



## CANCELLATION POLICY

### Availability and booking

- All bookings are subject to availability and acceptance by ourselves.
- Your booking will be considered as accepted only when we have issued the Booking Confirmation to you. We will do so by post, electronically or by e-mail. If for any reason we refuse your booking, we will tell you in writing and promptly refund any money due to you that you have paid to us. We will not have any liability to you in this event.
- Your binding contract with us comes into existence only when we issue your Booking Confirmation. Once the Booking Confirmation has been issued, it is your responsibility to make all outstanding payments due.
- Once received, you should check the details on your Booking Confirmation carefully and let us know immediately if anything is incorrect.

### Marketing Particulars

- We aim to ensure that all information we publish is correct at the date of publication. Occasionally there may be minor differences between the description of the property, its services or the local area as shown in our publications. This can be because we seek to improve or upgrade Simon's Cottage and changes or closures to local services or attractions sometimes occur. We will let you know as soon as reasonably practical if we become aware of changes to the property or to local services or attractions which we consider may materially impact your holiday.

### Changes to your Booking

- You should let us know in writing if you wish to make any changes once your Booking Confirmation has been issued. If these changes are accepted we will issue you with a your new Booking Confirmation.
- You should telephone us as soon as possible if you wish to cancel your booking after your Booking Confirmation has been issued. Any refunds of money already received will be at our discretion and we may require you to pay the full balance outstanding in respect of your booking.
- If, after you have notified us of a cancellation, a refund is given by us but we may retain a cancellation fee of £50 per week or per part week per booking, in addition to any credit card charges you have already paid. We may then re-let Simon's Cottage.

### Cancellation by us

- Where circumstances beyond our control require us to alter or cancel your booking, we will let you know as soon as possible and we will refund all sums paid by you. We, the Owner shall be under no further liability to you.

### Our Property

- You are entitled to occupy the property from 3.00pm on the start date and you

must leave by 10.00am on the end date.

#### Prices and payment

- All price quoted or otherwise advised to you include all UK taxes or governmental levies that apply at the time of your booking. If, after your Booking Confirmation has been issued there are changes to such taxes or levies, we reserve the right to pass on the cost to you.
- When you return your Booking Form to us, you should pay the deposit amount then due by debit or credit card or by sending a cheque (in pounds sterling) to us.
- The balance of the cost of your holiday must be received by us no less than 8 weeks before the start date for your holiday. If you fail to do this, we may treat this as a cancellation and re-let the Property to another person. You will, however, remain responsible for the full cost of the booking and any costs or losses incurred by us but this will be reduced if the property is subsequently re-let.
- If you book a Property within 8 weeks of the Start Date, the full cost of the booking should be paid at the time the Booking Form is received by us.

#### Keys

- We will advise you where to collect the keys. Keys will be available only from 3.00pm on the start date and must be returned by 10.00am on the end date.
- If you lose the keys to the property or otherwise need to gain entry, you will be required to pay all costs and charges incurred in replacing the keys and / or locks, subject to a minimum charge of £40.00.
- If you fail to return the keys when due, we may replace the keys and / or locks and you will be required to pay the costs of such replacement on demand.
- If you fail to keep to the terms of this agreement (for instance, you cause noise and disturbance, serious damage to or in the property or you significantly change the composition of your party or exceed the numbers of persons permitted to stay at the property), we may terminate the agreement immediately and may require you and your party to leave the property immediately. In these circumstances, we will not refund any monies you have paid in respect of your booking and will not be liable to you for any consequential costs.

#### Security Deposit

- We require that you pay us a security deposit to help cover the cost of any damaged or missing items from the property or additional cleaning beyond that usually required.
- We will refund the security deposit to you (without interest) promptly after your holiday has ended, subject to any reasonable deductions made by us in respect of damaged or missing items or additional cleaning required.
- Where the amount of the security deposit is not sufficient to cover the costs of the damage or other losses caused us we may require that you make good any shortfall.

#### Your duties

You agree and acknowledge that:-

- you and the members of your party will occupy the property as a private holiday home only and that, as such, no Assured Tenancy or statutory periodic tenancy will arise (as defined in the Housing Acts);
- the number of persons staying at the property will not exceed the maximum number as shown in our marketing particulars;
- you and your party will not in any way alter, add to or cause damage to the property, its fixtures, fittings and contents and that you will be responsible for the

- costs of the same;
- you will leave the property, its fixtures and fittings and contents in the same clean and tidy state and condition as on the day your booking commences;
- you and your party will not cause or permit any nuisance or annoyance to the owners or occupiers of any adjoining property and will not cause damage to them;
- you and your party will permit us (or our representatives) access to the property at all reasonable times;
- you will ensure that any pets are kept under control and do not cause any damage to any furniture.

#### Our liability to you

- We will not accept any liability for noise or disturbance caused to you which originates from beyond the boundaries of the property or which is beyond our control. If a source of obvious noise has been identified by or notified to us before your arrival, we will let you know.
- If you are subject to any breakdown of mechanical equipment such as pumps, boilers etc or failure of public utilities such as water, gas and electricity please notify us as soon as possible and we will seek to resolve the matter to your satisfaction.
- Mountain bikes provided for guests to use if they choose to. We will not accept any liability for any accidents resulting from the use of these mountain bikes. Guests use them at entirely their own risk.

#### Complaints

- If you have any complaints about our booking service, you should raise these with us as soon as reasonably possible. We will endeavour to resolve the complaint to your satisfaction.
- If you have any complaints about the Property, you should advise us as soon as reasonably possible.
- It is particularly important to raise any complaints about the Property or about our booking service as soon as possible, especially if these arise during the course of your holiday. This will allow us an opportunity of putting matters right sooner.

#### Your personal data

- We are the sole data controller of all personal data provided by you. In order to process your booking we need to collect certain personal data from you, which may include "sensitive personal data" about you and about members of your party for the purposes of administering your booking and for marketing our services. We will NOT share this data with third parties in connection with your booking. By providing such data to us, you confirm that you have permission from those about whom the data relates.
- We will not disclose personal data about you (or about your party) to anyone else, unless we reasonably believe that we are required to do so by applicable law or regulation.

#### Third parties

- Our relationship is with you and we will not recognise the interest or claim of any other person, unless by law we have to.

#### Language and Law

- We will communicate with you in English and the law of England & Wales will apply to this agreement