

PARCEL COTTAGE

Booking Terms and Conditions

Definitions

"You, hirer, guest or guests" means the person who is renting the owner's holiday accommodation and whose name appears on the booking form. The hirer must be an adult permitted to enter into legally binding contracts under English Law.

"Owner, owners or us" means the owner (s) of the holiday accommodation.

"Provisional" is where dates for a specific property have been reserved by the hirer but for which confirmation notification has not yet been issued by the Owner.

"Booking" is sometimes used in place of the reservation.

"Deposit" is an amount paid to secure the booking.

"Security deposit, or damage deposit" is an amount taken to cover any damage, breakages or cost of additional time spent cleaning where a property is not left in a reasonable state. Where the cost of such damage, breakages etc exceeds the amount of the security or damage deposit then the hirer is liable for paying these further amounts on written request.

1. THE CONTRACT

- a. A contract between you and the owners will come into existence when we receive payment and accept your booking by issuing a confirmation of booking for the holiday dates shown in the rental agreement. The contract binds you & all the members of your party. It is expressly implied that by making the booking, the Hirer is authorised to do so on behalf of all parties staying at the Property and that all adults staying at the Property are jointly and severally liable under the terms of the contract. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.
- b. Bookings cannot be accepted from persons under eighteen years of age.
- c. We (the owner) reserve the right to refuse a booking without giving any reason.

2. PAYMENT

- a. A deposit of 33% of the holiday price is payable at the time of booking. Bookings made less than six weeks before your arrival date must be accompanied by the full amount of the holiday charge.
- b. Reservations shall only be confirmed to the Hirer by the Owner on receipt of the completed booking form, together with either full payment of all charges or; a deposit of one third of the property rental cost, the booking fee and, when selected for immediate payment, the Damage Deposit or Damage Deposit Waiver payment.

- c. Additional fees are applicable if there is a dog staying at the accommodation.
- d. The balance must be paid so as to arrive no later than six weeks before the commencement of your holiday. If the balance is not received by the due date then your holiday will be treated as a cancellation and the client will remain liable to pay the balance of the rent.
- e. If an error is made on the confirmation against published prices we reserve the right to alter and recover any undercharges at any time.
- f. Property Owners may require either a Damage Deposit, or Damage Waiver (where available), to be paid prior to commencing the holiday.

3. CANCELLATION

- a. If your booking has to be cancelled because Parcel Cottage is put under Government Restrictions and has to close and the period of closure covers your booking you will be refunded in full.
- b. In the event that your given address is put into local/regional lockdown, rendering you unable to travel, and the period of closure covers your booking you will be refunded in full.
- c. If your booking must be cancelled because Parcel Cottage has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the contract, including but not limited to a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination; e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; f) collapse of buildings, fire, explosion or accident g) non-performance by our supplies or contracts and i) failure of utility service , and the period of closure covers your booking you will be refunded in full. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.
- d. Customer inability (or the inability of any, some or all of your intended party) or disinclination to travel to and stay at Parcel Cottage for any reason. This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delay s with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property. We strongly advise that you take out UK travel insurance to cover these eventualities. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.
- e. All cancellations must be immediately notified by telephone and then in writing. If you cancel your holiday more than 6 weeks before it is due to start then your deposit will be forfeit. If you cancel less than 6 weeks prior to the holiday then the full balance remains due. On receipt of a cancellation, Parcel Cottage will use reasonable endeavours to obtain a replacement booking. In the event that Parcel Cottage is successful in obtaining a replacement booking, we will refund to the customer the total amount paid for the booking less a £50 booking fee and less the difference in price between the customers' booking and the replacement booking if one is made. For example: A £1000 booking, fully paid, cancelled

and relet for £900, means the original customer will be refunded as follows, £1000- £50 booking fee equals £950, - £100 booking shortfall = Refund of £850.

- f. It is the responsibility of the customer to acquire suitable travel insurance for themselves and their party to cover the booking. Parcel Cottage strongly recommends that the customer acquires suitable insurance to cover circumstances beyond the customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military services, illness – including Covid and shielding, family emergencies and travel delays.

4. THIRD PARTY SUPPLIERS (chefs etc)

If you want to use the services of a third-party supplier whilst staying at Parcel Cottage you must receive written permission to do so. This may be for a chef, beauty treatments, bouncy castle hire, magicians, baby-sitters etc. Parcel Cottage would need to see the third-party supplier's public liability insurance, and any other related/required certification. Parcel Cottage will then seek approval from our insurers to allow the third-party activity to take place. If all insurances and certification are satisfactory to Parcel Cottage and our insurers, permission to invite these suppliers to Parcel cottage will not be reasonably withheld. Parcel Cottage does not accept liability for the activities of these third-party suppliers.

5. PERIOD OF HIRE

- a. You should not arrive before 4pm on the commencement date and leave by 10am on the day of departure. This allows the accommodation to be thoroughly cleaned and prepared for incoming guests. Failure to follow the arrival and departure times so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy or any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the holiday period.
- b. The client may in no circumstance re-let or sublet the property, even free of charge.
- c. On departure you must ensure the property is secured and the keys returned as indicated on the details of your booking confirmation.

6. NUMBER OF PERSONS USING THE PROPERTY

The number of persons using the accommodation at any time must not exceed 4 unless otherwise arranged with the owner and only those people listed on the booking form can occupy the property or use its facilities. We reserve the right to terminate the booking without notice and without refund in case of a breach of this condition.

7. LIABILITY

Parcel Cottage, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and property. Lock the doors and close the windows before you leave the property unoccupied. Children under 18 must be supervised by their parents/guardians at all times.

8. PETS

In all cases you must inform the Company of any pets you wish to bring. There is a small additional charge per pet. Pets must not be left unaccompanied and able to roam free in the property or its grounds. You must restrict your pet to common areas - not in bedrooms, nor on furniture. On departure there must be no evidence of the pet, either inside the property or gardens - please POOP SCOOP. No nuisance or annoyance is to be caused to neighbours. Failure to comply with these requirements may result in immediate termination of your holiday without refund. Any permanent damage caused by a pet e.g. extra cleaning, or repair/replacement of damaged items will incur a charge payable in full or part.

9. CARE OF THE PROPERTY

- a. You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fitting and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the property for any dangerous, offensive, noxious noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner of other neighbouring properties. We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others.
- b. Smoking anywhere on the premises will result in immediate termination of occupancy. Pets in the upstairs bedrooms will also result in immediate termination of occupancy and both cases will result in forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by pets in the bedrooms or smoking will be at the customers' expense.
- c. On departure beds should be stripped and dishes cleaned.

10. DAMAGES AND BREAKAGES

- a. Damage to property – Please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. In the event that you notice damage in your accommodation please let us know immediately so that we can take the appropriate action. If there have been any breakages during your stay, we would be grateful if you could replace them or advise us before you leave. The accommodation will be inspected at the end of the holiday & you may be charged for any loss or damage found.
- b. The owner reserves the right to make a charge to cover additional cleaning costs if the client leaves the property in an unacceptable condition.
- c. Please note that in the event that any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
- d. The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building or grounds.
- e. All inventory must remain in the property it was in at arrival and not be taken to another property.
- f. Any damages will have to be paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

11. WIFI

Wi-fi is provided for guest's reasonable use (at no extra cost) subject to technical availability. The guest agrees to reasonable and lawful usage of this service.

12. RIGHT OF ENTRY

We or our representatives shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry necessary repairs or maintenance.

13. PROPERTY DESCRIPTION

a. We believe the information contained on the Website and in the particulars to be correct. The Owner verifies their property's descriptions, photographs & inventory as being a fair, informative and accurate representation of their property. It is the responsibility of the Hirer to ask for clarification, prior to booking, of any points, items or matters that may not be covered in the description that are of importance to their stay.

b. The use of any amenities or facilities of the property, by the Hirer or members of their party, or any invited guest is entirely at their own risk.

14. COMPLAINTS

a. Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem of cause for complaint, it is essential that you contact us immediately, whilst in the accommodation, to give us the chance to resolve it. We value your custom and want you to return. A complaint not reported until after you return home will not be considered as, by then, you will appreciate it would be difficult to investigate and/or have the opportunity to rectify. Any notifications after your holiday has ended cannot be considered in relation to a request for compensation. Please let us get this right for you.

b. Should an item fail or the property and furnishings suffer some wear and tear, every effort will be made to effect a speedy repair, but it must be understood that this is not always possible as Owners and Agents and their Local representatives are subject to third party availability and that replacement items or spare parts may need to be ordered. Should an item remain unrepaired this will not automatically warrant a refund or compensation as the item/items form only a part of the overall accommodation, except where the problem renders the property as unsuitable accommodation. Should a failure be deemed by the Owner or Agent to render the property unsuitable for occupation then the Hirer and all members of their party must terminate occupation in order to seek any refund which will be limited to only the rental paid.

15. DATA PRIVACY STATEMENT

The Owner will use the personal data of the Hirer and members of the party for the purpose of processing the booking enquiry and for carrying out the Company's obligations in accordance with the Contract. The Company will also pass on such information relating to the reservation to the Owner or Agent, and/or their Local Representative that is required in order that they may fulfil their obligations under the Contract. The Company will not, under any circumstances, pass on personal data relating to the Hirer, other members of their party, or the Owner or Agent to any third party for

the pursuance of marketing and advertising activity by such third parties. The Owner will keep the Hirer's data for future contact and the lawful basis for this will be legitimate interest. Please let us know if you would like your data to be removed from future contact by emailing: Parcelcottage@gmail.com with the subject: 'Suppression from further marketing'.

16. AMENDMENTS

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.