



BIRKDALE

Birkdale House, Helm Road, Windermere, LA23 2NN

Booking Terms and Conditions

1. The person named in the booking form ("the Guest") hereby confirms to The Matson Ground Estate Company Limited ("the Company") as follows:
 - The Guest is 21 years old or over
 - agrees that they will abide by the following conditions and will ensure that all members of the party abide by the conditions.
 - that they are adhering to current UK Government Covid restrictions that apply in their area of primary residence

2. Payment
 - 2.1 If the booking is made more than 56 days from the start of the holiday, a deposit of 20% of the full cost of the booking is payable immediately.
 - 2.2 The balance is payable 56 days before the start of the holiday.
 - 2.3 If the booking is made fewer than 56 days from the start of the holiday the full cost of the booking is payable immediately
 - 2.4 The payment dates are of the essence. The Company" reserves the right to re-let the property, without notice, if payment is not made on time and to retain a cancellation charge of £25 per week or part week booked in such circumstances. The balance held by the Company will be returned to the Guest within 5 working days
 - 2.5 The Guest should therefore contact the Company four days after sending payment to ensure receipt (unless payment has been acknowledged).
 - 2.6 On receipt of the deposit (where the rental is booked more than 56 days in advance), or the full payment of the cost of the booking (where the rental is made within 56 days of the start of the holiday), accompanied by the booking form, the Company will issue confirmation of the booking to the client.
 - 2.7 On receipt of full payment, the Company will issue instructions for access and arrangements for collection of keys.

3. Complaints

- a. If there is a complaint with the property or the service provided by the Company, the Guest should immediately contact the Company or the Company's representative, using the contact details provided on arrival. This should be done without delay and during the holiday to provide an opportunity for the Company to have the matter resolved.

4. Cancellation

- a. Insurance: **The Company strongly advise that the Guest take out their own personal cancellation insurance.**
- b. If written notice of cancellation is received by the Company, the Company will seek to re-let the property so far as is reasonable.
- c. No guarantee of re-letting is given. If the property is re-let, the Company will refund all monies paid less a cancellation charge of £25 per week or part week booked.
- d. If the Company is unable to re-let the property, then all monies paid shall be forfeit to the Company.

5. Occupancy

- a. Occupancy of the property begins from 3pm on the arrival date and finishes at 10am, or before, on the leaving date, unless alternative arrangements are agreed between the Guest and the Company.
- b. Each property has a maximum occupancy which is clearly stated on the website. The Guest must not permit more people to occupy the property than the maximum occupancy.
- c. All members of the party agree to leave the property clean and tidy and to replace immediately any breakages.
- d. The Company reserves the right to charge for additional cleaning costs.
- e. The Company will collect from the Guest a damage deposit of £750.00, payable on booking, or 56 days before the start of the holiday.
- f. At the end of the booking, the damage deposit will be used towards the cost of making good any breakages or any other damage, cleaning, or other expenses and charges resulting from breach of the booking conditions.
- g. If there is no such breach, the damage deposit will be refunded in full within 14 days of the end of the holiday.
- h. If the cost of remedying the breach is less than the damage deposit, the balance will be refunded once the cost of remedy has been ascertained.

- i. If the cost of remedying the breach is greater than the damage deposit, the Guest is required to pay to the Company the excess within 14 days upon being notified of such claim.
6. Electricity charges and all other utilities are included in the rental charge.
7. The Company shall be allowed access to the property at any reasonable time during the Guest's occupancy, in the event of an emergency or for any essential maintenance or repair - if possible, this will be by prior arrangement.
8. The property must not be sub-let by the Guest. The property must be kept locked and properly secured when left unoccupied by the Guest.
9. To the extent allowed by English law, the Company, its employees and agents shall not be liable to the Guest or third parties for any loss or damage arising from breach of contract, negligence, misrepresentation or otherwise.
10. This agreement is governed by English law.