

The Wagon Above The World T&Cs

By booking a property with us – whether directly, with a third party booking agent or through a booking website – you agree with us that the booking and the booking contract are subject to the Booking Terms and Conditions which are set out below.

WITHIN THESE BOOKING TERMS AND CONDITIONS:

“you” and “your” means the person whose name appears in the booking confirmation as the party leader but these Booking Terms and Conditions apply to all other persons in the party (including anyone who is added or substituted at a later date);

“We”, “us” and “our” means Isabelle Darbishire and Alasdair Kirk at The Wagon Above The World, Orcop, Hereford, HR2 8SF.

“booking” means the process set out below leading to the formation of the booking contract;

“booking contract” means the legal binding agreement between you and us which comes into effect once a booking is confirmed in accordance with paragraph 2.4;

“property” means the property or properties in respect of which a booking is made;

“force majeure” means any event which we could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

1. GENERAL TERMS AND CONDITIONS

1.1 You must be aged 18 years or over when the booking is made.

1.2 We reserve the right to refuse any booking for any lawful reason.

1.3 You may occupy the property for the purpose of a holiday only (as defined in the Housing Act 1988, Schedule 1, Paragraph 9) and it is understood that no assured shorthold tenancy, statutory periodic tenancy or any other type of tenancy will arise other than a holiday letting.

2. BOOKING PROCEDURE

2.1 When booking directly with us, a deposit of 25% of the total rental cost of the property must be made at the time of the provisional booking. When booking via third party websites, deposits are subject to the terms of the relevant website.

2.2 Bookings made within 60 days of the arrival date at the property must be paid in full at the time of the provisional booking, unless otherwise agreed.

2.3 All bookings remain provisional until payment has been received in cleared funds. Unless payment has been made within 48 hours of making the provisional booking and a confirmation email sent to us advising that the deposit has been paid (unless alternative arrangements have been made), the provisional booking will be treated as cancelled.

2.4 Once the provisional booking has been accepted and all payments then due have been made, we will send you confirmation by email that the booking is confirmed (unless confirmation by post is requested at the time of the provisional booking). Please contact us immediately if any information which appears on the booking confirmation is incorrect or incomplete.

2.5 All bookings remain provisional until confirmed by us in writing at which point the booking contract is formed.

2.6 The balance of the rental cost and security deposit (see 4 below) must be paid in full in cleared funds 60 days prior to your date of arrival at the property. A reminder will be sent to you by email one week before this date. Failure to comply with our payment terms may lead to the

booking being treated as cancelled whereupon our standard cancellation terms will apply (see paragraph 10 below).

3. PRICES

3.1 Our quoted prices are per property for accommodation only and include cleaning on departure, bed linen and towels, electricity, water.

4. PAYMENT

4.1 Payments can be made in UK sterling by bank transfer, or PayPal. You will reimburse us for any charges raised against us for handling overseas bank transfers or other payments.

5. YOUR RESPONSIBILITIES

5.1 You must arrive and depart within the check-in and check-out times stipulated for the property, unless special arrangements have been agreed in advance.

5.2 You must keep the property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the date of your arrival and in the same state of general order in which they were found.

5.3 You are under a responsibility to behave in a proper, appropriate and legal manner whilst staying at the property with due respect to Us, the Property and other guests and their Property.

5.4 You are responsible for informing Us of any losses or damage to the property as soon as possible. Please note that you will be liable to pay us for any losses or damage to the property caused by you or a member of your party (except reasonable wear and tear). In the event of minor breakages (e.g. glasses), cash should be left for replacement of the item(s).

5.5 You are responsible for the neighbourly and appropriate behaviour of your party. Should you or a member of your party abuse the property or display dangerous, disrespectful, offensive or rude behaviour to Us, our representatives or any third parties (e.g. neighbours), undertake any illegal activity, or any activity which may cause damage, or unreasonable noise or disturbance we reserve the right to require the person(s) concerned to leave the property. Please note that this would be without the right to any refund.

5.6 You are responsible for you and your party maintaining acceptable levels of noise at the property and within the grounds and vicinity of the property particularly between the hours of 9.00pm and 9.00am. In the event of you or any member of your party breaching this responsibility, we reserve the right to ask you to vacate the property.

5.7 Any changes to your party should be notified to us. In addition, you must not exceed the maximum number of guests permitted to occupy the property as stated in your booking confirmation, exceed the maximum number of guests the property accommodates or sublet the property without notifying us and obtaining our consent. Such consent may be subject to additional terms and conditions.

5.8 In the event of any breach of the obligations of this paragraph 5 you may be asked to vacate the property and in these circumstances the booking contract will come to an end immediately without any refund of payments made by you or any compensation for early termination. You will be liable for any costs or damages stipulated in these Booking Terms and Conditions caused by your breach.

6. OUR LIABILITY

6.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or

for breach of your legal rights in relation to the booking contract. However, we do not accept liability for any loss, damage, injury or death howsoever caused to you (or anyone in your party) or to your vehicles or personal property in circumstances where we have not been negligent. Any valuables left at the property are left at your own risk. It is your responsibility to ensure that all doors, windows and external shutters are closed and locked when leaving the property or when in the grounds. You should take out adequate travel insurance (including liability for accidental damage to the property, cancellation cover and medical and emergency expenses) prior to the commencement of your holiday.

6.2 We are not responsible for noise or disturbance originating beyond the boundaries of the property.

6.3 We cannot be responsible for the failure or interruption of the supply of water, electricity or broadband to the property or the removal of waste water from the property or for the breakdown of domestic and mechanical equipment such as heating or plumbing systems, boilers and woodburning stoves. In such circumstances, we will take all reasonable steps to reinstate the supply or service or repair any equipment as soon as practicable.

6.4 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the booking was made, both we and you knew it might happen.

6.5 We can not accept liability or pay any compensation where performance of our obligations to you is affected or prevented by or you otherwise suffer any damage, loss or expense of any nature as a result of force majeure.

7. ACCESS TO THE PROPERTY

7.1 We have a right to access the property at any reasonable time during your stay to carry out essential maintenance and equipment checks (e.g. heating). We will endeavour to give reasonable notice to you if practicable. Gardeners and maintenance staff may also enter the

grounds during your stay but will try as best possible not to interfere with your enjoyment of the property.

8. COMPLAINTS

8.1 In the event that a complaint arises whilst you are on holiday you contact us promptly (our details will be found in the Guest Arrival Information or Property Information Book) to allow us an opportunity to rectify the matter. If the problem is not resolved to your satisfaction, please let us know immediately.

8.2 In the unlikely event that any problem is not resolved to your satisfaction during your holiday, you should send us written details of your concerns by email or letter within seven days of your return. Please note that posting complaints on social media is not an appropriate form of communication for resolving problems and we will therefore only deal with emails or letters sent by you in accordance with this paragraph.

8.3 We cannot accept complaints unless this procedure is followed. Complaints received after your holiday will not be accepted if we have not had prior notification of them and been given the opportunity to put matters right.

9. AMENDMENTS TO A BOOKING, REQUESTED BY YOU

9.1 Amendments to your booking can only be made more than 60 days prior to the check in date, after which time amendments may be treated as cancellation as detailed in clause 10. All amendments are subject to availability.

10. CANCELLATION BY YOU

10.1 Cancellation by you of your booking must be given in writing. The effective date of cancellation is the date we receive written your notification and the cancellation charges detailed below will apply:
Number of days before holiday start date that notification is received.
Cancellation charge: (as a percentage of the total cost of the booking)
More than 60 days – Deposit amount. 60 days or less – 100%

10.3 Acceptance of the cancellation of part of a booking is at our sole discretion of the and if accepted will subject to the terms of this paragraph 10.

10.4 We recommend that cancellation insurance is taken out when making a booking.

11. ALTERATIONS BY US

11.1 In the interest of continual improvement we reserve the right to make modifications to furniture, amenities and facilities without any prior notice.

11.2 We reserve the right to amend prices due to errors or omissions. You will be notified immediately and have the right to cancel the booking if the amended price is significantly higher than the original price quoted and we will refund to you all payments you have made in respect of the booking.

12. NON-AVAILABILITY OF THE PROPERTY

12.1 In the unlikely event that the property is not available on the date booked (owing for instance to essential major repairs, flood or fire damage or unforeseen sale of the property), a refund of all monies paid by you to us will be made, or a proportion of the cost of the booking in the case of curtailment.

Where the unavailability of the property within our control a claim for any expenses which have already been incurred by you (e.g. travel costs) may be refundable on application to us.

15. ACCURACY OF MARKETING MATERIALS

15.1 The contents of our website and any online or offline marketing materials have been prepared in good faith. We will inform you of any significant changes at the time of booking or as soon as possible afterwards if you have already booked, but we shall not be liable for any minor or insignificant inaccuracy in descriptions and information.

15.2 We cannot accept responsibility for any changes or closures to local amenities or attractions mentioned on our website and in other marketing material.

16. SUMMARY OF YOUR LEGAL RIGHTS

16.1 We will carry out our obligations to you as set out in these Booking Terms and Condition with the reasonable skill and care to be expected of a holiday lets business.

17. PRIVACY POLICY

17.1 We make it our highest priority to ensure that the personal information you provide to us is secure and remains confidential at all times and we comply with the General Data Protection Regulations 2018. We will not sell or otherwise disclose your personal information to third parties. We will only disclose any personal information where the law either requires or allows us to do so.

17.2 When booking with us, you will have the opportunity for your details to be added to our database to keep you updated on news and information that we think may be of interest to you. If you accept this opportunity, you can unsubscribe at any time.

17.3 In our quest to improve the guest experience, you will be sent a feedback email after your booking. Any feedback you provide in a Visitor's Book, feedback form, via public review sites (e.g. Facebook or Google) or via our social media platforms may be used by us in our social media and other marketing materials in the form of a review or testimonial, unless you request otherwise. We will refer to you only by surname, unless you have given us permission to provide further details of your identity.

17.4 Our full Privacy Policy is available on our website.

18. LAW

These Booking Terms and Condition and the booking contract to which they apply are governed in all respects by Scots Law and will be subject to the jurisdiction of the Scottish Courts.

19. ENTIRE AGREEMENT AND SEVERANCE

19.1 The booking contract incorporating these Booking Terms and Conditions constitutes the entire agreement between us and supersede any previous agreements or conditions.

19.2 If a court finds part of these Booking Terms and Conditions to be illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20. HOW TO CONTACT US

If you have any questions or complaints, please contact us by telephone on 07779 086 579 or 01981 540 558 or via email at idarbishire@yahoo.co.uk or via our website contact form.