

LAYHEAD FARM COTTAGES – TERMS & CONDITIONS

Herewith LAYHEAD FARM COTTAGES Terms & Conditions. If anything is unclear, please contact Rosemary at rosehyslop@layhead.co.uk or on 07714764329.

1. MAKING YOUR BOOKING THROUGH THE WEBSITE

- 1.1 All bookings are subject to availability.
- 1.2 When you make a booking on “LAYHEAD FARM COTTAGES website, you undertake that:-
 - 1.2.1 You are at least 18 years old and have the legal capacity to make the transaction at the time of booking;
 - 1.2.2 You are responsible for making payment of the deposit to LAYHEAD FARM COTTAGES” and you accept financial responsibility for all transactions made under your name or account;
 - 1.2.3 You are authorised to do so and that all other party members agree that the booking is subject to these terms and conditions; and
 - 1.2.4 The details you give to LAYHEAD FARM COTTAGES when making a booking are correct in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the deposit.
- 1.3 Subject to the above and receipt of the deposit by LAYHEAD FARM COTTAGES, you will be issued with a written confirmation by email as soon as reasonably possible showing your booking details and the amount of the deposit paid.
- 1.4 As soon as your confirmation is received, you must check the details carefully. If anything is not correct you should tell us immediately. It is your responsibility to check your emails regularly and to advise of any change to your email address.
- 1.5 LAYHEAD FARM COTTAGES have the right to refuse any booking prior to the issue of your written confirmation. If LAYHEAD FARM COTTAGES do this LAYHEAD FARM COTTAGES will tell you in writing and promptly refund any deposit due that you have paid to LAYHEAD FARM COTTAGES. In this case neither LAYHEAD FARM COTTAGES nor the property owner shall have any liability towards you.
- 1.6 You must not use the website for speculative, false or fraudulent bookings.
- 1.7 Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to your booking and may make the booking fee subject to increase. Please ensure that the details you give match those on your credit card billing

statement. LAYHEAD FARM COTTAGES also reserves the right to cancel bookings after issue if payment of the deposit is declined or incorrect cardholder details and billing information have been supplied.

- 1.8 In an effort to minimise the effects of credit card fraud, LAYHEAD FARM COTTAGES reserve the right to carry out random checks and may request you to either fax or post to LAYHEAD FARM COTTAGES proof of your address and a copy of the credit card and recent statement before processing any bookings.

- 1.9 Refund Protection will be offered to you at the time of booking.

2. TO MAKE A TELEPHONE OR EMAIL BOOKING

- 2.1 All bookings are subject to availability.
- 2.2 Contact the owner by email or telephone and submit a booking form.

3. PAYMENT

- 3.1 When you make a booking on LAYHEAD FARM COTTAGES website. The balance of the deposit must be paid before LAYHEAD FARM COTTAGES sends you the confirmation email and passes your details onto the property owner.
- 3.2 Payment can be made by card, bank transfer, or cheque.

4. PRICING

- 4.1 The amount of the deposit may be increased or decreased, and corrections made to errors in advertised deposits at any time before your booking is confirmed. The amount of the deposit paid will be confirmed at the time of booking.
- 4.2 All deposits quoted or otherwise advised to you include all charges and any UK taxes or governmental levies that apply to your booking at the time of booking.

5. BROCHURE OR WEBSITE DETAILS

LAYHEAD FARM COTTAGES aim to ensure that the information provided is accurately conveyed on LAYHEAD FARM COTTAGES website. There may be small differences between the actual property and its description, as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, LAYHEAD FARM COTTAGES will tell the party leader as soon as reasonably practical after LAYHEAD FARM COTTAGES become

aware of the situation. LAYHEAD FARM COTTAGES cannot accept responsibility for any changes or closures to local services or attractions mentioned on LAYHEAD FARM COTTAGES website. LAYHEAD FARM COTTAGES makes reasonable efforts to ensure that information supplied to you in relation to your booking is accurate and complete as at the date given. LAYHEAD FARM COTTAGES cannot accept responsibility for any inaccurate, incomplete or misleading information about any booking, except where any such information has arisen out of our negligence.

6. IF YOU CHANGE OR CANCEL YOUR BOOKING

6.1 Changes

6.1.1 If, you wish to change any detail of your confirmed booking contact the property owner of the proposed changes, provided that notification is received in writing from the party leader.

6.1.2 However LAYHEAD FARM COTTAGES cannot guarantee that the property owner concerned will be able to meet any such request.

6.1.3 This notification may incur extra costs. You will be informed by LAYHEAD FARM COTTAGES if this is the case, and these costs must be paid by you.

6.1.4 Please be aware that all deposits paid by the party leader LAYHEAD FARM COTTAGES website are non-refundable.

6.2 Full Cancellations

6.2.1 If you have to, or wish to, cancel your booking, the party leader must contact LAYHEAD FARM COTTAGES as soon as possible. The day LAYHEAD FARM COTTAGES receive your notification of cancellation is the date on which your booking with the property owner is cancelled.

6.2.2 Depending on your reason for cancellation, you may receive a refund authorised by the property owner of all monies you have paid to them for your booking (excluding, where applicable, any amendment charges and credit card charges you have already incurred, LAYHEAD FARM COTTAGES will also retain a cancellation administration fee of £50 per cancelled booking, plus the deposit.)

- 6.2.3 Please note that the refund provisions referred to above only apply if the cancellation applies to all members of your party. All prices are for the entire property and not on a per person basis.
- 6.2.4 Under your contract with the property owner, in order to qualify for a refund your reason for cancelling must be one of the following, must apply to a member of your party, and with the exception of pregnancy must have occurred after your booking and must prevent you from taking your trip (please note that you will not receive a refund for pregnancy where the party member is expected to give birth within 14 weeks of the arrival):-
- 6.2.4.1 Illness/Pregnancy (subject to medical evidence of unfitness to travel);
 - 6.2.4.2 Death;
 - 6.2.4.3 Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years);
 - 6.2.4.4 Jury or Witness service (in a Court of Law);
 - 6.2.4.5 Illness or Death of a close relative (a close relative is defined as one of the following - Spouse, Son or Daughter (in law), Parent (in law), Grandparent, Sister or Brother, Fiancé(e));
 - 6.2.4.6 Your home is rendered uninhabitable due to fire, storm, flood, subsidence or malicious damage;
 - 6.2.4.7 Your presence is requested by the Police, following a burglary at your home or place of business, during the period of your holiday or within the preceding 7 days;
 - 6.2.4.8 Your unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost holiday is recoverable from any other source); or compulsory quarantine.
 - 6.2.4.9 You are unable to reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident en route (NB: This only applies if you have made every effort to attempt to complete your journey. You will need to produce evidence from the Police, RAC or AA).
- 6.3 Although a refund is available in these circumstances you may prefer to delay your arrival to a mutually convenient date to you and the property owner.
- 6.4 The following reasons for cancellation do not qualify for a refund as set out above:-
- 6.4.1 Suicide or attempted suicide;
 - 6.4.2 Intentional self-injury;
 - 6.4.3 The effect of intoxicating liquor or drugs; and

6.4.4 Or any other reason which is not specifically referred to.

6.5 Where the reason for cancellation does not fall within one of the qualifications for a refund as set out above, a cancellation charge will be payable, levied by the property owner, based on the number of days before the arrival date at the property that LAYHEAD FARM COTTAGES receives notification of your cancellation, as shown in the following table. This means that if you have paid the balance of your total holiday cost and then have to, or wish to, cancel, you may receive a refund of part of such cost. However, if you have not paid your total holiday cost by the time of your cancellation, you may be required to make a further payment by way of cancellation charge.

6.6 Any credit card charges and administration fees for making any changes will still be payable in full by you. Please note that, where already paid, such credit card charges and administration fees are not refundable in the event of your cancellation.

6.7 Cancellation charges

Number of days before start date of your arrangements that notification of cancellation is received by us	Cancellation Charge (plus all booking fees, insurance premiums, credit card charges or administration fees payable by you)
More than 70 days	Full Deposit (including any Balance of Deposit due)
29 – 70 days	50% of Accommodation Cost or Full Deposit (including any Balance of Deposit due), whichever is the greater.
15 – 28 days	75% of Accommodation Cost
14 days or less	90% of Accommodation Cost
On arrival date or later	Full Accommodation Cost

6.8 Curtailment of your stay

A refund as set out above is also available if your stay is cut short for any of the qualifying reasons set out above. In this case, you will be reimbursed for the appropriate proportion of the cost of your stay. This only applies if the property is vacated by all persons in your party. Where your stay is curtailed for medical reasons affecting any persons in your party, you will need to produce a certificate from a local doctor, confirming the necessity of returning home.

6.9 Partial Cancellations

Where only part of your party needs to cancel this will not normally affect the total cost of your booking unless any travel arrangements or additional services which are charged on a per person basis are cancelled. In these instances any such per person charges paid will be refunded after deducting any cancellation charges made by the property owner concerned.

7. CANCELLATIONS OR CHANGES BY THE PROPERTY OWNER

The property owners do not expect to have to make any changes to your booking, but sometimes problems occur and bookings have to be changed or cancelled or errors in brochures or other details corrected. The property owner reserves the right to do so. If this does happen, LAYHEAD FARM COTTAGES, on their behalf, will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation; minor changes will be notified by post) as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change.

8. LAYHEAD FARM COTTAGES LIABILITY TO YOU

- 8.1 Your contract with the property owner is subject to these terms and conditions, which may contain additional limitations to their liability. LAYHEAD FARM COTTAGES may forward any relevant terms and conditions to you on their behalf.
- 8.2 LAYHEAD FARM COTTAGES do not exclude or limit any liability for death or personal injury which arises as a result of LAYHEAD FARM COTTAGES' negligence or that of LAYHEAD FARM COTTAGES' employees whilst acting in the course of their employment, or for LAYHEAD FARM COTTAGES'S own criminal act.
- 8.3 Neither LAYHEAD FARM COTTAGES nor the property owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the property owner's control. In the event that a source of reasonably obvious noise has been in existence prior to your arrival and LAYHEAD FARM COTTAGES is informed of this, LAYHEAD FARM COTTAGES will contact you to inform you of the disturbance. LAYHEAD FARM COTTAGES cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

9. INSURANCE

LAYHEAD FARM COTTAGES recommend that you take out adequate travel insurance to cover you for the duration of your stay.

10. 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 LAYHEAD FARM COTTAGES before you confirm your booking and give LAYHEAD FARM COTTAGES full details in writing as early as possible before you travel. If the property owner reasonably feels unable to properly accommodate the particular needs of the person concerned, LAYHEAD FARM COTTAGES reserves the right to decline or cancel the reservation.

11. YOUR PROPERTY

- 11.1 You can arrive at your property at any time after 3.00PM (unless advised otherwise, for example on your confirmation) on the start date of your rental period and you must leave by 10.00AM on the last day. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not advise LAYHEAD FARM COTTAGES of your late arrival, LAYHEAD FARM COTTAGES may treat your booking as having been cancelled by you. No refund of any monies paid by you will be made in this situation.
- 11.2 LAYHEAD FARM COTTAGES may require you to pay a security deposit on arrival. If this applies to your chosen property you will be advised of the amount at the time of booking. The security deposit will be refunded by the property owner at the end of your rental period (less any costs for breakages, damage etc. if applicable).
- 11.3 You and all members of your party agree to keep the property clean and tidy, to leave the property in a similar condition as you found it upon your arrival, and to behave lawfully at all times whilst at the property.
- 11.4 You and all members of your party further agree not to use the property for any unlawful or commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by LAYHEAD FARM COTTAGES on behalf of the property owner.
- 11.5 You are responsible to the property owner for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your party, and the property owner can require payment from you to cover any such costs.
- 11.6 The property owner is entitled at their sole and absolute discretion to refuse to hand over to you, or to repossess, the property if the property owner reasonably believes you or any

member of your party is behaving unlawfully, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any members or your party. These circumstances will be treated as a cancellation by you.

- 11.7 You also must not allow more people than the website states to occupy the property, neither can you significantly change the composition of your party during your occupation of the property. If you do any of these things, the property owner can refuse to hand over the property to you or can repossess it. If the property owner does so, this will be treated as a cancellation by you. In these situations, no refund of any monies you have paid in respect of your booking will be made and neither will the property owner will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as the cost of securing an alternative property/accommodation or the payment of any compensation to you). Neither will the property owner will be obliged to find any alternative accommodation for you.
- 11.8 You must allow the property owner and any representative of the property owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations the property owner is entitled to enter the property at any time without giving you prior notice).
- 11.9 Pets are allowed unless stated otherwise. If you take a pet with you, it is not allowed on beds or furniture, or in any other areas as notified to you by the property owner. Pets should not be left unattended in the property, and dogs should be kept on a lead within the boundaries of a property including the garden. Please notify the property on booking that you wish to bring a pet with you.
- 11.10 Registered guide and support dogs belonging to those with visual and hearing impairments are allowed in all properties even where the property description states that pets are not allowed.
- 11.11 Customers with allergies should be aware that LAYHEAD FARM COTTAGES cannot guarantee that a registered guide and/or support dog has not stayed in their chosen property nor can LAYHEAD FARM COTTAGES accept any liability for any suffering which may occur as a result of such animals having been present.
- 11.12 **ELECTRIC CAR CHARGING** - If you wish to charge up your electric or hybrid car, please could you make arrangements with me before your arrival. Charges will be based on kilowatt (kWh) per hour.

12. SPECIAL REQUESTS

If you have any special requests, you must advise LAYHEAD FARM COTTAGES prior to booking and confirm them in writing' otherwise no guarantees can be given that any request will be met. Confirmation that a special request has been noted by the property owner, or the inclusion of the special request on your written confirmation or any other documentation, is not confirmation that the request will be met. Failure to meet any special request will not be a breach of these terms and conditions. Conditional bookings cannot be accepted ie: any booking which is specified to be conditional on the fulfilment of a particular request.

13. COMPLAINTS

- 13.1 If you have any cause for complaint then LAYHEAD FARM COTTAGES, is anxious that remedial action is taken as soon as possible. It is essential that you contact the property owner or their representative immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless the property owner is promptly notified. Discussion of any criticisms with the property owner or their representative whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence.
- 13.2 If you cannot make contact with the property owner or his/her representative, or if you remain unhappy with their response, then the party leader must, within 30 days of returning from your holiday rental, put your complaint in writing to LAYHEAD FARM COTTAGES. This procedure is designed to ensure the speediest possible investigation and rectification of complaints.
- 13.3 Please help LAYHEAD FARM COTTAGES to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate.

14. LAYHEAD FARM COTTAGES WEBSITE

- 14.1 LAYHEAD FARM COTTAGES does not make any warranty that this website is free from infection by viruses or anything else that has contaminating or destructive properties.
- 14.2 LAYHEAD FARM COTTAGES assume no responsibility for the contents of any other websites to which LAYHEAD FARM COTTAGES'S website has links and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content on such hyperlinked sites. LAYHEAD FARM COTTAGE may not

have control of such websites. The inclusion of any hyperlinks to such other websites does not mean that LAYHEAD FARM COTTAGES endorse the material on such websites or have any association with the owner thereof.

- 14.3 This website may permit you to link to many other websites that may or may not be affiliated with this website and/or with us, and that may have terms and conditions that differ from, or contain terms and conditions in addition to, these terms and conditions specified on this website. Your access to such websites through any links provided on this website is governed by the terms and conditions of those websites, and not this website.
- 14.4 LAYHEAD FARM COTTAGES does not guarantee the transmission or processing of any information or online activity or transaction submitted to this website. The transmission of any information does not mean the online activity or transaction has been accepted or rejected, but merely indicates that a transmission has been initiated. All online activities and transactions are subject to written confirmation, whether in electronic form or otherwise.
- 14.5 The level of service available on and from this website may vary, and this website may be inaccessible or "down" for periods of time and LAYHEAD FARM COTTAGES reserve the right to suspend or discontinue this website, in whole or in part, for business or technical reasons.
- 14.6 Neither LAYHEAD FARM COTTAGES nor any person involved in the creation, production and distribution of this website, warrants that the functions contained in this website will be uninterrupted or error-free or that defects will be corrected.

15. CONDITIONS OF USING LAYHEAD FARM COTTAGES WEBSITE

- 15.1 As a condition to your use of this website, you warrant to LAYHEAD FARM COTTAGES that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions, including without limitation the posting or transmitting of any threatening or libellous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material.
- 15.2 LAYHEAD FARM COTTAGES reserve the right in its sole, absolute and unfettered discretion at any time to restrict or prohibit access to this website for any user for any reason, and especially to restrict or prohibit access for users who demonstrate patterns of abuse, or unusual or improper use of this website or who violate these terms and conditions. If you violate any of these terms and conditions, your permission to use this website immediately terminates without the necessity of any notice.

16. INTELLECTUAL PROPERTY

- 16.1 This website is owned, controlled, managed and operated by LAYHEAD FARM COTTAGES.
- 16.2 All content on this website, including, but not limited to text, images, illustrations, audio clips and video clips, are protected by copyrights, trademarks and/or other intellectual property rights and are owned and controlled by LAYHEAD FARM COTTAGES.
- 16.3 This website is for personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website. You may only download to your personal computer for viewing purposes and print out pages from this website for your personal use.

17. DISCLAIMER OF WARRANTIES AND LIABILITY

- 17.1 All content on this website is provided "as is" and "as found" and without warranties of any kind, either express or implied other than those warranties which, under UK law applicable to these terms and conditions, are implied by law and are incapable of exclusion, restriction or modification.
- 17.2 LAYHEAD FARM COTTAGES disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and infringement.
- 17.3 LAYHEAD FARM COTTAGES do not warrant or make any representations regarding the results that may be obtained from the use of this website, or as to the reliability or accuracy of any content information, service and/or merchandise acquired pursuant to your use of this website.
- 17.4 LAYHEAD FARM COTTAGES attempts to ensure that the content that you access on this web site at any one time is accurate. However, the content may include inaccuracies, typographical errors and omissions. LAYHEAD FARM COTTAGES will do its best to correct errors and omissions as quickly as practicable after being notified of them. Changes are periodically made to the content that you access on this website with additions, deletions and amendments occurring thereto and improvements and/or changes may be made to the functionality, design or layout of this website.
- 17.5 You expressly agree that use of this website is at your sole risk. You (and not us) assume the entire cost of all necessary servicing, repair or correction of your system. You expressly agree that neither us nor any person or entity involved in the creation, production and distribution of this website, is responsible or liable to any person whatsoever for any loss, damage (whether indirect, punitive, incidental, special, or consequential), liability or other cause of any kind or

character whatsoever based upon contract, tort, strict liability or otherwise arising out of or resulting from the use or attempted use of this website or any other linked site, except in relation to liability, loss and damage for death or personal injury for which no limit applies.

- 17.6 By way of example and without limiting the generality of the foregoing, we shall not be liable for any claim, loss or damage arising out of or resulting from failure of performance of this website, error, omission, interruption, deletion, defect, delay in operation, computer virus, theft, destruction, unauthorised access to or alteration of personal records, or other materials appearing on this website. You expressly acknowledge and agree that LAYHEAD FARM COTTAGES are not liable for any defamatory, offensive or illegal conduct of other subscribers or third parties.
- 17.7 LAYHEAD FARM COTTAGES shall only be liable for direct loss arising out of or resulting from the use of this website, whether based on contract, tort, strict liability or otherwise, up to a maximum of the total value of the transaction under which the claim arises for any one event or series of connected events.
- 17.8 This liability section applies only and to the greatest extent permitted by law.
- 17.9 This does not affect your statutory rights as a consumer.

18. INDEMNIFICATION

You agree to indemnify, defend and hold harmless LAYHEAD FARM COTTAGES from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation by you of these terms and conditions.

19. CONFIDENTIALITY

- 19.1 LAYHEAD FARM COTTAGES will keep in strict confidence all confidential information which has been disclosed LAYHEAD FARM COTTAGES by you. LAYHEAD FARM COTTAGES shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging LAYHEAD FARM COTTAGES'S obligations under these terms and conditions, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind LAYHEAD FARM COTTAGES.
- 19.2 This clause shall survive termination of these terms and conditions.

20. DATA PROTECTION

- 20.1 When you make a booking on the website, LAYHEAD FARM COTTAGES may need to collect information about you to process the booking. LAYHEAD FARM COTTAGES will only use the personal information you provide to it to process the booking, or to inform you about similar services which LAYHEAD FARM COTTAGES provides, unless you tell LAYHEAD FARM COTTAGES that you do not want to receive this information. Personal information may include, but is not limited to, details such as your name, your address and your credit card details.
- 20.2 Unless LAYHEAD FARM COTTAGES have your express consent, LAYHEAD FARM COTTAGES will not pass your data to third parties.

21. FORCE MAJEURE

- 21.1 LAYHEAD FARM COTTAGES will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms and conditions that is caused by events outside LAYHEAD FARM COTTAGES' reasonable control (**Force Majeure Event**).
- 21.2 For the purposes of these terms and conditions, **Force Majeure Event** means an event beyond the reasonable control of LAYHEAD FARM COTTAGES including but not limited to strikes, lock-outs, pandemics or other industrial disputes (whether involving the workforce of LAYHEAD FARM COTTAGES or any other party), failure of a utility service or transport network, act of God, 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 subcontractors.
- 21.3 LAYHEAD FARM COTTAGES'S obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and LAYHEAD FARM COTTAGES will extend the time to perform these obligations for the duration of that period LAYHEAD FARM COTTAGES will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which LAYHEAD FARM COTTAGES'S obligations under these terms and conditions can be performed despite the Force Majeure Event.

22. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between you and LAYHEAD FARM COTTAGES. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of LAYHEAD FARM COTTAGES which is not set out in these terms and conditions.

23. ASSIGNMENT AND SUBCONTRACTING

- 23.1 LAYHEAD FARM COTTAGES may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these terms and conditions and may subcontract or delegate in any manner any or all of its obligations under these terms and conditions to any third party or agent.
- 23.2 You shall not, without the prior written consent of LAYHEAD FARM COTTAGES assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these terms and conditions.

24. NOTICES

- 24.1 Unless stated otherwise in these terms and conditions, any notice or other communication required to be given to LAYHEAD FARM COTTAGES under or in connection with these terms and conditions shall be in writing and shall be delivered to you personally, or sent by prepaid first-class post, recorded delivery, or by email, at your address.
- 24.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at your address or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next business day after transmission.
- 24.3 For the purposes of this clause, "writing" shall include e-mails and for the avoidance of doubt notice given under these terms and conditions shall be validly served if sent by e-mail.

25. WAIVER

- 25.1 A waiver of any right under these terms and conditions 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 LAYHEAD FARM COTTAGES in exercising any right or remedy under these terms and conditions 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.
- 25.2 Unless specifically provided otherwise, rights arising under these terms and conditions are cumulative and do not exclude rights provided by law.

26. SEVERANCE

- 26.1 If a court or any other competent authority finds that any provision of these terms and conditions (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 these terms and conditions shall not be affected.
- 26.2 If any invalid, unenforceable or illegal provision of these terms and conditions would be valid, enforceable and legal if some part of them were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

27. NO PARTNERSHIP

Nothing in these terms and conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between you and LAYHEAD FARM COTTAGES, nor constitute you or LAYHEAD FARM COTTAGES the agent of another party for any purpose. Neither you or L AYHEAD FARM COTTAGES shall have authority to act as agent for, or to bind, each other in any way.

28. RIGHTS OF THIRD PARTIES

A person who is not a party to these terms and conditions shall not have any rights under or in connection with them.

29. VARIATION

Any variation, including the introduction of any additional terms and conditions, to these terms and conditions by you, shall only be binding when agreed in writing and signed by LAYHEAD FARM COTTAGES.

30. GOVERNING LAW AND JURISDICTION

These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

LAYHEAD FARM COTTAGES

September 2024