

## **Terms & Conditions for the Accommodation and Venue Hire at Cool Contours**

1. CONTRACTS ACCEPTED are between the Person making the booking (The Guest) and Ivan, Heather, and Jasmine Banister of Cool Contours (The Owners).
  - a. The Guest certifies that he/she is authorised to make a booking on behalf of all persons who will occupy the property during the period for which he/she has booked and that they are all, apart from minors, aware of the Booking Conditions. The maximum number of guests who may occupy each Room is 2 adults, plus one travel cot if required. Exceeding this number constitutes a breach of contract and the Owner of the property has a right to terminate the booking forthwith and all monies paid by the Guest will be forfeit.
  - b. The maximum number of guests who may occupy the venue is arranged by the Owner with the guest prior to booking. Exceeding this number constitutes a breach of contract and the Owner of the property has a right to terminate the booking forthwith and all monies paid by the Guest will be forfeit.
  - c. A booking may be placed by either telephone or email and will be accepted by the Owner on receipt of the deposit which will be 50% of the total cost. All contracts will be deemed to have been made in England and are in accordance with and subject to English Law.
  - d. The Rooms and/ or the Venue is hired on the understanding that the rooms and/or the Venue is for temporary use only and that no right to remain on the site exists for the Guest or anyone in the Guests party after their agreed date.

### **2. CANCELLATION**

If the guest cancels prior to two weeks before arrival the full deposit will be repaid within seven days. If the guest cancels during the two weeks prior to arrival, the Owners will then seek to re-let the room/ venue. In the event of a re-let a refund will be given for the amount of rental achieved on the re-letting (up to the amount previously paid by the Guest). If the property cannot be re-let any monies paid would be forfeited. We strongly recommend that Cancellation Insurance is taken out independently. The Owners reserve the right to refuse any booking, or to cancel any bookings already made, subject to refunding any sums the guest has paid without further liability on the guest.

### **3. BOOKING ALTERATIONS**

After a booking has been confirmed, any request from the Guest for changes in the Contract will be subject to the agreement of the Owner. If for reasons beyond their control the Owner has to cancel or alter arrangements made, they will make every effort to offer an alternative date if one is available. If the Guest does not accept the alternative date the Owner will refund all monies paid by the Guest, where upon the Owner's liability will cease.

### **4. FINAL PAYMENT**

Final payment (the remaining 50%), is due two weeks before the arrival date, and this will be shown as the due date on the acceptance e-mail. The Owner may contact the Guest to remind them that payment is due. Non-payment by the due date will be treated as a cancellation (refer to clause 2 above). If a booking is made less than 2 weeks before the commencement of the stay the full rent is due at the time of booking.

## 5. OCCUPANCY

Access to the property is from 14:00 on the day of the agreed arrival. Departure must be no later than 11.00 These times must be strictly adhered to, except by special arrangement with the Owner.

## 6. RESTRICTIONS

- a. Excessive noise that would disturb the Owners or neighbours, must not be made after 11 pm.
- b. No animals of any sort may be taken into the Rooms or any other buildings, with the exception of guide dogs, which will be allowed by prior agreement with the owners.
- c. No smoking is allowed in any of the Rooms or other buildings. We also respectfully ask that no cigarette butts are left in or around the courtyard.
- d. No bonfires, fireworks, Chinese lanterns, candles, gas or electric cooking appliances are allowed in the Rooms, Venue Room or anywhere else on the site.

## 7. FIRE SAFETY

In the event of a fire evacuate the buildings and assemble at the marked meeting point in the car park. Call the emergency services using 999 and post code OX17 1AJ. Contact Cool Contours as soon as possible.

## 8. DAMAGE DEPOSIT

For stays exceeding four nights and the hire of the Venue the owners may require a Damage Deposit which will be specified in the acceptance e-mail.

For all bookings The Guest is required to report to the Owner any breakage or damage that occurs during their stay/ hire period. An appropriate charge will be made for repair or replacement, and this will be taken out of the Damage Deposit if applied or charged for separately if not.

Equally, if a property is left in an unsatisfactory condition necessitating extra cleaning an appropriate charge will also be made. This will be taken out of the damage deposit if applied or charged for separately if not.

The Damage Deposit, if applied, will be refunded within 7 days of departure if no damages, breakages, or other discrepancy has been observed.

## 9. GUESTS OBLIGATION

Care must be taken of the property, and it must be left by the Guest in a clean and tidy state. Furniture should be returned to the place in which it was found. The Owner reserves the right to reasonable access during the period of hire. Guests must report to the Owner any damage or breakages that occur during their stay. An appropriate charge will be made for repair or replacement, and this will be deducted from the Damage Deposit if applied or charged for separately if not. Guests must properly supervise any infants or minors who will occupy the property with the Guest or be invited into the property (or surrounding areas) by the Guest or any other adult in the Guests party.

## 10. COMPLAINTS

We hope you are pleased with the property, but should you have cause for complaint, please take it up immediately in full with the Owner. It is specifically agreed that failure by the guest to notify the Owner of any complaint before their departure will prejudice their claim irrespective of its merits. It

is agreed that failure to give prompt notice of a complaint in accordance with this clause may be taken into account by a court in determining liability or assessing compensation.

#### 11. EXTERNAL FACTORS

The Owner cannot be held to account or be responsible for any holiday fairs, fetes, events, or festivals occurring during the letting season. The Owner cannot be held to account or be responsible for any noise or building works in the vicinity or on neighbouring properties. The Owners cannot be held to account or be responsible for the activity of any wildlife that may live in the vicinity.

#### 12. AMENITIES

Whilst representations both verbal and visual contained in the website and any other advertising matter are made in good faith and carefully scrutinized, neither such verbal or visual representation contained in such publications, nor any verbal representations made form part of the Contract. No warranty or representation is given as to the state of the property. The use of amenities provided by the Owners must be used safely and responsibly by the Guests and are used entirely at his/her own risk.

No responsibility can be accepted by the Owner for any injuries to persons or loss or damage to any belongings or persons who use them save as provided in paragraph 12.

#### 13. ACCESS

Booking of a Rooms and/or the venue allows Vehicle access from the public highway to the carpark. No vehicle access is allowed to the courtyard except by agreement with the Owners.

The Rooms are located in the middle of open countryside. The booking of a Room only allows personal access to the Rooms that have been booked under the same Guest name, courtyard, laundry room and the car parking area. The booking of the Venue only allows personal access to the Venue, Laundry room and car parking area, unless rooms have also been booked and paid for under the same Guest name.

No general right of access is given or implied to the surrounding farmland, or any of the other Rooms or properties at Cool Contours or Warden Farms.

No right of access is given or implied to the lakes and ponds on the farm, and guests are expected to keep children and animals well away from them.

However, access is encouraged to the extensive public footpath and bridleway network that starts beside the car park. A map of these rights of way are available upon request.

#### 14. LIABILITY

The Owner does not accept liability for any act, neglect or default on the part any person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guests or any other person may suffer or incur arising out of, or in any way connected with the letting. In addition, the Owner accepts no liability for loss or damage to the Guests possessions on the Owners property or land.

**Cool Contours and Warden Farms 2024**