

Booking Terms and Conditions

Glossary

'You' refers to the lead person making the booking, also referred to as the 'hirer'. You are responsible for the behaviour and conduct of others staying at the cottage with you, referred to here as 'guests'. Any friends or relatives who visit you at the cottage, but who are not named on your booking form, are referred to here as 'visitors'.

'We' refers to 'us', the 'owners'.

The 'rental contract' is the binding agreement between the hirer and the owners. The hirer agrees to pay the owners the agreed amount by the date defined, and to agree to the terms and conditions described here. The owners agree to provide the cottage for use between the defined dates for the agreed price, and are also bound by these terms and conditions.

Wherever possible communication will be by email, which will be considered to constitute 'in writing' for the purposes of communication between the two parties.

1. Making a booking

- a) You must be aged 18 or over to make a booking.
- b) You must have a suitable means of payment before making a booking. Please see paragraph 2 (c) and (d) before proceeding.
- c) The rental contract between us, the owners, and you, the hirer, begins once you receive a booking confirmation in writing from us.
- d) The maximum duration of any single booking/rental contract with us is 31 days.
- e) We reserve the right to refuse any booking.

2. Rental price and payment

- a) Once a rental price is agreed (ie when a hirer goes ahead with the booking after a written quote has been given by the owner), the amount is binding on both sides.
- b) We do not require a deposit to secure a booking, but the agreed rental price must be paid in full at least 6 weeks (42 days) before the holiday start date. Please take note of the payment deadline date on your booking confirmation. Payment may be made at any time between the booking date and the payment deadline date.
- c) Payment must be made either by cheque or by direct bank transfer. Full details will be given on your booking confirmation.
- d) We regret that we cannot process payment by debit or credit card at the present time.
- e) A booking made between 2 and 6 weeks before the holiday start date must be paid for in full within 5 days of receipt of the booking confirmation.
- f) Failure to pay the agreed rental price within 3 days of the due date will result in the rental contract being cancelled by us.

3. Last-minute bookings

- a) Last-minute bookings are defined as those occurring within 2 weeks of the holiday start date.
- b) Full payment is required within 3 days of the booking confirmation being received, unless the booking is within three days of the holiday start date, when payment is required within 24 hours.

4. Cancellation

a) In the event of unforeseen circumstances (fire, water damage, storm damage or other events beyond our control) which mean that the rental contract is cancelled by us at any time up to your holiday start date, you will be notified immediately in writing and will be able to choose between:

- i) a full refund of any monies paid, or
- ii) an equivalent (duration/value) holiday at another time (if appropriate, depending on the reason for cancellation).

b) Cancellation of the rental contract by you, for whatever reason (except for local area Covid-19 restrictions, see 9b) must be communicated to us in writing and will incur the following charges according to the date of your communication with us:

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| i) 6 weeks (42 days) or more before the holiday start date | – no charges (100% refund of any monies paid) |
| ii) 5 to 6 weeks (35-41 days) before the holiday start date | – 25% of the agreed rental price (75% refund) |
| iii) 4 to 5 weeks (28-34 days) before the holiday start date | – 50% of the agreed rental price (50% refund) |
| iv) 3 to 4 weeks (21-27 days) before the holiday start date | – 75% of the agreed rental price (25% refund) |
| v) Less than 3 weeks (20 days or fewer) from the holiday start date | – 100% of the agreed rental price |

- c) As an alternative to cancellation, you can choose to change your holiday dates. Please see paragraph 5 (d).
- d) Following a cancellation by you, any refunds due to you from us will be paid within 14 days of the refund being agreed in writing.
- e) We recommend that you take out holiday insurance to cover any losses incurred by you due to cancellation.

5. Booking amendments

- a) Amendments to bookings may be made free of charge up to the holiday start date.
- b) Simple amendments include changes to the number of guests in your party (up to the maximum occupancy only), the names of guests staying, and the number of pets (but only after the owners' agreement).
- c) An increase in the duration of the booking/rental contract is allowed, subject to availability and the receipt of payment (pro rata) for any additional days. No refund will be given for a reduction in the rental contract duration.
- d) A change to both the holiday arrival and departure dates would normally necessitate cancellation followed by a new rental contract. In practice, if we are able to offer you suitable alternative dates, we will change your booking without applying cancellation charges as a gesture of goodwill. Please note that the holiday price may increase if the amended dates carry a higher rental price (as displayed on our website). No refund will be given if the amended dates carry a lower rental price than the original booking.

6. Our responsibilities

As owners, we will:

- a) Behave in a fair, responsible and professional manner when dealing with our hirers and guests.
- b) Adopt the following principles to safeguard the personal information you provide when making a booking:
 - i) Prior to your first holiday start date, we will only use it to communicate with you about your holiday.
 - ii) **If you agree** to be contacted by us in future, we will only use the information to send you details of offers, deals and special events at or near Ivy Cottage. You can ask, in writing, to be removed from our contact list at any time.
 - iii) Your information will never be passed on to any third party.
- c) Endeavour to ensure that any written description of the property found online or elsewhere is kept accurate and up to date.
- d) Keep the property and its contents in a good state of repair, with regular Fire Risk and Health and Safety assessments.
- e) Keep the gardens tidy, safe, and enclosed.
- f) Make sure the property is cleaned and ready for guests by the agreed arrival time.

7. Your responsibilities

As the hirer (and guests), you will:

- a) Have consideration for close neighbours and keep your behaviour and noise levels appropriate to a peaceful village.
- b) Treat the cottage, its contents and gardens with respect, and leave it clean and tidy on departure.
- c) Not smoke in or around the cottage.
- d) Not invite visitors to stay at the cottage without the permission of the owners.
- e) Not exceed the maximum sleeping occupancy level (max 4 plus 1 infant).
- f) Not exceed the agreed number of pets.
- g) Adhere to the stated arrival and departure times. At quieter times of the year, more flexible arrival/departure times may be agreed with the owners but this cannot be guaranteed.

8. Pets

- a) One well-behaved, suitably mature dog is allowed free of charge per booking.
- b) In some circumstances, the owners may agree to accommodate two dogs or more depending on their size, level of maturity and the number of guests staying at the cottage.
- c) Hirers and guests must provide for all their dog's requirements such as a dog bed, feeding bowls, treats, toys etc.
- d) Dogs are not allowed on furniture or beds, and the owners reserve the right to end the rental contract early if this requirement is not honoured.
- e) You are liable to pay for any damage caused by your, your guests', or your visitors' pets.
- f) It is recommended that dogs are treated for fleas/worms before the holiday as reimbursement will be requested for any pest control treatment required after your departure.
- g) All evidence of dogs must be cleared up from the gardens before departure.
- h) By 'pets', we generally assume this to mean 'dogs'. Other animals may possibly be accommodated at the cottage, but only with the owners' express prior agreement.

9. Covid-19 (2022)

- a) If we are required to close the cottage which necessitates the cancellation of a booking you have made with us, we will offer you a choice of one of the following: i) alternative holiday dates of an equivalent value or ii) a full refund of any monies already paid to us within 14 days of us receiving written notification that this is your preferred option.

- b) If you are required to cancel your holiday with us because of Covid-19 local restrictions in your home area we will offer you a choice of one of the following: i) alternative holiday dates of an equivalent value or ii) a full refund of any monies already paid to us within 14 days of us receiving written notification that this is your preferred option.
- c) We advise that you and other members of your party should take out holiday insurance to cover you for any other Covid-related cancellation or curtailment to your holiday, for example if you are not able to travel because you or a member of your party becomes ill with coronavirus, or you or a member of your party receives a positive Covid test while staying with us and you have to return home early.
- d) The responsibilities of us as owners and you as guests with regard to Covid-19 are laid out in the cottage information folder.

10. Your rights

- a) The Booking Terms and Conditions described in this document do not affect your consumer rights.

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