



SIMON'S COTTAGE

TERMS AND CONDITIONS

General

This is a legally binding contract between the property owner, and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Simon's Cottage.

Bookings

A booking deposit is payable within 5 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit, is payable not less than eight weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than eight weeks prior to the arrival date must be paid in full at the time of booking.

Cancellation by the Holidaymaker

Cancellation of the booking by the holidaymaker should be made electronically via email.

In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made. However, we strongly recommend you take out holiday cancellation insurance.

Cancellation by the Property Owner

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required adhering to Covid-19 Government guidelines.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

Number of Guests

The maximum number of people entitled to stay at this property is six and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

Pets

Pets are allowed in the property subject to the property owner's agreement. All

pets must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay.

Arrival and Departure Time

Every effort will be made to have the property available from the time agreed on the day of arrival. The property must be vacated by the time agreed on the day of departure. Late departure (unless otherwise agreed by the owner) will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

Liability

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

Children must be supervised at all times.

Cleaning

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

Breakages

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it

becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

Return of Breakage Deposit

Your breakage deposit, minus any deductions, will be returned to you within two weeks of the departure.

CANCELLATION POLICY

Deposit

A deposit of £150 is required for weekly bookings and a deposit of £500 is required for longer stays of one month or more.

The deposit will be refunded according to the cancellation conditions.

Full booking balance must be paid 60 days before arrival.

If the booking is cancelled less than 30 days before arrival then a charge equal to the full booking amount will be made.

In the event of a no show or booking reduction (after arrival date) the full cost of the booking is charged.

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 electronically by e-mail. If for any reason we refuse your booking, we will tell you electronically 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. Regular online updates regarding Covid-19 are available on the website and it is advisable to check this first before making a booking.

Changes to your Booking

You should let us know immediately 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 or email 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, We may then re-let Tolly'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 unless otherwise agreed by the Owner.

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.

When you return your Booking Form to us, you should pay the deposit amount then due by debit or bank transfer to us (this adheres to Covid-19 Government guidelines).

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 unless otherwise agreed by the Owner.

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 and in accordance with Covid-19 Government guidelines;
- 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.

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.