

CASA MIMOSA

BOOKING AGREEMENT

In this Booking Agreement, 'you' or 'your' means you, the lead booking contact on your Booking Form who certifies that you are 21 years of age or over at the time of booking, and any person included in your party and whose details are included on the Booking Form. Please note we will only correspond with the lead booking contact in correspondence, including when you wish to cancel or amend your holiday booking.

'we' or 'us' or 'our' means Tracy Lowther, trading as Casa Mimosa.

1. BOOKING YOUR HOLIDAY

1.1 This Booking Agreement sets out the terms under which we both agree will govern your booking of, and stay in, Casa Mimosa (your 'Stay').

1.2 The tariff, availability information and other information contained on our website, www.casa-mimosa.co.uk (the website) are for information only and are subject to change from time to time. When we send you an email confirming that your booking is confirmed (the 'Booking Confirmation'), this Booking Agreement will come into effect immediately.

1.3 All information provided on our website is provided in good faith, however representations made on our website or by third party booking agents are expressly excluded from this Booking Agreement.

1.4 Rental of Casa Mimosa shall commence at 16.00 pm on the first day of your Stay and finishes at 10.00 am on the last day of your Stay, unless otherwise agreed.

2. CUSTOMER'S OBLIGATIONS

2.1 It is your obligation to: (a) ensure that you provide us with accurate information about you and any other person included in your booking; (b) respond to communications about your booking within a reasonable time;

and (c) ensure that you pay the Deposit and the Balance on time.

2.2 If we are unable to confirm or honour your booking due to any act or omission of yours, we reserve the right to offer Casa Mimosa to another customer for the same period.

2.3 we are not liable for any costs or losses sustained by you should we be unable to confirm or honour your booking due to any failure of yours to meet your obligations under this clause 2.

3. PRICE, PAYMENT AND DEPOSIT

3.1 The price for your stay will be the price stated on your Booking Confirmation ('the Price').

3.2 you agree to pay a non-refundable booking deposit of 20% of the Price of your stay to secure your booking (the Booking Deposit), in cleared funds to the bank account details supplied by us and quoting any reference we require in order to identify your payment.

3.3 The balance of the Price must be paid on the working day which falls immediately before the date 10 calendar weeks before your stay begins (the Balance).

3.4 you must also pay a refundable breakages deposit of £100 (the Breakages Deposit) with the Balance. We will acknowledge receipt and undertake to return the Breakages Deposit to you within

seven days of the end of your Stay, less any sum payable arising from your breach of any clause of this Booking Agreement.

3.5 In accordance with the Consumer Protection (Distance Selling) Regulations 2000 you are entitled to cancel your booking within seven days of our sending you the Booking Confirmation, with a full refund of your Booking Deposit.

4. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 4

4.1 Nothing in these Booking Conditions shall limit or exclude our liability for death or personal injury caused by our negligence or our fraud or fraudulent misrepresentation.

4.2 Subject to clause 4.1: (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Booking Agreement including any losses that may result from a deliberate breach of the Booking Agreement by us, our employees, agents or third party booking agents; and

(b) we shall not be liable to you for any losses arising from any temporary defect or stoppage in the supply of public services to Casa Mimosa, nor in respect of any equipment, plant, machinery or appliance in Casa Mimosa or the garden or for damage or injury the result of adverse weather conditions; and (c) our total liability to you in respect of all other losses arising under or in connection with this Booking Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Booking Agreement by us, our employees, agents or third party booking agents, shall not exceed the Price.

4.3 Except as set out in these Booking Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Booking Agreement.

4.4 This clause 4 shall survive termination of the Booking Agreement.

5. CANCELLATION

5.1 Without limiting our other rights or remedies, we may terminate this Booking Agreement and cancel your Stay with immediate effect by giving written notice to you, if you fail to pay any amount due under this Booking Agreement on the due date for payment, at which time you will forfeit your Deposit and such proportion of the Price you have already paid in accordance with clause 6.1 below.

5.2 Without limiting any other rights or remedies and each party shall have the right to cancel the booking and terminate this Booking Agreement immediately on giving the other written notice.

6. CONSEQUENCES OF CANCELLATION

6.1 Upon the cancellation of the booking and termination of this Booking Agreement by you in accordance with clause 5.2 above, we will refund you 100% of the Balance of the Price, if cancelled within 30 days of check in. If under 30 days of check in, no refund will be payable.

6.2 Upon the cancellation of the booking and termination of this Booking Agreement by us in accordance with clause 5.2 above, we will refund you all sums paid by you until the moment of cancellation. For the avoidance of doubt, this clause does not apply when we have cancelled your stay for any reason beyond our control and set out in clause 9 below.

7. DURING YOUR STAY

7.1 You agree to observe (and ensure that all of the guests in the group) the following during your Stay at Casa Mimosa: (a) to keep the contents in their present state of repair and condition and replace with similar articles of at least equal value, any articles that are so damaged as to be incapable of being restored to their former condition, with the exception of damage deemed reasonable by us, or reasonable wear and tear. You agree not to move any items of furniture from room to room in the Casa and must replace in its original position, any furniture that is moved between rooms. (b) not to deface Casa Mimosa internally or externally or permit or suffer it to be defaced. (c) to use Casa Mimosa as a private holiday residence only and not for any other purpose whatsoever for a maximum of 4 guests. Furthermore, you agree not to assign, underlet or share possession of Casa Mimosa or any party of it. (d) not to do anything on or in connection with Casa Mimosa that may be or tend to be a nuisance, annoyance or cause of damage to us or to any neighbouring or adjoining property or its owners or occupiers, or allow anyone else to do so (e) not to use Casa Mimosa for any immoral or illegal purpose, or to allow anyone else to do so. (f) not to block sinks, drains, baths, lavatories or pipes in Casa Mimosa. (g) to report to us immediately, details about any defect or disrepair in the property. (h) to leave Casa Mimosa in a clean and tidy state at the end of your stay. In the event that extra-ordinary costs are incurred in cleaning Casa Mimosa after your stay, we reserve the right to deduct these costs from your Breakages Deposit. (i) not to smoke in any area other than the designated smoking area on the roof terrace. (j) As we live in a quiet residential area, noise is to be kept at a minimum, after 10pm.

and you agree to indemnify us for any damage caused by a breach of any of the provisions of this clause 7 and for the deduction from or forfeit of your Breakages Deposit, as appropriate.

8. INSURANCE

8.1 we strongly recommend that you arrange your own comprehensive travel insurance policy (including cancellation cover) as our insurance does not cover you for any losses which would normally be covered by personal travel insurance.

9. GENERAL

9.1 Force majeure: (a) For the purposes of this Booking Agreement, Force Majeure Event means an event beyond the reasonable control of us including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport network, act of God, adverse weather conditions, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or third party booking agents. (b) we shall not be liable to you as a result of any delay or failure to perform our obligations under this Booking Agreement or your ability to travel to, or stay in, Casa Mimosa as a result of a Force Majeure Event. (c) If the Force Majeure Event prevents Casa Mimosa being available for your stay we shall, without limiting our other rights or remedies, have the right to terminate this Booking Agreement immediately by giving written notice to you without providing you with a refund.

9.2 Assignment: (a) we may at any time assign, transfer or charge or deal in any other manner with all or any of our rights under the Booking Agreement and may delegate in any manner any or all of our obligations under the Booking Agreement to any third party or agent. (b) you shall not, without the prior written consent of us, assign, transfer, charge, or deal in any other manner with all or any of your rights or obligations under the Booking Agreement.

9.3 Notices: (a) Any notice or other communication required to be given to either you or us under this agreement must be given in writing by e-mail to us at casa-mimosa@outlook.co.uk or to you at the address provided by you on your Booking Request. Such notice shall be deemed to have been received at the time it was sent, provided it is properly addressed and capable of being received by the other party.

9.4 Waiver: (a) A waiver of any right under the Booking Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Booking Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. (b) Unless specifically provided otherwise, rights arising under the Booking Agreement are cumulative and do not exclude rights provided by law.

9.5 Severance: (a) If a court or any other competent authority finds that any provision of the Booking Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Booking Agreement shall not be affected. (b) If any invalid, unenforceable or illegal provision of the Booking Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.6 No partnership: Nothing in the Booking Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

9.7 Third parties: A person who is not a party to the Booking Agreement shall not have any rights under or in connection with it.

9.8 Variation: Any variation, including the introduction of any additional terms and conditions, to the Booking Agreement, shall only be binding when agreed in writing and signed by us.

9.9 Governing law and jurisdiction: This Booking Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contract disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.