

In these terms and conditions the following terms have the following meanings:

'Accommodation' means the house shown in the confirmation invoice together with the Communal areas or as may otherwise be agreed in writing between Ruby Farmhouse Cottages and the Visitor;

'Agreement' means the agreement between the Ruby Farmhouse Holiday Cottages and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

'Visitor' means the person named on the confirmation invoice.

1. Agreement

1.1. The making of a booking (unless cancelled within 7 working days of receipt of the confirmation invoice) will form an agreement on these Terms and Conditions between the Visitor and Ruby Farmhouse Holiday Cottages for the holiday rental of the Accommodation.

1.2. Ruby Farmhouse Holiday Cottages permits the Visitor to occupy the Accommodation for the holiday period shown on the confirmation invoice together with the use of its contents.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these terms and conditions.

2. Booking and Payment Terms

2.1. For bookings made 8 weeks or more in advance, the booking for a holiday will be effective when a deposit of 25% of the holiday price has been received by Ruby Farmhouse Holiday Cottages. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days. The full balance of the total holiday cost will be payable not later than 8 weeks before the holiday begins.

2.2. For bookings made for a holiday less than 8 weeks away, full payment must be made at time of booking.

3. Cancellation

3.1. If a visitor wishes to cancel a booking it must give Ruby Farmhouse Cottages notice in writing as soon as possible. On receipt of the written cancellation Ruby Farmhouse Holiday Cottages will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the

period, will refund the relevant proportion of the money paid less £50 to cover office administration. If we fail to re-book the accommodation, then the balance of the holiday cost is still payable on the due date.

3.2. If, following a booking, the full balance is not paid on time, Ruby Farmhouse Cottages shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by Ruby Farmhouse Holiday Cottages then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

4. Right to Refuse/Alter

4.1. Ruby Farmhouse Holiday Cottages may, at its discretion, refuse any booking.

4.2. Ruby Farmhouse Cottages may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) due to circumstances beyond the reasonable control of Ruby Farmhouse Cottages; or (b) to perform or complete essential remedial or refurbishment works.

4.3. If a booking is altered or cancelled by Ruby Farmhouse Holiday Cottages it will take reasonable steps to offer a suitable alternative booking. If Ruby Farmhouse Holiday Cottages is not able to offer such an alternative or the Visitor does not accept the alternative offered, Ruby Farmhouse Holiday Cottages will return to the Visitor the relevant proportion of the money paid by the Visitor to Ruby Farmhouse Holiday Cottages in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

5. Change of Booking

5.1. Transferred bookings are not normally permitted e.g. a transfer from one cottage to another, a change in the Visitor or a transfer from one date to another.

5.2. Ruby Farmhouse Holiday Cottages may, at its discretion, accept transferred bookings subject to payment of a fee of £20.00. However, transferred bookings will not normally be accepted within two months of the visitors' holiday or from one calendar year to another

6. Maximum Numbers of Visitors

6.1. Occupation must be limited to the maximum number of persons for the Accommodation stated on the Ruby Farmhouse Holiday Cottages website, in the available beds only.

7. Services

7.1. The holiday price will include all charges for water, electricity. Linen and tea towels are provided. Towels are not provided

8. Liability and Loss of Visitor Property

8.1. Ruby Farmhouse Holiday Cottages will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors: a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party; b) where such loss or damage is not a reasonably foreseeable result of any such breach; or c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of Ruby Farmhouse Holiday Cottages.

9. Pets

9.1. Well behaved dogs are permitted at Ruby Farmhouse Holiday Cottages. They must be prevented from chasing any other animals on land at Ruby Farmhouse Holiday Cottages. No other domestic pets can be accepted in Ruby Farmhouse Holiday Cottages.

10. Right of Entry

10.1. As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. Ruby Farmhouse Holiday Cottages and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs.

10.2. Ruby Farmhouse Holiday Cottages will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 – 15.30. Unless in the case of an emergency repair.

11. Visitor Obligations

11.1. The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

11.2. The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

11.3. The Visitor must allow Ruby Farmhouse Holiday Cottages and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

11.4. The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Ruby Farmhouse Holiday Cottages or to any neighbours.

11.5. Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.

12. Damages and Security Charge

12.1. Ruby Farmhouse Holiday Cottages recommends that Visitors hold personal insurance for accidental damage and personal liability.

12.2. If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to Ruby Farmhouse Holiday Cottages immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

13. Occupation

13.1. The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

14. Water Supply

14.1. Ruby Farmhouse Holiday Cottages cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought or for any other reason outside of Ruby Farmhouse Holiday Cottages' reasonable control.

15. Comments/Complaints

15.1. Every reasonable care will be taken to ensure that the

Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact Ruby Farmhouse Holiday Cottages.

15.2. Ruby Farmhouse Holiday Cottages is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify Ruby Farmhouse Holiday Cottages or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

15.3. Visitors must provide a contact telephone number and suitable time for Ruby Farmhouse Holiday Cottages to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of Ruby Farmhouse Holiday Cottages to resolve problems or complaints.

15.4. Visitors must formally confirm any unresolved complaint in writing to Ruby Farmhouse Holiday Cottages within 28 days of return from holiday.

16. Arrival and Departure Times

16.1. The Visitor and his or her party must arrive after the arrival time (4pm on the first day of the holiday period) and depart before the departure time (10am on the last day of the holiday period). Any stay that extends over this period will be subject to a charge being made for additional days.

16.2. The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

17. Right to Evict

17.1. Ruby Farmhouse Holiday Cottages may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if this is deemed necessary by Ruby Farmhouse Holiday Cottages, where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or any complaints are made of anti-social behaviour or unreasonable breakages or damage

occurs or smoking restrictions are not observed .

18. Governing Law

18.1. The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.