

Broomlands- The Boathouse – Terms & Conditions

1. Bookings and Payments

The dates of your booking will be held upon payment of a non-refundable deposit of 30% or payment in full. Any booking less than 10 weeks in advance of your check in date must be paid in full immediately.

On receipt of the deposit, a booking confirmation will be sent to you within 24 hours, containing the details of your stay and of payments made and due. If you have not received your booking confirmation within the specified time, please notify us as soon as possible. We're sorry for any inconvenience, but payments can only be made by bank transfer or cheque.

Where a deposit has been paid, full balance payment will be due 10 weeks in advance of your check in date and a reminder will be sent to you two weeks prior to this date, where applicable, by email. If you are unable to pay the balance before the stated due date, you will forfeit your deposit and your booking will be cancelled.

Broomlands only accepts bookings from persons over 18 years of age. Broomlands reserves the right, at all times, without statement of reasons, to refuse a booking.

A booking contract shall only arise when your booking is confirmed in writing via a letter of confirmation sent to you by post or email.

2. Prices

The prices featured on the website are not binding; Broomlands reserves the right to modify these prices. At the time of booking you will be informed of the prices applicable. The price stated on the confirmation invoice is binding.

3. Rental of 'The Boathouse'

The following is included in the rental price: - Rental of 'The Boathouse'. - Use of water, electricity, gas and wood. – Continental Breakfast delivered to your door. – Tea & Coffee making facilities. – Access to Broomlands swimming pool, only via prior approval and booking. - VAT according to the guidelines of the VAT-administration.

We expect respect of 'The Boathouse', Broomlands and surrounding facilities. No litter and contact with wildlife. Swans and fish are wild animals they should not be interfered with and we will not accept any responsibility.

4. Arrival Time

Our check in time is between 3 – 6pm, we do understand that sometimes this may be inconvenient or events occur to make this very difficult. Please notify us 1 week before your booking if a booking time outside of this is required.

5. Cancellations

Cancellation by you at any time will result in your deposit being forfeited, as all deposits are non-refundable. All monies paid for a holiday (deposit and balance) are non-refundable within 10 weeks before check in date.

Cancellation of any holiday after it has been paid in full and at a date 10 weeks or more in advance of your check in date, will result in forfeiture of your deposit (or an amount equivalent where one was not paid as the holiday was paid in full) and the balance being returned to you.

6. Day visitors

In principle, it is permitted to receive visitors during your stay at The Boathouse. These visitors must be prior approved and details registered with the owners. No guests are to have visitors to stay overnight and we maintain the right to refuse guests.

7. Pets

No pets are allowed.

8. Guest Behaviour - The holiday; guest conditions of occupancy and conduct

The Guests have the right to occupy the Property for the paid for holiday period only (within the meaning of Schedule 1 Paragraph 9 of the Housing Act 1988).

Guests undertake to behave in a proper, appropriate and legal manner with due respect to the Owner, the Property and other guests and their property. If any guest behaves inappropriately or improperly (of which the Owner will be the final judge on their Property), or illegally, the Owner reserves the right to ask the guest and their party (at their discretion) to leave the Property before the end of the holiday period. Any refund for so doing will be at the entire discretion of the Owner. In addition, the Owner reserves the right to sue the guest for any loss, damage or injury caused to the Owner, the Property or to other guests and/or their property.

9. Breach of Booking Conditions

If there is a breach of any of these conditions by the Guest or any of their party, the Owners reserve the right to re-enter the Property and end the holiday and ask the Guest and their party to leave in addition to their other rights specified in these Booking Conditions. Ending the Holiday by the Owners or the Guests does not affect that party's other rights and remedies.

10. Governing Law and Jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the English Courts.

11. Authority to Sign – the person who signs the Booking Form certifies that:

- he or she is authorised to agree the Booking Conditions on behalf of all persons included in the Booking Form, including those substituted or added at a later date;
- the signatory is over eighteen years of age;
- they agree to take responsibility for the party occupying the Property, and to notify the Owners if they are not a member of the holiday party.

12. Nothing in these conditions excludes or limits the liability of the Owners:

- for death or personal injury caused by the Owners negligence.
- for any matter which it would be illegal for the Owners to exclude or attempt to exclude their liability.

13. The use of swimming pools, lakes, climbing trees and any other activity on the Owners land is the responsibility of the Guest and is done so at their own risk.

14. Assumption of Risks

You will be staying on a working farm with live animals and potentially dangerous farm equipment amongst other hazards. Whilst we take great care to keep you safe, accidents can happen and we are not held responsible for such accidents (to the greatest extent permitted by law). It is your responsibility to supervise any children. If you notice that any equipment looks faulty and/or unsafe you must inform the farmer as soon as possible. We strongly recommend that you take out travel insurance against the risk of accidents and your stay being cut short. You are also located next to a 12 acre lake, we do not permit access into/onto the lake, if an accident does happen we are not held responsible (to the greatest extent permitted by law).

15. Liability

Broomlands accepts no liability for theft, loss or damage, of whatever nature, during or as a result of a stay at The Boathouse.

- falling into defect or putting out of action of technical equipment and loss or closure of supplies at Broomlands
- the tenant and those who accompany him or her, are jointly and severally responsible for all loss and/or damage which arises, for Broomlands and, or any third party as a direct or an indirect consequence of their stay, irrespective of whether this was caused through actions or refraining from actions by themselves or by third parties, who are at 'The Boathouse' their making, as well as of all damage which is caused by any animal and/or matter which they have under their responsibility.

16. Force majeure

Force majeure on the side of The Boathouse exists if the implementation of the agreement is entirely or partially, temporarily or permanently, prevented due to circumstances which are beyond the control of Broomlands including threat of war, staff strikes, blockades, fire, floods and other disruptions or events.

17. Complaints

Despite all the care of Broomlands it could occur that you have a genuine complaint. You must take up this complaint with the owner immediately, in order to allow us to solve the matter as soon as possible. Should the complaint not be settled to your satisfaction, then you have the option, up to 14 days after your departure to submit the complaint in writing or by email to the owners, Broomlands.

18. Validity clause

In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.