

TRADING TERMS AND CONDITIONS OF HIRE – Effective to all bookings made from 23rd May 2009. Bookings before this date – please see other Terms and Conditions of Hire.

Please read these before booking with us.

WOOLDOWN FARM HOLIDAY COTTAGES – TRADING TERMS AND CONDITIONS OF HIRE - Wooldown Farm, Marhamchurch, Bude, Cornwall EX23 0HP.

These booking terms apply to Wooldown Farm Holiday Cottages, and our employees otherwise referred to as 'We'/'Us'/'Our'/'owners' and the same under 'Wooldown Farm Holiday Cottages – Trading Terms and Conditions of Hire'. Customers shall be referred to as the person making the booking or to whom we supply services in respect of the booking 'You'/'Your'/'person(s)' and when the term 'party' is used in relation to 'Your' group as filled in by You on the booking form, which are one and the same under this 'Wooldown Farm Holiday Cottages – Trading Terms and Conditions of Hire'. By making a Booking with Us, You are deemed to accept these Booking Terms. Please read all of the following carefully.

(1) BOOKINGS

You must be over 18 years to make a booking and be able to enter into a legally binding contact. When a booking acceptance and hire invoice has been issued to You (the customer) booking the accommodation, a binding contract will then exist between Us and You. As outlined in section 4 below, all property details should be checked before making a booking.

The owners of Wooldown Farm Holiday Cottages primarily cater for family and partners holidays. Whilst groups of people are also catered for, failure to disclose full details of the number and sex of members of any party at the time of booking or upon arrival means that the owners of Wooldown Farm Holiday Cottages can at their discretion, cancel a booking prior to, upon arrival, or at any time during the stay of the party.

At any time, the owners reserve the right to refuse bookings by single sex groups, large parties and/or younger parties even if accompanied by an adult(s).

(2) CONDITIONS OF STAY

(2.1) TERMINATION OF HOLIDAY

We reserve the right to terminate Your holiday immediately without being liable for any refund or compensation where You or Your party engage in unacceptable behaviour that causes a disturbance and/or nuisance to other guests and/or neighbours and/or in a manner detrimental to the property/assets owned by the owners of Wooldown Farm Holiday Cottages. In this event, You will remain liable to pay the full hire price.

(2.2) ARRIVAL AND DEPARTURE

The usual time of take-over is 4.00 pm (subject to unavoidable delays), the property must be vacated by 10.00 am on the day of departure, or 10.15am in Wenna's Well, Buttermilk Barn, Dewdrop Dairy, Pengenna Parlour and the Corn Keep (unless otherwise agreed). Guests are obliged to leave everything in a clean and tidy condition and are responsible for any damage or loss sustained during their stay.

(2.4) PROPERTY OCCUPANCY & ADDITIONAL PERSONS

The total number in Your party shall not exceed the number stated by You on Our booking form and/or in an electronic format originating from You. The total party number stated by You must not exceed the capacity of the property as advised in our promotional literature (or below) and this shall be a condition of Your booking and contractual arrangement. If the owners of Wooldown Farm Holiday Cottages see that the capacity of the property has been surpassed, the owners reserve the right to ask all members of the party to leave the premises immediately (termination of holiday), without any further claim against the owners of Wooldown Farm Holiday Cottages. There will be no refund or any monies paid previously by the party, to the owners of Wooldown Farm Holiday Cottages as this shall be forfeited and used to cover the cost of any financial loss and/or inconvenience.

Persons not listed on the booking form (such as family/friends staying the area), or additional persons which are above the maximum property occupancy are not permitted to use any facilities, or enter the Wooldown Farm Holiday Cottages complex, unless the owners of Wooldown Farm Holiday Cottages have given permission to the booking leader.

Maximum Property Occupancies:

Wooldown Farmhouse, The Olde Coach House and the Wagoners up to 8 persons. Sunny Corner up to 5 persons. All other properties run by Wooldown Farm Holiday Cottages up to 2 persons.

This includes use of facilities provided by Wooldown Farm Holiday Cottages including the use of the play area, trampoline, swings, parking and persons entering the booked accommodation.

(2.5) BOOKING LEADER

The person or person(s) who placed the booking shall be responsible for the group in respect of staying at Wooldown Farm Holiday Cottages. In event of that person(s) not being present, the organiser or leader designated by the group shall be responsible for the group. If the group leader is unable to provide necessary information about the party, the owners reserve the right not to hand over the accommodation to the party.

We, as owners of Wooldown Farm Holiday Cottages reserve the right to refuse to hand over accommodation or leave accommodation in the hands of any person(s) who, in our reasonable opinion, is/are not suitable to take responsibility of a property or properties. In the event of this occurring, the contract shall be terminated and neither You or the owners of Wooldown Farm Holiday Cottages will have any further liability, all hire charges will be refunded or that proportion of charge that has not been used will be refunded.

In some cases, at the owners discretion, when booking, upon arrival or take-over the party may be asked to pay a security deposit. Members of the party or the leader as stated in the booking form will be informed of the deposit at the time of booking or otherwise upon arrival. Details of this payment will be made on the booking confirmation or stated and confirmed in writing at the time of arrival.

(2.6) FURTHER CONDITIONS

There may be further rules and conditions to ensure we comply with regulations relating to matters such as fire, health and safety. If you would like to check if there are further conditions please contact us.

(3) PRICING ERRORS

We, the owners of Wooldown Farm Holiday Cottages reserve the right to correct errors in confirmed prices. You will be contacted as soon as we are aware of any errors or discrepancies in our literature or contractual arrangement. In the case that the corrected price is higher and You do not wish to pay the additional amount, you will be entitled to cancel and receive a full refund of all monies paid to Us providing you notify Us within 15 days of being formally advised of the error.

We promise that we will not seek to correct any error in a confirmed price within 8 weeks prior to Your arrival date or more than 17 days after You make Your booking.

(4) PROPERTY DETAILS

We reserve the right to change property descriptions, images and prices, at any time. Due to the nature of our business, advertisements and property literature can become out of date, therefore it is Your responsibility to check any important property/site/complex details with Us.

(5) PAYMENT

When We have confirmed your booking, an initial deposit payment is required to fully secure the booking. If we do not receive an initial payment within 5 days of the booking date, unless it is formally agreed by Us, by default it shall be understood that You no longer wish to proceed with the holiday. In this case, Your booking and the legally binding contract between Us and You will be terminated and there will be no further claim against Us. Before We terminate Your booking, We will do our best to contact You to make sure the booking is no longer required.

If there are any outstanding balances due for the total holiday cost, they must be paid at least 6 weeks prior to Your holiday start date. For bookings made within 6 weeks of a holiday start date, the full amount shall be payable at the time of the booking within 5 days or at the discretion of the Owners.

We reserve the right to pass on any bank charges and other legitimate costs incurred if the payment is made in a currency other than sterling or by any other method of payment not normally accepted by Us or if we have to re-present a cheque or process late payments.

(6) YOUR CHANGES TO BOOKINGS

Subject to availability and payment, a Wooldown Farm Holiday Cottage property that has been selected more than 7 weeks before the holiday start date, may be changed providing a charge of £30 and any difference in price between the properties, is paid within 5 days.

Transferring a booking can take place if the person originally placing the booking introduces someone else/another party at any time, providing You pay the administration fee of £30.00, notify us of any changes prior to arrival and pay any outstanding balance on the property booking. A transfer can only take place on the condition that We accept the new party, therefore a new booking form must be filled out and sent to Us by the new party before a transfer can take place.

(7) CANCELLATION OF BOOKING BY YOU

Should You have to cancel your holiday for whatever reason, the owners of Wooldown Farm Holiday Cottages should be notified by telephone immediately and should be confirmed by email and/or post within 5 days. A cancellation is only effective from the date the owners of Wooldown Farm Holiday Cottages receive written notification, by post and/or email.

In the event that a cancellation occurs, You are still liable for the balance of hire money, unless you take out the optional cancellation cover with Wooldown Farm Holiday Cottages and the situation complies with the reasons covered (see section 8). The owners of Wooldown

Farm Holiday Cottages will endeavour to re-let your holiday. If Your holiday is re-let after You have paid Your balance of hire money, the owners will refund the whole or part of the money (excluding the booking deposit / or 30% if not clear, which you shall be), an amount which shall be the total of any difference in cost between the original full hire charges to You and the cost of the said property, minus the period of stay being re-let.

If an early booking has been made, on the condition that notice of a cancellation for any reason has been given at least 10 months prior to Your holiday start date, an unconditional refund of the money You have paid to the owners of Wooldown Farm Holiday Cottages will be issued, minus an administration charge of £30.

Any cancellation we receive will be acknowledged by us in writing.

(8) CANCELLATION COVER

Cancellation cover may only be taken out at the time of booking and only applies to holidays booked at Wooldown Farm Holiday Cottages. If you have to cancel your holiday for one of the reasons listed below you are covered up to the total amount of monies You have paid to Wooldown Farm Holiday Cottages for the related holiday, up to and including the day before Your holiday, provided supporting evidence is supplied i.e. Doctors Certificate, Redundancy Notice, etc.

Reasons covered:

- A member of your party, or a close relative or friend suffers a serious illness, accident or death which you did not know about at the time of booking.
- A member of the party serving in HM Forces is subject to an unforeseen posting (other than arising from war or similar hostilities); and Your party is prevented from going on holiday.
- A member of Your party is called for Jury Service or as a witness in a court of law.
- A member of Your party is made redundant (after 12 months continuous employment) within 2 weeks of the holiday start date.

Cancellation cover does not cover termination/cancellation of Your holiday by the owners of Wooldown Farm Holiday Cottages (see section 2.1).

(9) PERSONAL HOLIDAY INSURANCE

It is strongly advised that guests take out personal holiday insurance for their holiday.

(10) AVAILABILITY OF PROPERTY

A property is selected and confirmed as booked on the understanding that the property will be available for customer(s) use on the date agreed. In certain circumstances, 'force majeure' (see section 22), does not make the holiday possible. In the event of this happening, the owners of Wooldown Farm Holiday Cottages have the right to cancel Your booking. If available, We will endeavour to offer an alternative property. As owners, we will refund all monies paid to Us in full if an alternative property cannot be provided or you do not wish to accept an alternative property on offer.

If a cancellation arises from 'force majeure' as defined below, our liabilities are limited to offering You an alternative property or full refund. The owners of Wooldown Farm Holiday Cottages cannot pay any compensation or meet expenses or other costs You may incur as a result of any such cancellation or change which is beyond their control.

(11) AVAILABILITY OF AMENITIES, FACILITIES AND SERVICES

The owners of Wooldown Farm Holiday Cottages reserve the right at any time to withdraw amenities or facilities or the whole or any part of any programme of activities which have been advertised previously available without prior notice where it is reasonably necessary to do so due to repairs, maintenance, weather conditions, considerations of safety and circumstances beyond the owners control. Availability of amenities or facilities may be limited outside the main holiday season. The trampoline is available as a guide from Easter until the end of October half term.

Services advertised as available by the owners of Wooldown Farm Holiday Cottages may also be withdrawn at any time without notice due to circumstances beyond the owners control. In the event that a service or services owned and run by Wooldown Farm Holiday Cottages are withdrawn, any monies paid by You for the service(s) directly to Us will be refunded in full.

(12) DAMAGE TO PROPERTY

The hirer shall be liable for any damage caused in the property during the period of hire. Staff employed, contracted or owners of Wooldown Farm Holiday Cottages have the right to enter any accommodation without prior notice, if it is not practical or possible, if special circumstances or emergencies prevail. i.e if urgent repairs need to be carried out.

(13) WHEELCHAIR/DISABLED PERSONS

The layout of some properties at Wooldown Farm Holiday Cottages may be unsuitable for visitors with mobility difficulties. If any person is unsure of the suitability of the site then further information can be provided by the owners of Wooldown Farm Holiday Cottages on request. Comprehensive written details of special needs should be given so we can ensure any accommodation booked is suitable for visitors with disabilities.

(14) LINEN AND TOWELS

Bed linen is provided by the owners of Wooldown Farm Holiday Cottages for visitors included within the contractual booking arrangement. (this may be duvets or blankets and sheets). Under normal circumstances towels are provided in Wenna's Well, Buttermilk Barn, Dewdrop Dairy, Pengenna Parlour, Corn Keep, Wooldown Farmhouse, and the Woolbarn. In other Wooldown Farm Holiday Cottages properties towels can be hired for an additional charge, this must be outlined by You by prior arrangement and/or upon arrival.

(15) PROPERTY ACCESS DURING YOUR STAY

Owners of Wooldown Farm Holiday Cottages reserve the right to enter the property at any time, or/and grant access to employees, or/and other third parties contracted by the owners, if urgent maintenance is required in the property during Your stay, where possible we will do all we can to notify You in these circumstances.

Owners/staff of Wooldown Farm Holiday Cottages may also require access for distributing self catering, in some situations we may provide self catering extras without notice as a surprise, therefore access is required to carry out this activity, access is also required to provide the housekeeping service if it has been requested.

The owners of Wooldown Farm Holiday Cottages will not be responsible for any loss or damage from or to, any guests personal belongings due to any cause whatsoever other than in the case of the owners' negligence of him/herself or his/her employees or agents, or in our case, negligence of ourselves or our employees or agents.

(16) PETS

In the interest of animal welfare and the safety and general welfare of visitors staying at Wooldown Farm Holiday Cottages, guests pets are strictly prohibited on site, at any time. The owners are happy to give advice on nearby boarding of guests animals.

The owners of Wooldown Farm Holiday Cottages make every effort to ensure their own and/or other parties' pets and/or farm animals are kept in designated or secure areas as and when required, which are separate from guests living and recreational areas, guests must take care as animals may accidentally be found in the vicinity of these areas.

Guests are expected to observe their basic rights to exist free from harm and to receive due care and consideration by visitors who choose to engage with the animals. Whilst visitors are welcome to enjoy unsupervised company of animals on the site, the owners of Wooldown Farm Holiday Cottages cannot take responsibility for accidents or injuries visitors may receive whilst engaging with the animals. Children should be supervised by an adult at all times when in close proximity to the owners domestic pets and farm animals.

In the event that visitors engage with animals on the premises of Wooldown Farm Holiday Cottages, visitors should not behave in a way that may be deliberately injurious or otherwise damaging to livestock. If the owners of Wooldown Farm Holiday Cottages believe in their reasonable opinion that failure to observe such conventional good behaviour, which may harm the owners animals in any way, will leave the owners of Wooldown Farm Holiday Cottages no option but to ask the visitor(s) to leave the premises immediately. In some circumstances the owners may decide to prosecute.

(17) GUESTS' VEHICLES

The owners of Wooldown Farm Holiday Cottages will not be responsible for any loss or damage from or to, any vehicle due to any cause whatsoever other than in the case of the owners' negligence of him/herself or his/her employees or agents, or in our case, negligence of ourselves or our employees or agents.

(18) ANY DAMAGE OR SHORT-COMINGS

If You find any short-comings or damage to your property, you must notify the owners of Wooldown Farm Holiday Cottages immediately when it is discovered or caused so that action can be taken if appropriate to rectify the problem. During Your stay if short-comings or damage to Our property is not resolved to Your satisfaction, please contact the owners as soon as possible.

In relation to all complaints that do not involve personal injury, illness or death, we cannot accept any liability if You fail to notify the owner or his/her representative and ourselves of any complaint or claim during Your holiday and write to us with full details within 28 days of the end of your holiday.

(19) TRAMPOLINE AND PLAY AREA

Use of the trampoline and play equipment is entirely at the users own risk, in the event of injury, death or loss of any nature whatsoever suffered by any person(s) the owners of Wooldown Farm Holiday Cottages are not liable for any further claim. Children under the age of 10 must be supervised by an accompanying adult in the party while on the trampoline and in the play area. You and/or Your party agree that no shoes or somersaults are allowed while on the trampoline and the entrance zip must be closed while the trampoline is in use, no more than 2 people on the trampoline at any one time.

(20) SMOKING

Due to fire regulations there is a no smoking policy in all properties owned by Wooldown Farm Holiday Cottages, if the owners of Wooldown Farm Holiday Cottages find that this condition has been broken, the owners reserve the right to ask all members of the party to leave the premises immediately, without any further claim against the owners of Wooldown Farm Holiday Cottages. There will be no refund or any monies paid previously by the party, to the owners of Wooldown Farm Holiday Cottages as this shall be forfeited and used to cover the cost of any financial loss and/or inconvenience.

(21) LIABILITY

The owners of Wooldown Farm Holiday Cottages cannot accept liability for any damage, break-in, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than in the case of the owners or, their employees, the proven negligence of him/herself or his/her employees or agents. This does not exclude negligence or breach of statutory duty.

(22) 'FORCE MAJEURE'

As the owners We cannot accept responsibility or pay any compensation where the performance of our contract with You is prevented or affected by reason of circumstances which amount to 'force majeure'. Circumstances amounting to 'force majeure' which includes any events we the owners could not foresee or avoid. These circumstances include the destruction or damage of the property (which cannot reasonably be rectified to a satisfactory standard before the start of Your holiday), through flood, explosion, fire, storm or other weather damage, adverse weather conditions, break-in, criminal damage, riots, civil strife, natural or nuclear disaster, industrial action, war or threat of war, actual or threatened terrorist activity and any similar events beyond the owners control.