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***Bluebird Cottage, Hungate, Pickering, North Yorkshire, YO18 7DG***

***Telephone 07590 229936***

Thank you for choosing to book with Bluebird Cottage. We look forward to welcoming you. By making this booking you are entering a legal agreement with us. Please read our terms and conditions of booking below.

**Booking Terms and Conditions**

**THE CONTRACT** for a short-term holiday rental will be between Bluebird Cottage Owners (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “you” or “your”) in the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have received payment in full. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and the names, addresses and ages of your party must be shared with us on request.

**PAYMENT:** Bookings are confirmed on receipt of the booking via our online booking system and us receiving payment in full. No entry to the property will be allowed without payment, in full, being cleared beforehand. Once you have a confirmed booking, (ie the payment has made in full and you have received an email confirming the booking), you are responsible for the full rental cost even if you subsequently cancel.

**DAMAGE DEPOSIT:** Guests are asked to pay a Damage Deposit of £150 which is payable within 1 week of making the booking. In making a booking you accept responsibility for any theft, breakage or damaged caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result. Where such costs incurred exceed the Damage Deposit you will pay such excess to us within 14 days of being notified. The balance of the Damage Deposit will be returned to you within 10 working days of the departure date minus any deductions.

**DAMAGES and BREAKAGES:** Please treat the facilities and accommodation with due care so that other guests may continue to enjoy them. If you notice something 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, please 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 or damage.

Please do not move any furniture from one room to another.

Please do not wear shoes upstairs.

Please lock the doors and close the windows when you leave the property unoccupied.

Please make sure you switch off lights, turn down heating, or any electrical appliances when you go out - we are an eco-friendly holiday home.

Please don’t take any towels with you to the beach.

Sun cream, fake tan, make- up and hair dye can all cause damage to bedding and textiles. We ask you to please be mindful when using these products as we wish to continue to provide very high quality bed linen to our Guests at reasonable cost.

Please do not leave the log burner burning in an unattended property or throughout the night. We recommend you light it only when you plan to be in attendance during the period of burning.

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If you lose a key there is a £50 charge for us getting a new key cut.

**CANCELLATION:** Cancellations must be immediately notified to us. By making your booking, our agreement is a legal contract. If you cannot take your holiday and the booking cannot be re-let, you are still liable to pay for the booking in full. We advise that you take out separate holiday cancellation insurance to cover this cost.

If we do succeed in re-letting Bluebird Cottage, we will refund payment you have made to us for any nights we have re-let, less a **£20**administration fee.

**CANCELLATION & TRAVEL INSURANCE:** Cancellation & Travel Insurance is not compulsory but we strongly recommend such insurance to protect against the cancellation penalty.

**CHANGE OF DATE REQUEST:** Bluebird Cottage may consider a request from you to change the dates of the booking after your booking has been confirmed. Agreement will be given if the request is made more than 8 weeks away from the start of the booking and there is availability for the requested new dates. In the event that the price of the new stay dates is higher than the original booked dates, an additional payment representing the shortfall will be required in order to confirm the booking for the replacement dates. In the event that the price of the new stay is lower than the original booked dates, a refund will be given representing the overpayment. Where a request to change dates is made less than 8 weeks prior to the commencement of your stay, Bluebird Cottage may accommodate such request, if possible, at their absolute discretion. Payment of any shortfall in the price paid will be required in order secure the booking for the new dates. If the price for the new dates is lower than the original booked dates, a refund will be given net of our administration fee of 5% of the original price. If the original dates are re-let, the 5% administration fee will not be charged and if already charged, will be refunded.

**CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE):** If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property (“force majeure“) you will be refunded the full amount of the booking. No additional compensation, expenses or costs will be payable by us.

Bluebird Cottage and its owners cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, heating, electrical services or exceptional weather.

If a loss of services occurs – such as WiFi, electricity, water, gas, road access - we will not refund you for any inconvenience during this period.

In the rare event of a breakdown in a particular service or item a repair/replacement shall be found/fitted within 72 hours where possible. Bluebird Cottage cannot be held liable for any loss arising from loss of use of the service/item within the specified time limit.

**PERIOD OF HIRE:** You should not arrive before 3pm on the commencement date, and leave by 10am on the day of departure. We may not be able to accommodate you if you arrive earlier than the agreed time as we will be busy preparing your accommodation Failure to do so will 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 to 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.

**LATE ARRIVAL PROCEDURE:** Entry is via a key-box, and so you can arrive anytime after 3pm. However, please try and not disturb our neighbours if you arrive late at night.

**NUMBER OF PERSONS USING THE PROPERTY:** Under no circumstances may more than the maximum number of 4 persons occupy the property. You are welcome to have visitors during they day, but no more than 4 can sleep in the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Bluebird Cottage.

**PRICES:** The price of the accommodation includes the following:
Linen, towels including kitchen towels, hot water, central heating and electricity.

Bluebird Cottage reserves the right to amend prices accordingly.

**LIABILITY:** Bluebird 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 your property. We accept no liability for accident, injury, loss or damage sustained by any Guests, their family, visitors, animals, vehicles or personal effects however caused, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment.

**CARE OF THE PROPERTY:** You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. This includes removing perishables from the fridge, washing up dishes, placing rubbish in bin liners/recycling bags provided and putting in outside bins, ensuring ovens and microwaves are clean and free from grease. We reserve the right to make a charge for extra cleaning if the accommodation is not left in a satisfactory condition. You must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking including e-cigarettes and vaping is not allowed in the cottage. There are ashtrays in the garden. The use of candles and wax melts is also not allowed in the cottage.

**CHILDREN:** We welcome children of all ages. However, please note we do not have stair gates, plug protectors or other safety features, cots or highchairs, and so the property may not be suitable for guests with younger children.

**WIFI:** Wi-Fi is provided for the guest’s reasonable use. The guest agrees to reasonable and lawful usage of this service.

**EV CHARGING:** we have an EV car ourselves, and so are sympathetic to the needs of EV drivers. Unfortunately we are unable to provide EV charging from Bluebird Cottage as the parking bay crosses the public street. You must not charge your EV through the window or across the street. There are a number of public chargers within a 1 min walk of the property. We may terminate your booking and ask you to leave immediately with no refund if you charge your EV through the window as this is dangerous to the public and may invalidate our insurance.

**RIGHT OF ENTRY:** We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

**COMPLAINTS:** Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

**PETS:** Dogs are welcome. There is no charge for one dog, but there is an additional fee of £25 for each additional dog. The courtyard garden is gated, but small sogs may be able to escape under the gate into the neighbours yar. They should not be able to access onto the road from the back yard, but we accept no liability for this. Dogs must not be left unattended in Bluebird Cottage – they might be used to being alone at home, but they will become distressed if they are left alone in a strange environment. Dogs are not allowed on chairs or in bedrooms.All dog waste must be collected immediately, double bagged and deposited in the outside litterbins. We provide dog bowls but do not provide dog beds.

**LOST PROPERTY:**There is a minimum of £5 postage charge to post any items that you have left behind. Please ensure everything is taken home with you.

**PRIVACY POLICY:** Any data collected during the course of this booking will be stored on our computer(s).  With your permission we may from time to time contact you about promotions and offers.  We will not share your details with any third party.

**GENERAL:** In the event that any individual term or clause stated in these Terms and Conditions of Let is not permissible by law, the remainder of the agreement shall remain valid.

A warm welcome awaits you at **Bluebird Cottage.**

September 2024