

# Booking Conditions

**1. Definitions.** The following terms shall unless the context otherwise requires have (whether with or without the definite article) the following meanings.

' the agency' .....Derbyshire Holidays Ltd.  
' the property owner' .....Legal Owners of the holiday accommodation  
' the Holiday maker'.....Holiday maker, tourist, visitor  
' Holiday Accommodation'.....The rented property

**2. General.** The agency acts in the capacity of booking agent and negotiates the terms of the contract on behalf of the Property Owner and confirms bookings and reservations to the holiday maker by ensuring valid execution of the holiday confirmation form.

**3. Formation of Contract.** A binding contract between the Holiday maker and the Property Owner shall be effective from the date the agency receives back the executed holiday confirmation form and the required deposit. The booking will not be held beyond the date when the deposit is due.

## **4. Payment.**

4a Bookings and reservations shall only be negotiated by the agency on the Holiday Makers behalf upon payment of the stated deposit. This deposit is non-refundable.

4b The balance rent monies shall be payable no later than 8 weeks before the commencement of the holiday. Non payment of the balance rent monies in accordance with the terms herein will be deemed to constitute Cancellation by the Holiday Maker and the agency shall be entitled to re-let the Holiday Accommodation.

4c If the Holiday Maker books the holiday less than 8 weeks from the commencement date the full holiday rent monies shall be payable immediately upon execution of the holiday confirmation form.

**5. Alternative Accommodation.** The agency shall use its best endeavours to provide the booked accommodation as described in the brochure, but will not be responsible , if having used all reasonable endeavour, it is unable to do so. However , in the event of a cancellation being necessary, the Agency will offer a comparable substitute holiday or a full refund of the money paid.

**6. Cancellation.** In the event of a cancellation by the Holiday Maker after the balance rent monies fall due under clause 4b the Holiday Maker shall remain liable for payment of this amount unless and until such time as the Holiday Accommodation is re-let. The Holiday Maker may seek reimbursement for full payment where insurance cover has been acquired for Holiday Cancellation insurance. Any notification of cancellation must be made in writing by the Holiday Maker to the Agency at the address quoted on the holiday confirmation form.

**7. Warranties.** The Holiday Maker shall rely solely upon the terms incorporated in the holiday confirmation form.

**8. Ownership of the Holiday accommodation.** The Agency does not own the holiday accommodation. The Property Owner shall dictate his own terms and conditions as to the use of the holiday accommodation and the Holiday Maker remains bound by them throughout the duration of the holiday.

**9. Alterations to the brochure.** The information contained in this brochure is believed to be accurate at the time of going to press. The Agency nevertheless reserves the right to make alterations thereto and the Agency shall inform the Holiday Maker of any such alterations at this last known address by notification in writing. If the alterations prove unacceptable to the Holiday Maker then alternative accommodation will be arranged or a full refund of monies paid will be given.

**10. Access.** The Property Owner or his representative shall be allowed access to the Holiday accommodation upon giving reasonable notice to effect necessary repair works and inspection.

**11. Pets.** If allowed must never be left alone in the property, never in bedrooms or on furniture and subject to all pet hairs being completely removed and positively no fouling of garden areas

**12. Repair.** The Holiday Maker undertakes to keep the holiday accommodation together with all fixtures and fittings in on or around the holiday accommodation at the commencement date of the holiday in the same condition (fair wear and tear excepted ). Where any part of the holiday accommodation or particular items are destroyed or damaged as to be incapable of being restored to its former condition the full monetary value of the repairs or replacement items will be deducted from the Good Housekeeping Deposit. The Holiday Maker should report any defective items to the Property Owner within 24 hours of arrival at the Holiday Property. The Holiday Maker must leave the property clean on departure and excess cleaning will result in a deduction being made from the Good Housekeeping Deposit.

**13. Responsibility.** The Property Owner accepts no liability for loss or injury of any kind except where death or injury is caused by the negligence of the Property Owner.

**14. Fire and Safety.** The parties named within the holiday confirmation form remain from the date of execution contractually liable to each other. The Agency accepts no contractual liability for the letting of the Holiday accommodation and the Agency shall not be regarded as a contractual party.

**15. Termination of Contract.** The number of persons using the holiday accommodation must not exceed the maximum stated in the brochure. The Property Owner is entitled to terminate the contract with the Holiday Maker if the number of persons exceeds the maximum, if the Holiday Maker is excessively noisy and a general nuisance to the neighboring properties or causes damage to the holiday accommodation.

**16. The Agency.** The Agency is not responsible for the accuracy of any verbal information given or statements made by its servants or agents.

This Agreement shall be read and construed in such a way so as not to prejudice the statutory rights of the Holiday Maker.

BOOKINGS LINE 9am-7pm: **01332 840564** FAX: **01773 825573**

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On-line Availability, Brochure Line and Bookings enquiries via: **www.derbyshire-holidays.com**