of any significant changes at the time of booking or as soon as possible afterwards if you have already booked, but we shall not be liable for any minor or insignificant inaccuracy in descriptions and information.
- 12.2 We cannot accept responsibility for any changes or closures to local amenities or attractions mentioned on our web site and in other marketing material.

13. Privacy Policy

- 13.1 We make it our highest priority to ensure that the personal information you provide to us is secure and remains confidential at all times. We will not sell or otherwise disclose your personal information to third parties. We will only disclose any personal information where the law either requires or allows us to do so.

13.2 By booking with us, your details will be added to our database to keep you updated on news and information about the Potting Shed that we think may be of interest to you. Please let us know if you would like your details removed from our database after your holiday.

14. How to contact us

14.1 If you have any questions or complaints, please contact us by telephone on 01896 848124 or 07792821361, or email at kate@pottingshedholidays.com.