

Booking Conditions

In these booking conditions, 'we', 'us' and 'our' means J & J Nellis Properties Ltd of Burton House Farm, Oulston, York, YO61 3RE.

Before booking with us, please read these booking conditions carefully and all the other information relevant to your booking, including:

- the property rental conditions (which means all information in any specific conditions or restrictions set out on our website description of your chosen property)
- the Important Information section of the website .
- any other written information we brought to your attention prior to confirming your booking.

When you book a property with us, you are entering directly into a contract with us the owner.

Your booking with us is subject to these booking conditions and our specific terms and conditions.

All properties on our website and in our marketing materials are offered by us the owners for the sole purpose of holiday lettings, unless expressly agreed otherwise in writing by us. Accordingly you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in Scotland and Northern Ireland.

Making your booking

All bookings depend on the property and other arrangements being available. You, as the person in charge of the party ("the party leader"), must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these booking conditions. You, as the party leader, are responsible for making all payments due to us. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions where applicable.

As long as the property is available and we have received all the relevant payments from you, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking. Your binding contract with us the owner will begin when we issue you with the written confirmation.

For bookings made within 14 days of the departure date, you will have a binding contract with us the owner when we have given you written confirmation of your booking. If we pay the deposit into our bank account, it will not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements (i.e. flights) until we have issued you with a written confirmation. We will give you your written confirmation by email. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email.

If you book by post or phone, we will acknowledge that we have received your booking and then send you confirmation by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing by email and promptly refund any money you have paid to us. In this case, we as the owner will not have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

Where we offer the option of a provisional telephone booking, the property will be released for general sale after the agreed time period unless you fully confirm the booking.

Even if we have sent a written confirmation, we as the owner, have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of our booking conditions (iii) information supplied by you in relation to your booking is incorrect (iv) you have behaved in a vexatious, abusive or unlawful manner to us as owners, or to our staff. If we cancel your booking, we will tell you in writing (by email) and us as the owner, will not have any legal responsibility to you.

Payment

When you book, you must pay the deposit amount by debit or credit card using our online payment system. We only accept payment in pounds sterling.

We must then receive the balance due no less than 3 weeks before the start of your stay. If you book less than 3 weeks before the start of your stay payment must be received in full.

If you do not pay any payment due in relation to your booking by the appropriate date, we as owners, are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately. Your deposit will not be returned.

There is no charge for debit or credit card payments. If your bank refuses to make your payment for any reason, we are entitled to charge you an administration charge of £35.

Pricing

We will confirm the price of your booking and send you your booking confirmation email when you make it. You must check the price and all other details of your chosen arrangements are correct at the time of booking.

All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made.

All accommodation prices are for the property as a whole and are not on a per person basis. A dog charge applies.

Brochure and website details

We aim to make sure that the information provided by us the owners, is presented accurately on our website, in brochures and other promotional literature or material we produce and provide. It is intended to present a general idea of the arrangements. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual property/arrangements and its description. This is usually because us as the owners are always aiming to improve our services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned in the brochure or on our website, by our advisers or advertised elsewhere. We make reasonable efforts to make sure that information we give you about your property and its facilities or services, as well as advertised travel and other services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete, or misleading information about any property/arrangements or its facilities and services, unless and only to the extent that this was caused by our negligence.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business purposes. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi. Please note we are in a rural location.

If you change or cancel your booking

a) Changes

If you want to change any detail of your confirmed booking, we will do our best to make the changes; provided that we had had not less than 7 days prior notice. However, we must receive your notice by email. Changes can only be accepted in accordance with our owner terms and conditions.

b) Full cancellations

If you have to, or want to, cancel your booking after it has been confirmed, we must receive your notice in writing by email. If the cancellation is less than 14 days prior to your arrival then 50% of your full payment will be refunded, if your cancellation is less than 7 days prior to your arrival then 25% of your full payment will be refunded. For a booking made using a deposit but not paid for in full the deposit is non-refundable.

c) Cancellations due to government public health measures

If you have to cancel your booking because UK government public health measures mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to either:-

Transfer your booking to a later date, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower; or

Request a refund of the amount already paid by you for the booking.

You will have to contact us by email in order to access these options.

Cancellations by us, the owner

We reserve the right, at our sole discretion, to cancel any booking you have made with us for accommodation, in which event we shall refund all monies you have paid to us. We will have further liability obligation in the event we cancel your booking. You agree that it is your responsibility to take out insurance to recover any losses or other liabilities you may suffer or incur as a consequence of us cancelling your booking.

Travel Insurance

We recommend that you take out enough travel insurance to cover you for your total stay.

We do not check insurance policies to make sure they are suitable, and this remains your responsibility. You are responsible for covering us if we suffer any losses or expenses arising out of your failure to take out proper insurance cover. We strongly advise you to take out insurance which will cover any damage which may happen to property which belongs to other people and which may get damaged.

It is your responsibility to make sure that the insurance cover you buy is enough for your needs.

Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we as owners, reasonably feel unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

Your property

As owners we set the following conditions on your stay at the property:

Arrival and departure- You can arrive at your property at any time after 4pm (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 10am on the last day. If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact us directly by telephone. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let us know you are arriving late, we as owners may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

Behaviour - You and all members of your party agree to:

- to keep the property clean and tidy.
- to leave the property in the same condition as you found it when you arrived.
- to behave in a way at all times while at the property which does not break any law.
- not to use the property for any illegal or commercial purpose.
- not to sublet the property or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party.
- Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.

- Maximum occupancy - You also must not allow more any persons to stay overnight in the property other than those named in your booking. You must not hold events (such as parties, celebrations, or meetings) at the property without the advance consent of us the owner. If you do any of these things, we as owners can refuse to hand over the property to you or can repossess it. If as owners we do this, we will treat this as you are cancelling the booking. In these situations, you will not receive a refund of any money you have paid for your booking. And we as the owner will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) Neither we nor the owner are under any obligation to find any alternative accommodation for you.

Pets

Pets are only allowed if they are booked at the time of booking. If you bring a pet with you, it is not allowed upstairs, on beds or furniture, or in any shared facilities. You must not leave any pets unattended in the property, including any garden, and you must keep dogs on a lead within the boundaries of a property (including the farmland). Registered assistance dogs are allowed in our properties. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property. It is your responsibility to make specific enquiries before booking and to take all steps and measures reasonably necessary to safeguard your well being if you are at any risk of experiencing any form of allergic reaction.

Smoking

No Smoking – our properties are non-smoking (including E-cigarettes)

Damage

You are responsible for and agree to reimburse to the owner and us all costs incurred by the owner and/or us as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. As owners we can ask for an extra payment from you to cover any such costs.

As owners we expect the accommodation to be left in a reasonable state on departure. If in our or our caretaker's opinion, additional cleaning is required, you will be liable to us the owner for the cost of this cleaning.

Right of Entry

As Owner's we are allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions. As the owners or our representative also is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens, you will be given reasonable notice first.

You agree to allow us the owners or our representative (including workmen) access to the property as required by this clause.

Unreasonable behaviour

As the owners of all the properties we can demand immediate vacant repossession if at our sole discretion the unreasonable behaviour of anyone in your party would be likely to cause offence to other guests, or to neighbours, or if as the owner we have reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens, the contract between you and us as the owner will end and you will not receive any refund and we will have no further liability to you whatsoever.

Complaints

If you want to complain, we, as the owners will want to take action to resolve your complaint to your reasonable satisfaction as soon as possible. It is essential that you contact us the owners immediately if any problem arises so that it can be resolved as quickly as possible. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless us the owner is told promptly. If you discuss the problem with us the owners or our representative during your stay at the property, it can usually be sorted out straightaway. In particular, complaints which would only be temporary (for example, complaints on how the property is prepared or the heating not working) cannot possibly be investigated unless registered during your stay.

Any dispute claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

Communicating with you

Please see our Privacy Notice which explains how we will process your personal data.

Pricing

All prices quoted or which we have told you about include all charges and any taxes (VAT) that apply to your holiday at the time of booking. We may also correct mistakes in the pricing of unsold arrangements at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen arrangements at the time of booking. When we confirm the price of your chosen arrangements at the time of booking.

Any dispute claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.