Terms and Conditions

Availability, Rates, Payment info etc

Availability and prices can be found on the www.Homeaway.co.uk website, but if you're not good with computers, call us or write and we will get back to you with prices and availability and anything else you need to know.

Smoking & Pets

Sorry, but the cottage is strictly no-smoking (inside) and no pets.

Booking info

Bookings are for the whole cottage for the duration of your stay and the price includes quality bed linen, bath sheets, hand towels, electricity and central heating.

Bookings are for a minimum stay of 3 nights and are for whole weeks only during peak season times. Change over days are usually Saturday for weekly bookings but vary for short stays at the quieter times of year.

Check in is from 4pm on your first day and check out is 10.30am on your last day. The Rental Period cannot be exceeded unless we give written approval. The Customer will be liable for any cost of whatever nature incurred because of an unauthorised extension.

The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

Cancellations, liability and data

We strongly recommend you take out cancellation insurance. If you have to cancel your holiday, those who cancel at least 30 days before check-in will get back 100% of the amount that they've paid. If you cancel between 14 and 30 days before check-in, you'll get back 50%. Otherwise, they won't get a refund.

We would only cancel your holiday if your accommodation was unavailable for reasons beyond our control. We would attempt to help you secure alternative accommodation. However, if this was not possible or unacceptable to you, then we would refund all monies paid by you for the holiday. Our liability does not extend beyond this refund.

We do not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves. Any data collected during the course of this booking may be kept on computer. However, it will not be shared with any third parties.

Customer obligations

The customer agrees:

- To pay the rental fee and any agreed additional charges;
- To report any damage, destruction, loss, defect or disrepair affecting the property as soon as it comes to the attention of the customer;
- To pay for any losses or damages to the property caused by a guest in their party (excluding any damage caused by fair wear and tear and the cost of any damage which may be recoverable under insurance policies). If it is proven that damage is directly attributable to the customer or their guests then we have the right to reclaim any costs incurred. All damage or breakdowns must be reported immediately so issues can be put right before the arrival of the next guests;
- To take good care of the property and leave it in a clean and tidy condition at the end of the rental period. A cleaning service is not provided during the rental period. If we are dissatisfied with the condition of the property upon the customer's departure, we reserve the right to refuse to take a booking from that customer in the future;
- To permit us reasonable access to the property at all times without notice;

- Not to part with possession of the property, or share it, except with guests identified on the booking confirmation;
- Not to sell or transfer the booking to another party without our prior written consent;
- Not to exceed a total number of four occupants over the age of 2 years. The customer further agrees that a cot may only be occupied by a child aged 24 months or less at the start of the rental period;
- Not to smoke inside the property or cause an annoyance or become a nuisance to occupants of adjoining premises;
- To only use the designated parking space. The parking space only accommodates an average-sized car. We accept no liability for additional costs incurred if an alternative space is required or if the customer or guest's vehicle is damaged.

Property description

Some of the information on the website relates to shops, amenities and public houses in the surrounding area. Closure of such premises and other changes to external facilities are outside our control. If we are aware of any material changes to the website at the time of the customer's booking, then we shall endeavour to inform the customer of these changes. However, this information is provided for general information purposes and is not intended to amount to advice on which customers and guests should rely. Although we make reasonable efforts to ensure the information on the website is up to date, we make no representations, warranties or guarantees, whether express or implied, that the content on the website is accurate, complete or up to date.

Although we offer WiFi, provision is subject to availability and network conditions.

Complaints

All complaints must be notified to us as soon as reasonably practicable, in order that we may carry out an onthe-spot investigation of the property and if necessary, take remedial action. All customers have a legal obligation to mitigate their loss.

The customer agrees that we shall be given the opportunity of investigating the complaint within a reasonable time and the opportunity to correct issues during or after the rental period.

Breach of contract

If there is a substantial breach of any of these Terms and Conditions by the customer or any of their guests, we reserve the right to re-enter the property and terminate (ie bring to an end) the contract that exists in relation to the property and may ask the customer or guest to leave the property. Ending the contract does not affect a party's other rights and remedies.

Governing law and jurisdiction

The contract between the owners and the customer shall be governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

Personal Data

We will use the personal information you provide:

- 1. to verify the identity of the customer and guests who will be occupying the property; and
- 2. to contact the customer and guests with information about the owner's property.

We will obtain your personal information in the course of the booking, or negotiations for a booking, to you. We may contact you by electronic means (email or text) with relevant information, offers and similar properties. If you do not want us to use your data in this way, you can opt out at any time by contacting us or by using the links provided in the email.

We will retain your information for the period necessary to fulfil the purposes for which it was first collected unless a longer retention period is required or permitted by law.

Authority to sign

The person who completes the booking certifies that:

- He or she is authorised to accept these Terms and Conditions on behalf of the guests, including those substituted or added at a later date;
- He or she is over eighteen years of age; and
- He or she agrees to take responsibility for the guests occupying the property, and to notify us if they are not a guest.

Losses and damages

The occasional accident is bound to happen and any losses or damages during your holiday must be paid for. Before you arrive, your property will have been cleaned, the inventory checked and any missing items noted or replaced. If you find any deficiencies or damages on arrival which have not been noted, it is in your own interest to notify us as soon as possible, ideally within 24 hours of arrival.

You should also be aware that you have a legal liability to pay for any damages you may cause to the property during your holiday. We insure the property in respect of the usual risks covered by a building and contents policy and, whilst these policies will vary in detail, the major perils should be covered. However, in certain circumstances, if you should cause any loss or damage by negligence, you could become liable and you would probably not be covered by the personal liability section of your own household policy. Equally, our insurance is unlikely to cover your personal possessions. You would therefore be well advised to check on these points with your insurers and you may find that, providing they are given notice, they will extend your normal cover to include your holiday home.

<u>Access</u>

See separate document in relation to Access.