

Denham House & Cottages
North Buckland, North Devon, EX33 1HY

Guest House Terms and Conditions of hire for 2011

These Booking Terms apply to the business named as “Denham House & Cottages” (We / Us / Our) and the person or legal entity making the Booking or to whom We supply services in respect of the Booking (You / Your). These Booking Terms are governed by English law and apply to all Bookings except where We agree in writing other terms.

By making a booking you are deemed to accept these Booking Terms:

Bookings

You must be able to enter into a legally binding contract and be over 18yrs to make a booking.

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. We will confirm Your booking when We have received Your deposit of the cost of first night’s accommodation. Payments can be made using a debit or credit card. Payment of a deposit made by cheque will be accepted no later than 4 weeks prior to Your stay. Cheques are to be made payable to Denham House.

The balance payable will be paid by You on arrival or departure by cash or by debit/ credit card only (cheques will not be acceptable).

Prices

Rates are per room as quoted at the time of booking and include breakfast. Rates quoted at the time of booking are for the specific number of guests, nights and dates agreed. Should You wish to change the number of guests, dates or room nights, with Our agreement, then the rates are subject to change.

Our Liability

Other than for death or personal injury caused by Our negligence or misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstance will We be responsible for any indirect or special damages, We will not be liable for failure to perform to the extent that the failure is caused by any factor beyond Our reasonable control.

Your Liability

You are liable for and shall indemnify Us for any acts or omissions by You (whether or not intentional) which results in any damage to the guest house, equipment, fixtures or fitting or property within the grounds, including but not limited to, damage caused as a result of negligence, deliberate damage or recklessness (and We will use all reasonable endeavours to rectify any damage internally prior to contracting specialists to make the repairs in order to minimise the costs incurred by You.)

You are liable for the cost of replacing any items which You remove from the premises without Our consent.

In the event that We become aware of damage to property or loss of possessions after You have departed, We reserve the right to make a charge to Your credit/debit card, or send an invoice for the relevant amount to You which shall be payable within 14 days of the date of invoice.

You must adhere to policies and procedures implemented by Us, including, but not limited to, health and safety and security procedures.

You must not bring any illegal or hazardous substances into the guest house.
Children must be supervised by an adult at all times.
We have the right to refuse to serve and/or require You to leave the premises if We believe You to be behaving in an unacceptable manner. We shall not be liable to pay any compensation or make any refund to You in these circumstances.

Arrival and Departure

Check-in times are from 4pm to 10pm. Rooms will not be available before 4pm unless by prior arrangement. Check-in after 10pm is by prior arrangement only. The check-out time is no later than 10:00am on the day of departure.

Cancellations

If You need to cancel your booking: we ask to be notified as soon as possible so that we can endeavour to re-let the room(s). If We are successful in re-letting the room(s) We will refund all monies paid less a 10% administration fee. In the event of Us being unsuccessful in re-letting the room(s) Full Payment of the booking is payable less £10.00 per night to cover the cost of food and laundry that has not been consumed or used by You.

If You need to alter your booking in any way: e.g. shorten Your stay, We ask to be informed as soon as possible so that We can endeavour to re-let the room(s). If We are unable to re-let the room(s) full payment of the original booking is payable by You to Us.

If We need to cancel your booking: We would only cancel your booking if Your accommodation was unavailable for reasons beyond our control. We would attempt to offer You alternative accommodation, however if this was not possible, or unacceptable to You, then we would refund all monies paid by You. Our liability would not extend beyond this refund.

If You re-book and stay within one calendar month: (subject to availability) any cancellation fee paid by You will be deducted from the cost of Your new booking. This benefit cannot be extended for more than one month from the date of the original booking.

You are strongly advised to take out Holiday/ Travel Cancellation Insurance.
(See link)

Conditions of stay

We have some standard conditions that are designed to ensure that We comply with regulations relating to matters such as fire, health and safety, and to enhance the comfort and wellbeing of all of our guests:

- A. **Dogs are not permitted in the guest house** except registered guide / hearing dogs.
- B. The facilities at Denham House are for the use of Denham House & Cottages' registered guests only. Visitors to our guests are not permitted beyond the reception and reception lounge nor are they permitted to use the facilities or any equipment in the games room or garden.
- C. Equipment in the games room and garden are used at Your own risk.
- D. **Children must be supervised at all times.**
- E. We are a no smoking accommodation provider. Smoking is permitted in the grounds. We reserve the right to terminate Your booking should You not adhere to this policy. In this case Full payment of Your booking is payable. No refunds or compensation will be made to You

- F. Smoke and/ or heat detectors are installed in all rooms for Your safety. Tampering with any detectors is against the law and endangers the safety of everyone in the guest house and cottages. Any tampering of a detector is signalled in the main control box. Should this occur or should we find evidence of tampering of the detectors, we reserve the right to ask You to leave the guest house. Full payment of Your booking is payable. No refunds or compensation will be made to You.
- G. We reserve the right to terminate your booking immediately without being liable for any refund or compensation where you engage in unacceptable behaviour that causes a disturbance or nuisance to our other guests. Full payment of your booking will be payable.