

# Booking Conditions & Cancellation

## Terms and Conditions

THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING DOCUMENT. THEY SET OUT THE TERMS ON WHICH WE ARE PREPARED TO HIRE A COTTAGE TO YOU.

## Definitions

In these terms and conditions, where the expressions "Arrival Date", "Cottage", "Departure Date", "Deposit", "Holiday Period" and "Holiday Price" are used, they shall have the meanings given to them in our written Booking Confirmation. Please see section below.

## Booking Confirmation

A booking is only confirmed by us when we have sent you a written confirmation of your booking (which will be received via e-mail) and received your deposit in cleared funds.

## Nature of the Booking

Once we have issued a written booking confirmation and received your Deposit in cleared funds (and in return for you complying with these Terms and Conditions including your payment obligations) you are granted a license to occupy the Cottage during the Holiday Period for the purpose of a holiday.

The Booking is not intended to create any relationship of landlord and tenant between us.

You are not entitled to any tenancy, or to an assured shorthold tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the license to occupy ends.

The booking is personal to you. You must not use the Cottage except for the purposes of a holiday by you and your group during the Holiday Period and not for any other purpose.

## Arrival And Departure

Please call the Cottage Manager 2 days before the Arrival Date to confirm your arrival time. And make arrangements to get into the cottage This telephone number was sent to you with your 'confirmation' email.

You must vacate the Cottage by 10.30am on the Departure Date.

## Payment

Debit Cards: Debit and Credit card payments are accepted free of surcharge.

Cheques: Cheques cannot be accepted.

## When you have to pay

If bookings are made within one month of the Arrival Date the Holiday Price must paid in full.

For booking made in excess of one month from the Arrival Date you must pay a deposit.

Details of the deposit will be set out in our written Booking Confirmation the balance will be taken one month prior to the Arrival Date or according to the policy of the Online Travel Agency through which you have booked.

If the booking is made online directly with us then the balance payment will automatically be taken from the original card used, on the due date unless the card has expired or payment is refused in which case we will contact you.

Once the balance payment has been taken we will send you an email to notify you. If you wish us to use a different card please contact us before the due date.

### **Cancellation / Changes to a Booking**

There is a £25 booking fee for changing a booking that has already been confirmed. Excluding change of booking dates made within one month prior to arrival, as this is treated as a cancellation.

We cannot guarantee that we will be able to change a confirmed booking and reserve the right to refuse to do so.

Either of us may cancel a booking at least one month before the Arrival Date, in which case all monies will be returned to you.

If you cancel a booking less than one month before the Arrival Date you will lose your Deposit and you may also lose the balance of your Holiday Price. The balance will only be repaid to the extent that we are able to re-let the Cottage during the Holiday Period.

If you have booked through an online Travel Agency like Airbnb then they will have their own terms and conditions

We may cancel your booking or cut your holiday short where you breach this agreement or because we have been affected by events beyond our reasonable control. Please see the 'Early Termination' section for further details.

### **Prices**

The price list published on our website is our current price list.

Prices may change, so please refer to the current web price list before making a booking.

Include towels, soap, linen, heating, a bucket of coal, basket of logs and packet of firelighter. Also, BBQ and bikes to ride.

Cots and high chairs are available on request.

### Extra Charges

You will have to pay for any coal / wood and any home-made produce you may wish to purchase

You will also have to pay for extra beds and pets (see Pets section below).

If you notify us in advance of your pets/extra beds requirements then they will be included in the Holiday Price in your Booking Confirmation. If you do not so notify us in advance then these will be charged separately.

An extra charge only applies when extra bedding / towels / welcome pack are supplied due to an extra bed being required and being possible in that Cottage.

Please leave the Cottages reasonably tidy and rubbish free with all washing up done on departure – cleaning materials are supplied for this. Alternatively we offer a service for those guests who prefer not to tidy up, which costs £40 per cottage and will be taken automatically if it is obvious that you wish us to do this work for you.

You should keep the Cottage and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition.

We are sure that you will take care whilst you stay with us, and we acknowledge that accidents sometimes happen. We do however reserve the right to charge for any damage or breakages, which we consider, was deliberately or recklessly caused. You will be notified in writing as soon as is reasonably practicable, if the damage is discovered after you depart.

We also reserve the right to charge further sums if we are unable to re-let the room as a consequence of the damage. To this end your booking authorises us to take up to £400 in the unlikely event of damage and automatically charge you £40 for extra cleaning should the cottage not be left tidy and rubbish free with all washing up done on your departure. If reasonably possible, we will discuss with you the extra charges in respect of damage or cleaning before taking the funds.

Please note that the holiday is self catering.

Value Added Tax

The Holiday Price is inclusive of VAT.

When we became liable to pay VAT it was clear that guests would not want to pay an additional amount to the price list. So, we have paid the VAT due ourselves without passing on the charge to you and therefore any change in the rate of VAT has no effect on the prices because you are not charged it and we have to pay it whether it is 1% or 20%.

Registration

All guests – especially when in groups – must register their names, addresses and email addresses with us – and let us know in which Cottage they are staying, this is a legal and insurance requisite.

Groups

No more than the maximum number of persons, as stated in our written Booking Confirmation may occupy the Cottage.

We may refuse to allow you to occupy the Cottage or require you to vacate the Cottage if group numbers exceed that maximum number and/or the number of guests which you told us would form your party.

We reserve the right to refuse or revoke any bookings from groups or individuals which in our reasonable opinion are unsuitable for the Cottage. For example, because taking a child into the particular Cottage would be unsafe or because the group is too large or rowdy.

Parents and guardians must ensure that their children are supervised by a responsible adult and are not left unattended. You must take particular care when children are around animals, farm equipment and water.

#### Pets

Some Cottages are happy to accept pets, for this facility we charge £25 per pet per week or £15 per pet per shorter break.

Please bring bedding and towels for your pet. Please do not allow your pet on any furniture, or in bedrooms – we thank you for your understanding.

We ask owners not to leave pets alone in the cottages (as they fret and howl) and not to let them damage or foul any part of the Cottages or gardens.

#### Dog Rules

No dogs on sofa's or chairs or beds.

No dogs in bedrooms

No dogs left alone - ever.

No gardens to be used as toilets - at all.

I have to emphasise this, it is unfair on the owner to let your pet out at night to pee in a cottage garden as it will start a pee station for every other dog, smell, be unsightly and kill the grass.

The gardens are used for guests and crawling children to safely enjoy

#### PENALTIES

If on arrival or during your stay, your pet pees or defecates inside the house you will be asked to leave as it is evident that you do not have a well behaved and house trained pet, in this event you will not be refunded. Please note that if your pet urinates or defecates in the cottage there will be an extra 'deep clean' charge automatically taken of £100.

If your dog leaves evidence of garden misuse there will be a £40 extra charge automatically taken, this will increase if the garden has been dug up or destroyed in any way.

Any damage your pet does will be claimed for.

### Open Fires

Cottages with an open fire will have a complimentary bucket of coal and big basket of logs from the stock of coal & wood that is held for guests to purchase from.

All cottages have independent modern central heating and do not depend on the fires for heating

### Amenities

The Cottages are complete homes with HD TV's, DVD's, Wifi, CD's, books, games, maps, bed-linen, towels, soap, real & instant coffee, tea, sugar, salt, pepper, olive oil, fresh herbs, matches, candles, firelighters and all the items that have qualified for a 4 Star English Tourism Council rating.

We try to give an honest impression of what the cottage looks like through our published images but please be aware that items are replaced when broken or damaged and that rooms and gardens might have changed since photography, if you wish to be certain that any specific item is still at the cottage please do check with us first.

### Bikes

Most of our cottages supply bikes for the use of guests but these are used at the rider's risk and guests are responsible for checking the roadworthiness of the bikes they use and to sign the bicycle book when they take a bike.

Please see additional terms which apply to the use of bikes. Please note that bikes are free of charge and only meant for short 'easy' journeys round the lanes.

We cannot guarantee that the bikes will always be available as sometimes they need to go in for emergency maintenance - to avoid disappointment always check with the owner well in advance of your booking how many bikes and when you will be needing them, as it may well be better to bring your own if you are planning a bike orientated holiday.

Please note that it is the riders responsibility to check the road worthiness of the bike before signing the book to that effect and taking the bike, we take all reasonable steps to maintain the bikes and respond to comments on their condition that guests are required to leave.

No bikes can be taken without signing the statement of roadworthiness first.

### Security, You And Your Property

While the Cottages have locks you are responsible for ensuring the security of your belongings.

You are responsible for ensuring the safety of yourself, children and vulnerable adults in your group.

You are also responsible for ensuring that your property is not damaged or destroyed.

Unless caused by our negligence, we are not responsible for any death, personal injury or damage to your property.

#### Hay Fever & Allergies

We are in the countryside which means there may be high levels of pollen. This may affect hay fever sufferers. Those with hay fever should take suitable precautions.

Our Cottages are non-smoking and pets are not permitted in some Cottages. However, while we do our best to enforce these rules, we cannot guarantee that no one has smoked in the Cottage or taken a pet in the Cottage.

#### Early Termination

This section sets out when we may cancel your booking less than one month before the Arrival Date (including during the Holiday Period). Please see the 'Cancellation/Changes to a Booking' section above for details of other circumstances in which we or you may cancel your booking before the Arrival Date.

We may terminate your booking less than one month before the Arrival Date or during your Holiday Period by notice to you only if you are in material breach of these terms and conditions or because we are affected by events beyond our reasonable control (such as, but without limitation, flood, fire, adverse weather conditions, act of God, war, terrorist threat, government action or some other catastrophic event of the type covered in a comprehensive insurance policy or the breach or failure of third parties who supply goods, services or property). In which case, if your holiday has begun, you will have to vacate the Cottage.

In the situation that the cottage you have booked is not accessible from one of the nearby major roads due to flooding, snow or other adverse weather conditions the cost of the booking will be refunded to you. We cannot be held responsible if you are not able to reach the cottage because of your local adverse weather or travel problems.

Please note that, without limitation, we consider non payment of fees when due, your being rowdy, smoking in the Cottage, exceeding group numbers, exceeding pet numbers, badly behaved animals, wilfully damaging the Cottage or allowing pets or children to be unsupervised a material breach of these terms and conditions.

If, in accordance with these terms, we terminate your booking less than one month before the Arrival Date or during your Holiday Period otherwise than by reason of your breach of these terms and conditions we shall return to you that part of the Booking Costs, which relate to the part of the Holiday Period during which you did not occupy the Cottage due to such termination.

#### Notices

Any notice to be served on you under these terms and conditions may be given during the Holiday Period by delivery through the letter box or putting under the front door of the Cottage and shall be deemed received on delivery.

#### Terms and Conditions for our Competitions

All of the Terms and Conditions above apply to our competitions except for the

paragraphs regarding payment for the bookings.

Please Note:

Entrants must be 18 or over.

Guest must not exceed the sleeping capacity.

Entrants must hold a facebook account to enter facebook competitions.

The discount may not be passed on to others and can only be used once.

GDPR

Privacy

We never pass on any details to 3rd parties or share your details in any way.

We only Send out Newsletters which you can safely unsubscribe from. Only those who have requested to be on our Newsletter Lists will receive Newsletters when GDPR comes into effect.

Your Data

We operate a Secure Socket Layer to our Online booking system. This is the standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

When guests book online all financial data is actually carried out on our Internet Banking Gateway page and therefore not on our website. We do this to eliminate all problems of transaction security.

We are Security Compliant and Certified IPS- DSS as safe and Secure Internet Merchants We are registered with The Information Commissioner's Office (ICO) and follow their guidelines.

We only hold your data in relation to bookings that you have made, we are required to hold bookings data by law for a minimum of one year and financial data for 7 years. When GDPR comes into effect you will be able to delete your data from the system but bookings information will be archived and financial data held securely by the Bank – we do not see or hold any card details on any of our systems.

Customers who wish to have their details completely removed will be responded to on a case by case basis and in accordance with government laws and HMRC demands – we are allowed one month to by GDPR rules to resolve such requests.

We will always respond personally to anyone who is worried or has a specific request about their Data.