

Terms & Conditions – Limecombe

Definitions

The Cottage – Limecombe, Simonsbath, Minehead, Somerset, TA24 7SS.

We/Us – Exmoor Forest Farms.

You – the adult person in whose name the booking is made and who is named on our invoice.

Your Party – includes you or any person staying in or visiting the property during your booking, other than people (such as contractors or our housekeeper) who we have asked to visit the property.

Your booking – your reservation of the cottage for the period of your stay, which will be set out on our invoice to you.

Parties to this Contract

This contract is between us (Exmoor Forest Farms) and you and all members of your party, who are jointly and severally liable to comply with these terms and conditions. You warrant that you have authority to bind all members of your party to this contract. You must tell us the full names, addresses and ages of all members of your party on request.

Accuracy of Description

Our promotional material, including our website, is as accurate as possible but the description and pictures in our promotional material do not constitute a term of our contract with you. The facilities and appearance of the cottage may change and we shall be under no liability in respect of any such changes. If you have a particular requirement, please check with us in writing that this will be available.

Communications

You agree that we may communicate with you regarding your booking via any convenient medium including but not limited to email, telephone and letter.

Formation of Contract, Acceptance of Terms and Initial Payment

Your contract with us will begin when we accept your booking by issuing you with an invoice for the cost of your booking. These terms will be issued together with our invoice for your booking, at which point a binding contract is formed on these terms and conditions. The invoice will state the amounts payable and when these are due. At this point, we will cease to market the cottage for the period of your booking and you will become liable for the full cost of the booking.

Once we have issued the invoice for the cost of the booking, we must receive any sum shown on the invoice as “due now” within 48 hours (whether this is the deposit or the full cost of your booking). If we have not received that payment within 48 hours of issuing the invoice, this will be treated as a cancellation and we will re-advertise the cottage for the period of your booking but you will remain liable to us in accordance with our cancellation terms below. We shall have no liability to you in this event.

Deposit

If it is more than 6 weeks from the time of your booking to the first day of your holiday, you are entitled to pay a non-refundable deposit of 30% of the total booking cost instead of paying for the full cost at the time of booking.

Balance

The balance is due 6 weeks before the day of your arrival, or at the time of booking where this is less than 6 weeks from the day of your arrival. Time is of the essence for payment of the balance on the due date. Timely payment is a condition of the contract. This means that if you fail to make any payment by the due date, we can treat the contract as at an end, whilst retaining our right to recover all sums due and/or to claim damages. It is your responsibility to make payment of the balance on time. We shall endeavour to send you a reminder to make payment of the balance before the balance is due but we do not undertake to do so and, whether we do or not, you will forfeit your deposit and booking if the balance is not received by us in full and on time.

Payment Methods

We only accept payment by bank transfer.

VAT

We will charge VAT at the prevailing rate where we are legally obliged to do so. In the event of a change in the prevailing rate of VAT, more or less VAT may be due and an adjustment will be made. You agree to pay us any extra VAT due as a result of a change in the prevailing rate.

Cancellation & Insurance

It is your responsibility to obtain adequate insurance cover against events that might result in you having to cancel your holiday. We strongly recommend that you take out such insurance and suggest it also covers you for accidental damage to our property.

Your contract with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not benefit from a ‘cooling off’ period. We do, however, offer you the right to cancel your booking and this contract on the terms below.

If you wish to cancel a booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written notification.

The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-letting the cottage. Our cancellation charges therefore increase as the start date of your holiday approaches. For the purposes of the table below, the full cost of the booking means the total amount payable in relation to your booking, as set out in our invoice to you.

Number of Days Prior to Booking Start Date	Cancellation Charge
More than 175 days (25 weeks)	30% of the full cost of the booking
175 days (25 weeks) to 43 days (6 weeks and 1 day)	50% of the full cost of the booking
42 days (6 weeks) or less or at any time after the start date	100% of the full cost of the booking

Changes to your booking

If you need to change the date of your booking, we may be able to accommodate this, subject to availability. You must request any change to your booking in writing. Any change of dates will be subject to an administration charge of £25 plus any increased cost of the cottage for the new dates.

Arrival and departure time

The cottage will be available to guests from 4pm on the day of their scheduled arrival or as stated in the email that will be sent with access arrangements in advance of your holiday. It may be possible to arrange earlier access but this is without guarantee. The booking runs until 10am on the scheduled day of departure.

Your covenants

You promise:

- that you and all members of your party will abide by these terms and conditions and that you will be liable for any breach of these terms by anyone in your party;
- to indemnify us immediately on demand for all damage to the cottage or its contents;
- to indemnify us immediately on demand for our reasonable costs, including administration costs, of replacing any keys lost;
- to leave the cottage in the condition you found it (reasonable usage excepted). We reserve the right to charge a deep cleaning charge of £100 (in addition to any damage charges) if the cottage is in our opinion left in an unreasonable condition;
- not to use the cottage for anything other than leisure, holiday purposes without our express permission;
- not to cause a nuisance or disturbance to any other person on the Exmoor Forest Estate or to carry out any illegal or immoral activity at the cottage or in its grounds.

Usage – maximum numbers

The cottage sleeps a maximum of 10 people. It is prohibited for more than this number to stay overnight at the cottage. It is prohibited for additional people to camp in the garden or nearby and/or to use the cottage's facilities. Only babies in cots may be permitted in excess of 10 people and by specific agreement with us. If we agree to babies in cots, guests must bring their own cots and high chairs. Up to 4 additional guests at any one time may be invited to the cottage, for example to eat with you, but they must not stay overnight.

Reasonable usage of telephone

You or your party may use the telephone for emergency calls and calls to local pubs and restaurants and to call us about any issues with the cottage. You agree not to use the telephone for any other purposes. Should you do so, you agree to pay us for the cost of the calls as well as an administration charge of £25 for our costs in invoicing you for the calls made.

Items included and extras

The cost of your booking includes reasonable usage of electricity, central heating, water, bedlinen, towels and one bag of logs. You may purchase additional bags of logs from us at £5 per bag and disposable large barbecues at £8 each or small barbecues at £5 each. These are provided in the cottage on an 'honesty basis'. You agree that if you or your party use these extras you will be liable to us for these sums and that, if you do not leave the amounts due in the honesty box in the cottage, you will be liable for an additional £25 administration charge to cover our costs in invoicing you for these sums.

Owners' Access

We retain a right of access at all times to the cottage. We will seek to give notice if we need to enter the cottage at any stage during your stay but we cannot guarantee that it will always be possible to give notice or obtain your agreement.

Pets

Up to 2 well-behaved dogs are permitted strictly on condition that they are kept off the furniture, especially beds, that any dog fouling is cleared up and that they are never left alone in the cottage. Should this not be complied with, we reserve the right to charge a deep cleaning charge of £100 if in our opinion the cottage or garden is left in an unreasonable condition as a result of dogs. Assistance dogs are always welcome of course. No other type of pet is allowed in the cottage. The cottage is on a working hill farm: it is your responsibility to keep your dogs strictly under control in and around livestock.

Smoking, Candles, Fireworks and Drones

Smoking is prohibited within the cottage. You agree to pay us £500 immediately on demand (towards the cost of a deep clean of the cottage and soft furnishings) in the event that any member of your party smokes in the cottage. This includes vaping and smoking e-cigarettes. Candles are also prohibited due to the fire risk and fireworks are prohibited due to the risk to farm animals. Drones may only be used anywhere on the Exmoor Forest Estate with our written permission.

Damage

You agree to indemnify us against all loss and damage arising (including more than normally and reasonably anticipated amounts of cleaning) directly or indirectly to the property and its contents from any act or omission (whether deliberate, negligent or otherwise) by you or any person or animal in your party and, without limitation of the foregoing, to pay us immediately when asked to do so our costs in making good any such loss and damage and cleaning. If we have to take legal action against you, or consult a solicitor, you agree to reimburse us immediately when asked for the costs of doing so.

Even if you do not stay in the property yourself, you remain responsible for the acts of those people in your party who do stay there.

Refusal of future bookings

We reserve the right to refuse a future booking to you or any member of your party in our absolute discretion.

Problems during your stay and complaints

If you have any problem or complaint during your stay (which we very much hope you will not have), please raise this with us immediately during your stay to give us the opportunity to rectify the problem. We cannot rectify a problem after you have left and requests for compensation cannot be considered at a later date.

Liability

Our liability, whether for negligence or otherwise, shall not exceed the cost of your booking except for death or personal injury or other acts where we are not permitted by law to limit our liability. In the unlikely event that we have to cancel your booking, we shall refund all monies received by us in full, but our liability shall under no circumstances exceed this sum. We shall not be liable to you at all for any travel costs or indirect or consequential losses, whether caused by negligence, breach of contract or otherwise.

Your Property

You acknowledge that your personal belongings and vehicles and those of your party are left at the cottage during your stay entirely at your and your party's own risk. Without limitation of the foregoing, our liability shall under no circumstances exceed the cost of your booking.

Assignment and Third Party Rights

We may assign our rights under this contract to another party. You may not assign or otherwise transfer your rights under this contract to any other party. No one except you and us has any rights under this contract. Subject to our right of assignment, no other person shall be entitled to enforce any term of this contract whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Force Majeure

Very occasionally we may be unable to perform our obligations under this contract due to circumstances beyond our control such as fire, flood, exceptional weather conditions, epidemics, farm quarantine, war, industrial disputes, acts of terrorism, destruction or damage to the cottage or access track. In these circumstances, we shall refund all monies received by us from you in full, but our liability shall under no circumstances exceed this sum.

Termination

We reserve the right to terminate this contract at any time for any breach of any of these terms and conditions by you (or by any member of your party). If, in our opinion, you or any member of your party is unsuitable to continue their occupation of the cottage due to unreasonable behaviour, damage or nuisance to other people or any other breach of these terms, we may terminate this contract and repossess the cottage immediately. You will remain liable for the whole cost of the booking in such circumstances.

You may only terminate this contract early in accordance with our cancellation policy as set out above.

Law & Jurisdiction

This contract shall be governed by English law and the parties to this contract submit to the exclusive jurisdiction of the Courts of England and Wales. Any Court proceedings shall, if we so wish, be conducted at the County Court nearest us.