

Cottages In Winterton Booking Terms and Conditions

Please take a moment to read these terms and conditions which apply to Lazy Days Cottage and Moonfleet House (the "Property"). These apply to bookings made directly with Cottages In Winterton.

1. Background

We, at Cottages In Winterton ("We", "Our", "Us") are the owners of holiday properties. Letting arrangements are made by Us and the contractual relationship in connection with the letting is between you as the holidaymaker ("Guest", "You", "Your") and Us.

The contract binds You (the lead booker) & all the members of the party who are part of the booking. It is Your responsibility to ensure that all members of Your party accept the terms of the contract set out in these terms & conditions. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.

Guests may in no circumstance re-let or sublet the property.

Bookings cannot be accepted from persons under eighteen years of age.

The owner reserves the right to refuse a booking without giving any reason.

2. Booking Period

Lettings are for a maximum of 4 weeks and commence at 4pm on the first day of the letting and end at 10am on the day of departure, unless otherwise arranged (the "Holiday"). If You stay beyond 10am on the day of departure, we no longer have insurance cover and You will be deemed to be trespassing. If You book for a two-week period the Property may be serviced by Our housekeeper on a date agreed in advance between You and Us.

3. Payment Terms, Booking Terms & Cancellation Policy

A deposit of £200 is required (the "Deposit") paid by bank transfer to secure the booking, the remainder is to be paid 30 days prior to arrival (the "Balance"). No contract exists until the Deposit has been received by Us and a confirmation of the booking has been issued by Us to You. By paying the Deposit, You are agreeing to these Terms and Conditions unless expressly agreed otherwise by You and Us. We reserve the right to amend the advertised price without notice, Your Holiday price is confirmed at the time of acceptance of Your booking and it will not increase or decrease. All payments to Us are via bank transfer details of which We will provide upon booking. If the Holiday start date is within four weeks of the date which We receive the booking request, the full amount is payable. Once the Deposit is paid, the Guest becomes liable for the Balance and this must be paid a minimum of four weeks before the commencement date of the Holiday. If You have to cancel Your Holiday or if You fail to pay full amount by the due date, the following terms apply:

30 days or more; We return 100% of the Deposit

29 days or less; We retain 100% of the Deposit.

14 days or less We retain 50% of the Balance plus the Deposit

7 days or less We retain 75% of the Balance plus the Deposit

1 day or no show We retain 100% of the Balance plus the Deposit

Cancellations must be immediately notified to Us by email: info@cottagesinwinterton.co.uk

Working examples on a £500 Holiday, Deposit of 20% = £100, Balance = £400

- Cancel 40 days before arrival then £100 Deposit is returned and any/all Balance paid.
- Cancel 27 days before arrival then £100 deposit retained plus £200 of Balance retained and We return £200.
- Cancel 6 days before arrival then £100 deposit retained plus £300 of Balance retained and we return £100.

If for any reason We have to cancel Your booking in advance of Your arrival due to circumstances beyond Our control for example fire, flood, or destruction/damage to the property (a Force Majeure or Act of God) then You will be refunded the full amount of the booking. If We have to terminate your holiday early for any of the above reasons once Your holiday has commenced, then You will be refunded pro-rata costs based on the time remaining of the booking e.g. early termination by 1 night of a 3 night booking then a 33% refund will be given. No additional compensation, expenses or costs will be payable, and We are not liable to source alternative accommodation on Your behalf.

4. Guest Obligations

Smoking is NOT allowed inside the Property. If smoking outside we would ask that Guests clear up cigarette butts.

People other than those in the Guest booking party may not stay overnight in the Property. Any other person in the Property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy agreed in the booking. The Property may not be sub-let, the Holiday is not transferrable and the Property may not be used for any commercial or charitable purpose without prior approval and consent by Us.

We would ask that Guests are mindful of noise levels which could disturb neighbours.

Damages and breakages – please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. If You notice something is missing or damaged in Your accommodation, please let us know immediately so that we can take the appropriate action. If there has been any damage or breakages during Your stay, we would be grateful if You could report them promptly, especially before check-out. The accommodation will be inspected at the end of the holiday & you may be charged for any loss, damage or extra cleaning costs. These are to be paid for in full within 7 days of notification. If damage occurs We must cancel and/or refund subsequent bookings, We may bring a claim against You for any loss arising as a result.

On departure, all windows must be closed and doors must be securely locked. Keys must be returned to the lock box and the key code scrambled. In the event that keys are not returned then a charge will be incurred by You to cover all locksmith costs to change locks and replace the keys.

We or Our representatives reserve the right to enter the property at an agreed time to undertake essential maintenance, repairs or for inspection purposes.

Please do not move any furniture from one room to another or any of the indoor furniture, furnishings or bedlinen outside.

5. Liability

The Properties are privately owned and We are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Nothing in these clauses excludes or limits the liability of Us for death or personal injury caused by Our negligence. It would be illegal for Us to exclude or attempt to exclude their liability.

6. Personal Belongings

If the Guest, or any members of Your party leave any personal belongings behind at the Property after departure, the Guest will be charged the cost of postage and packaging to have them returned. Any personal items found by the housekeeper will be disposed of within 30 days if not claimed. All food items left in the Property will automatically be disposed of at the time of the changeover by the housekeeper. We are not responsible for the loss of personal belongings or valuables of the Guest.

7. Complaints

All complaints must be notified to Us as soon as is reasonably possible or within 24 hours of arrival, as We may be required to carry out investigation and it is always more difficult to deal with after the Holiday. If We are denied the opportunity to investigate the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the Guest will waive all rights.

All complaints relating to the description or cleanliness of the Property should be reported within two hours of entry to the Property. No refund will be given or compensation paid, if you do not give us reasonable opportunity of solving the problem before You return home.

8. Parking

Parking is available free of charge at the Properties, to the rear in a single reserved private space at each Property. When parking at Moonfleet House, please observe the Right of Way of Our neighbours and leave a space at either side of the car, to allow for bin access early on weekday mornings. Parking is only available for the duration of the Holiday from 4pm on the day of arrival and up to 10am on the day of departure.

9. Housekeeping

There is no daily housekeeping service. While linens and bath towels are provided in the Property, we do not permit towels or linens to be taken from the Property and that also means that towels are not to be used for the beach.

10. Rubbish

Any rubbish must be stowed in the proper bin or recycling receptacle, located to the rear of the Property. Bins are clearly marked as general rubbish or recyclable rubbish - please do not mix them.

11. Log Burner/Open Fire

Please do not burn rubbish (e.g. card, laminated materials and packaging items) in the log burner or fire as it causes damage to the chimney. A fire guard/spark guard is provided for the safety of children, Guests and pets plus on an open fire, sparks can escape causing a fire risk. Please clear out the log burner/fire prior to departure, do not put hot ash in the plastic bin.

12. BBQ

It must be cleaned before departure. We apologise if the previous guests did not offer the same courtesy.

13. Appliances

TV's, washing machines, tumble dryers, fridge/freezers, dishwashers, showers, microwaves, toasters, ovens, CD and DVD players plus BBQs cannot be 100% guaranteed to be free from the possibility of a breakdown. In the event of a breakdown during your stay, everything will be done to repair or replace the item as soon as reasonably possible once We are notified.

14. Children

Guests accept full responsibility for the safety of any children in their booking party. Properties are general domestic properties and no assurances can be provided as to the safety or suitability of the property for the Guests and their children. Cots, highchairs, stair gates and other baby equipment are available, and Guests must check the safety of any such items before and during use. Such equipment must only be used for the purpose that they are intended. Children must not climb on perimeter walls, fences oil tanks and gates.

15. Pets

The Guest is responsible for cleaning up any/all pet refuse. Pets are not allowed on furniture including beds and sofas at ANY time and will incur extra cleaning fees if they have been on the furniture. Pets must not cause damage to premise or furnishings; if damages are caused, the cost of the damage will be recovered from the Guest. Guests should prevent pets from producing excessive noise at a level which disturbs neighbours. Pets will not be left unattended for an undue length of time, either indoors or out. We assume no responsibility for illness or injury that may incur to pets while on the premises. The Guest shall be solely responsible for the pet while on the property.

16. Accessibility

We want your stay to be as comfortable as possible, so if you are looking for a property with certain features, we encourage you to view our website to see if your chosen property does meet your needs. Moonfleet House is over 300 years old and as such, has a stairs which is now considered steep by modern standards. If you have mobility restrictions or other disabilities, then please speak to Us prior to booking and We will advise on the suitability of Your choice. Allergy sufferers should also check with us first regarding suitability of their choice. We will endeavour to advise and assist in any way We are able. However, We cannot be held responsible should a property be booked that is unsuitable or inappropriate. The choice is ultimately the responsibility of the person booking the Property.

17. Character Properties

We ask Guests to bear in mind that some Properties are period properties and were built before the days of damp proof courses and cavity wall insulation, so some properties may show signs of damp. This is particularly pertinent if your party includes elderly/infirm persons or very young children. Please remember that when you stay in unfamiliar surroundings to familiarise yourself with the layout of the property (to enable a quick exit in the event of an emergency).

18. WiFi and Mobile reception

WiFi provision is subject to network conditions, it may not be available 24-hours a day and is provided for pleasure, not for business purposes. Please note that We cannot be held responsible for

inappropriate content download or for disruption to the internet service brought about for reasons beyond Our control. Network coverage in Norfolk can be variable and, in some places, non-existent. Please check www.mobilecoverage.net to check your mobile reception in specific areas.

19. Insurance

You are strongly advised to take out comprehensive travel/holiday insurance before departure, including cancellation cover. We cannot accept responsibility for losses or damage caused by events beyond our control such as illness, strikes, industrial disputes, airport or port closures, road or rail delays, fire, flood and other natural disasters.

20. Electric Vehicle (ev) Charging

We have recently installed new ev charge points at both properties on a pay-as-you go basis and they are single phase untethered AC electric vehicle charger with a type 2 socket. Guests will need their own charging tether and are responsible to pay the costs of charging based on consumption. Please contact Us to make arrangements for the use of the ev charge points.

The charging point is for the use of the booking party only. We do not guarantee availability and unavailability shall not constitute a breach of Our booking contract. Use is at the owner's own risk and We do not accept any liability for loss or damage sustained by You or Your EV as a result of using the charger unless the damage was caused directly by Our negligence. You shall be responsible to Us for any damage to the charging point or loss suffered by us caused by your use of the charging point.

Due to Our domestic electricity supply arrangements and Our insurance policy, We cannot support charging of an electric vehicle from the property's domestic supply. We respectfully ask that Guests do not run any extension cables from the property for the purpose of ev charging. You are liable for any damage or loss suffered by Us due to Your unauthorised use of domestic chargers.

21. Covid-19/Illness

Guests must provide full home addresses upon booking. In the event of a national lockdown or a local lockdown at Winterton On Sea or at the home address of the Guests, they then the Guest may change the date of their booking or receive a refund in full. Guests must follow all local guidance and restrictions which apply to their home address and that of Winterton-on-Sea. We no longer offer cancellations or a change of dates should You return a Covid positive test result. If You cannot travel for any reason, including illness then it is Your responsibility to have sufficient travel insurance cover. We will support all necessary insurance claims with the required information and Our Cancellation Policy will apply.

22. Power cuts

In the event of a power cut or power outage which is not as a result of negligence by Us, this is a Force Majeure situation and as such, We are not liable or responsible. Heating can be maintained by use of the fireplace and lighting from torches. No refunds, discounts or compensation will be offered in these situations.

23. Third Party Suppliers

If You want to use the services of a third-party supplier (e.g. a chef, beauty treatments) this must be agreed beforehand. If You bring a third-party supplier without consent, We reserve the right to ask them to leave. We do not accept liability for the activities of these third-party suppliers.