

## Terms & conditions

This document sets out the terms upon which Burren 2010 Limited (“the Owner”) agrees to allow the booking party (“You”) to occupy and use The Burren (“the accommodation”) for the purpose of short term holiday accommodation.

### 1. Contract

This Contract will be entered into and will become binding upon ‘you’, when ‘the owner’ confirms your booking in writing. Confirmation is usually sent by email specifying the dates of the booking. This Contract shall be governed by and subject to the laws of England and Wales and any dispute arising between ‘you’ and ‘the owner’ shall be submitted to the exclusive jurisdiction of the Courts in England and Wales.

### 2. Payment

A deposit of 50% of the accommodation rental is payable if the booking is made more than thirteen weeks before the commencement of the rental. Non-payment of the balance of the rental, as detailed within the cancellation policy in these Terms & Conditions, shall be construed as a cancellation of the contract by ‘You’. For bookings made less than thirteen weeks before the commencement of the rental the total rental fee is payable at the reservation stage. Payment can only be accepted by credit card or by electronic transfer to the bank account of ‘The Owner’ in Sterling.

### 3. Cancellations

Any cancellation made by ‘You’ for whatever reason shall be in writing by email and will become effective upon receipt by ‘the owner’. If the booking is cancelled, cancellation fees will be levied according to a sliding scale as detailed below in these terms and conditions

### 4. Cancellation Fees

A deposit of 50% of accommodation rental is payable at the time of the booking, with the balance due thirteen weeks prior the arrival date. If we have still not received the balance within 7 days of the due date, the booking will be deemed to have been cancelled, the deposit will be forfeit and we will be free to rebook the property.

When a booking is cancelled, the percentage of the booking fee charged as a cancellation fee (i.e. not refunded) will depend upon the amount of time still to elapse before the arrival date as per the following table

0 – 14 days	100% of accommodation rental
15 – 56 days	80% of accommodation rental
56 – 91 days (13 weeks)	Loss of deposit
13-16 weeks	60% of deposit
16 weeks or more	30% of deposit

### 4. Cancellation Insurance

Cancellation Insurance is not compulsory but we strongly recommend such insurance is considered.

### 5. VAT

All accommodation fees are inclusive of VAT at the prevailing rate. .

### 6. Period of Hire

Rentals commence, unless otherwise notified, at 16:00 on the day of arrival and terminates at 10:00 on the day of departure.

### 7. Number of Persons in the property

The number of persons occupying the property must not exceed the maximum number stipulated in the booking confirmation.. The Owner reserves the right to refuse entry to the entire party if this condition is not observed.

## **8. Complaints**

Should there be any cause for complaint during the occupation of the property, it must be notified promptly to either John Ritchie on 07748 807086 or Claire Connolly on 07921 760371.

## **9. Care of the property**

You and all members of your group shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. You will be responsible for any damage or breakages to the property or its contents and a refundable damages deposit of £250 will be held against your credit card as a precaution. You undertake not to do or permit anything on the premises which might cause a nuisance.

## **10. Liability**

The Owner and its agents and contractors will not be liable for any loss or damage suffered by You or any member of your group or to their property, except where such loss or damage is due to the negligence of The Owner, its agents and contractors. In those circumstances, the liability of The Owner to you will be limited to the loss or damage which was a foreseeable result of such negligence.

## **11. Right of entry**

The Owner its agents and contractors shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

## **12. Smoking**

Smoking is not permitted in The Burren.

## **13. Pets**

Pets are not allowed.

## **14. Children**

You and your group accept responsibility for the safety of all children in the group.

## **15. Parking**

Cars should be parked within the gated drive of The Burren only.