

# BOOKING TERMS & CONDITIONS

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[www.browndykestables.co.uk](http://www.browndykestables.co.uk)

Detailed below are the terms and conditions of Brown Dyke Stables Cottage for the purpose of short term self-catering holiday accommodation. By booking your holiday with Brown Dyke Stables you agree to the following terms and conditions:

## **Contract**

This contract will be entered into and will become binding upon you when Jean Musgrave places in the post to you a written booking confirmation. This contract shall be governed by and subject to the laws of England and Wales and any dispute arising between you and Jean Musgrave shall be submitted to the exclusive jurisdiction of the Courts in England and Wales.

## **Payment**

A deposit of half the rental fee (or payment in full for a part week) is payable when booking, unless you are booking within twelve weeks of the start of your holiday, in which case the whole cost is payable. We will send you a confirmation, by post or email, upon receipt of this deposit.

The balance of the cost of the holiday is due 4 weeks before you arrive, together with a cautionary deposit of £100 against damage/breakages. This is returnable following your departure. Non Payment of the balance of the rental on or before the due date shall be construed as a cancellation of the contract by the customer.

Payment can only be accepted by cheque if it is denominated in sterling British pounds and received no less than two weeks before the commencement of the rental. All payments shall be made to Jean Musgrave at the address shown at the bottom of these T&C's.

No further reminders for payment will be sent after the booking confirmation.

## **Cancellation and Insurance**

Once you have booked your holiday, our agreement with you is a legal contract. Any cancellations must be made in writing to Jean Musgrave. If the booking is cancelled within two weeks of the arrival date, the entire rental fee will be forfeit. For cancellations made prior to two weeks before the arrival date, the deposit paid at time of booking will be lost. The amount of the cancellation fee constitutes reasonable estimated losses arising out of the cancellation. [Click here for full details of our policy regarding cancellations and movement of bookings.](#)

For these reasons we strongly recommend that you take out cancellation insurance for your holiday.

## **Cancellation Insurance**

Cancellation Insurance is not compulsory but we strongly recommend such insurance cover to protect against the cancellation penalty.

## **VAT**

Brown Dyke Stables / Jean Musgrave are not registered for VAT.

## **Non-availability of cottage as booked**

We would only cancel your stay if the cottage were unavailable for reasons beyond our reasonable control. We would attempt to offer you alternative accommodation; however, if this was either not possible or not acceptable to you, then we would refund to you all monies paid to us. Our liability to you would not extend beyond this refund.

Brown Dyke Stables, Brown Dyke, Scaleby, Carlisle, Cumbria, CA6 4LB  
Tel: 01228 675442, E-Mail: [info@browndykestables.co.uk](mailto:info@browndykestables.co.uk)

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## Arrival

The cottage will be ready for you from 4.00pm on the day of your arrival, unless otherwise agreed in advance.

## Departure

We require that you vacate the cottage by 10am on the morning of your departure. We ask that you leave the property in a clean and tidy condition.

## Care of the Property

We ask you to take all reasonable and proper care of the property and its furniture, pictures, fitting 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.

We ask you not to do or permit anything on the premises which might cause a nuisance to the owner or neighbours.

## Liability

We do not accept responsibility for injury to persons or loss/damage to possessions unless caused by proven negligent act or omission of ourselves, our employees or contractors, or agents of the same, whilst acting in the course of their employment. This includes loss or damage to vehicles and their contents, and to the personal possessions you bring with you.

Jean Musgrave, her employees and agents will not be liable for any loss or damage suffered by the Customer or any member of the Customer's party or to their property, except where such loss or damage is due to the negligence of Jean Musgrave her employees or agents. In those circumstances, the liability of Jean Musgrave to you will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from such negligence, Jean Musgrave's total liability to you in respect of any breach of the terms and conditions or tort or other act or omission by Jean Musgrave, her employees or agents in connection with this agreement shall be limited in aggregate to the price agreed to be paid by the Customer for the right to use the property for the period agreed.

## Complaints

Should you find any faults or have any complaints during your stay, please advise us immediately so that any appropriate action can be taken. In the case of a serious problem please confirm this in writing.

## Number of Persons in the Property

The number of persons occupying the property must not exceed the maximum number stipulated in the brochure/website. Jean Musgrave reserves the right to refuse entry to the entire party if this condition is not observed.

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## Damage and Breakages

You are responsible, whether caused directly or indirectly, for the cost of any breakages or damages to the cottage and its contents. In the event of damage to the property you will on an indemnity basis reimburse Jean Musgrave the cost of the repairing the damage. In the case of breakages you will on an indemnity basis reimburse Jean Musgrave the cost of replacing (as new) or repairing the damaged item or items.

Please report damages/breakages to Jean Musgrave before you leave or preferably at the time they occur.

## Web Site

We make every effort to ensure that the information and cottage description contained on our web site at [www.scallopcottage.co.uk](http://www.scallopcottage.co.uk) is accurate. We do however reserve the right to make small changes and we accept no liability for minor inaccuracies.

## Dogs/Pets

Regrettably dogs and other pets are strictly not allowed in Brown Dyke Stables.

## Smoking

Brown Dyke Stables is completely NO SMOKING inside the building. Smoking is permitted outside the cottage provided that all cigarette ends are totally extinguished and place in a suitable bin.

## Children

Guest must accept responsibility for the safety of their children.

## Parking

Cars should be parked in the area provided in front of the cottage. Please do not park anywhere else as this may block access to parts of the farm buildings.

## Right of Entry

Jean Musgrave and her employees or agents shall be allowed the right of entry to the property at all reasonable times for the purpose of inspection or to carry out any necessary repairs or maintenance.

## Miscellaneous

These terms and conditions override and supersede all previous versions in any previous course of dealing between Jean Musgrave and the Customer. In the event of any inconsistency between these terms & conditions and any other literature, the provisions of these terms & conditions will prevail.

If any of these terms & conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provisions shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances or of the validity or enforcement of these terms & conditions. Jean Musgrave does not warrant and is not responsible for the accuracy of any verbal information given or statements made by her or any of her servants or agents.

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