

## **Booking Terms and Conditions**

These booking terms and conditions (hereafter referred to as the “Rental Agreement” and “Addendums”) are between Nichola and David Greenwood, owners of Greenwood Holiday Cottages (“we”, “us” and “our”) and the holidaymaker(s) who book one or more of the self catering properties trading as The Castle House or The Corner House (the “Property” or “Properties”). References to “you” or “your” are references to the person making the booking (“Booking”) and all members of the holiday party.

Any Booking is subject to the conditions below. This Rental Agreement and any relevant Addendums form the basis of your contract with us so please read them carefully. Nothing in this Rental Agreement or Addendums affects your normal statutory rights.

### **1.0 Making your booking**

- 1.1 We do not reserve or hold dates, therefore, to book the Property or Properties with us you should make the payment specified on the booking form, online reservation form, or any initial quote we email to you (the “Quote”). If the Quote stipulates that you pay an initial deposit (the “Deposit”) followed by a balance payment (the “Balance”), you must make both payments within the time periods specified. If you are booking the Property or Properties within 42 days of the holiday start date, then you must make a payment in full. You must pay the full amount by the due date. If the Booking Form or Quote includes a Refundable Security Bond (the “Refundable Security Bond”), you must make this payment within the time period specified.
- 1.2 Once the Deposit or full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to this Rental Agreement and any relevant Addendums, until then, the requested dates will be available to other guests.
- 1.3 You should carefully check the details of your Booking before making a payment, as well as the confirmation email and inform us immediately of any errors or omissions.

### **2. Paying for your booking**

- 2.1 We accept payment by Bank Transfer (“Transfer”) and Credit/Debit card. This payment is processed by a company called Stripe, on our behalf.
- 2.2 Where you have only paid a Deposit, you are required to send to us your payment for the Balance and Refundable Security Bond 42 days prior to the arrival date specified on your booking confirmation (the “Arrival Date”). If you fail to make a payment due to us in full and on time, we may treat your Booking as cancelled by you. Therefore, it is vital that you factor in public and bank holidays if paying by Bank Transfer.
- 2.3 If you have paid a Refundable Security Bond, we will refund this back to you after your stay, following the return of the keys to us. On occasion, this may be less any deductions that have become necessary, as outlined in the 'Your obligations' section and the Addendums, where relevant.

Any Other Fee(s) described on your booking form are non-refundable. We will always endeavour to return this Refundable Security Bond within 7 days of your departure day, however, sometimes it may take longer.

### **3. If YOU need to amend, alter or cancel your Booking**

- 3.1 It is highly recommended that you obtain sufficient levels of travel insurance to cover your whole party.
- 3.2 Bookings are only deemed cancelled if made in writing (email or letter) by the Guest who made the booking.
- 3.3 Bookings may be amended or altered at our discretion, based upon availability and when the booking is due to take place. There may be additional costs associated with these amendments or alterations. These may include any costs associated with any unsold dates included within the original booking. Bookings are not permitted to be altered or amended on more than one occasion. No bookings can be altered or amended within 28 days of the Arrival Date.
- 3.4 We will endeavour to readvertise any cancelled bookings, based upon when the booking is due to take place. If the cancelled dates are 24 hours or fewer from the Arrival Date, no readvertising will be possible. You are not permitted to advertise/resell these dates.
- 3.5 If we resell all or part of the cancelled dates but at:
- a discounted rate and/or
  - by selling via an Online Travel Agent (“OTA”) and/or
  - by way of splitting to create shorter stays
- we will only refund any monies if the resold dates are more than your booking amount, less any additional cleaning costs if we have been required to accept shorter stays.
- 3.6 If we do not resell any part of your cancelled stay you will continue to be liable for any outstanding monies or, if you have paid the full amount, you will not receive a refund.

The Refundable Security Bond, if already paid, will be refunded.

- 3.6 Our service charge for dealing with additional workload and readvertising is currently £50 per cancelled booking.
- 3.7 If required, we can provide you with any written evidence, to enable you to make a claim against your holiday insurance.

### **4. If WE need to amend, alter or cancel your Booking**

- 4.1 We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make amendments, alterations or, very occasionally, cancel bookings.
- 4.2 If this does happen, we will contact you as soon as is reasonably practical to inform you. If we need to completely cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities, reservations or insurance).

### **5. The Property or Properties**

- 5.1 You can arrive at the Property or Properties after 1500 hours on the Arrival Date for your holiday and you must leave by no later than 1000 hours on the departure date we give you. These times will also be advised by email or any Booking Portal. These times are also subject to change at any time.

- 5.2 You are not permitted to stay longer than the dates outlined on your Booking and we reserve the right to gain entry from 1000 hours onwards on your scheduled departure day.
- 5.3 If your arrival will be delayed, you must contact us, so that alternative arrangements can be made, if necessary. If you fail to do so you may not be able to gain access to the Property or Properties. If you fail to arrive by midday on the day after the Arrival Date and you do not advise us of your anticipated late arrival, we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us.
- 5.4 You are not permitted to charge, or allow to be charged, any electric scooters, e-bikes, mobility scooters or other such type of small, battery operated vehicles.
- 5.5 In the unlikely event of an appliance breaking down (including TVs & wi-fi signals), please report this immediately. We will undertake to have the matter rectified as soon as possible, however, should we be unable to resolve the issue immediately or during your stay (i.e. a part may need to be ordered), we will be under no obligation to provide alternatives or to offer discounts or compensation.
- 5.6 The Property or Properties are centrally heated and double glazed and have constant hot water provided by a combination boiler. This boiler is not accessible to you. There is a manual thermostat on the wall near the stairs, should you wish to use the heating. The heating must be turned off when leaving the Property or Properties. Access to the combination boiler will be provided to relevant authorities in emergency situations only.
- 5.7 All lights and windows must be turned off and closed when leaving the Property or Properties. Do not open windows whilst the heating is in use.
- 5.8 Tents or any similar item, which can be used as overnight accommodation, are not permitted anywhere on the Property at The Castle House.
- 5.9 The use of drones is not permitted at The Castle House, in order to ensure the privacy of our neighbours.
- 5.10 At various times of the year, at The Castle House, we may leave bird feeders hanging in the rear garden area. These bird feeders may contain various food items, including soya and peanuts. Therefore, we cannot guarantee that any part of this or either Property is nut free.
- 5.11 You are not permitted to bring or use barbeques at The Castle House or The Corner House.

## **6. Your obligations**

- 6.1 You agree to comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed at all times, by all members of your party.
- 6.2 You agree to keep and leave the Property or Properties and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition. You also agree to inspect the Property or Properties and report any problems within 12 hours of arrival.
- 6.3 You agree to not cause or allow any damage to the floors, walls, doors, windows or any other part of the Property or Properties, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or

neighbouring properties. This includes parties, loud music, excessive dog barking\*, or anti-social behaviour.

- 6.4 You agree to take all necessary steps to safeguard our Property or Properties, as well as your own personal property.
- 6.5 You agree to pay the Refundable Security Bond, which will be outlined at the time of booking. This Refundable Security Bond will be used to cover but isn't limited to, the cost of any damage, loss, breakages, breaches of security brought about by your negligence, any unauthorised late check out or any additional cleaning, which may be necessary after your stay, including the removal of any dog faeces or excessive amounts of fur\*.
- 6.6 You agree that your liability will not end with this Refundable Security Bond amount and that you further agree to pay, on request, any monies required over and above the Refundable Security Bond amount, which will be charged, at our discretion, at the full cost of replacement of any damaged items, including any fitting and delivery.
- 6.7 You agree to inform us of any damage, loss, breakages, breaches of security or other reportable incident as soon as they occur.
- 6.8 You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
- 6.9 You agree that you cannot allow more people to stay in the Property or Properties than expressly authorised, nor can you change the makeup of the party during your stay in the Property or Properties without first agreeing this in writing with us.
- 6.10 You agree not to sub-let any part of the property; if you do so, we can refuse to hand over the Property or Properties to you, or can require you and/or any sub-let parties to leave it with no monies being refunded. You also agree to be liable for any theft or damage done by any sub-let parties.
- 6.11 You agree to allow us, or any representative of ours, access to the Property or Properties at any reasonable time during your stay, for the purpose of essential repairs, or in an emergency.
- 6.12 You agree to provide the full name, address and email address details of the person making the Booking, along with the full name(s) of all members of the holiday party, including their age if under 18.
- 6.13 Entry details for the Property or Properties will be sent via email on the scheduled Arrival Date for your holiday. However, check in is strictly from the time provided on your booking. Checking in earlier than your stated arrival time can be deemed as a breach of this Agreement and you may be required to leave the Property or Properties, with no monies being refunded.
- 6.14 You agree to ensure the security of the Property or Properties is maintained at all times and that any codes provided to you, are not communicated to persons outside of your party.
- 6.15 You must ensure that no smoking, including any type of e-cigarettes, takes place in any part of the Property or Properties.
- 6.16 You must ensure that no naked flames (including birthday candles or sparklers) are used in any part of the Property or Properties.

- 6.17 You must ensure that no illegal or anti-social activity is undertaken in any part of the Property or Properties, this includes the use of the internet or the hosting of parties.
- 6.18 You agree to our quiet times from 2230 to 0800 as a consideration for our neighbours.
- 6.19 You agree not to travel to our Property or Properties if you, or any member of your party, has symptoms of a contagious disease/virus.
- 6.20 You and your party agree to leave immediately if, during your stay, you, or any member of your party, presents with symptoms of a contagious disease/virus.

## **7. Complaints**

- 7.1 Every effort has been made to ensure that you have an enjoyable and memorable holiday. However, if you have any cause for complaint, it is important that remedial action is taken as soon as possible.
- 7.2 It is essential that you contact us if any problem arises, so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussions, with us, of any issues whilst you are in residence at the Property or Properties will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding the preparation or heating of the Property or Properties) cannot possibly be investigated unless registered whilst you are in residence.
- 7.3 If, after discussion during your stay, your complaint is still outstanding, you must write to us with full details within 7 days of the end of it, providing as much information and photographic evidence as possible. No correspondence will be entered into if you fail to notify us of the issue at the time it arises.

## **8. Our Liability**

- 8.1 Our maximum liability for losses you suffer as a result of us acting in breach of the terms and conditions outlined within this Rental Agreement is strictly limited to the total fees you have paid for the Booking.
- 8.2 We shall not be liable for any losses which are not a foreseeable consequence of us breaking this Rental Agreement. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.
- 8.3 Your Booking is made as a consumer, for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.
- 8.4 We shall not be liable to you for any personal injury or damage to, or loss of, personal property, except where the injury, damage or loss is caused by our negligence.
- 8.5 We shall not be liable for any losses due to Bookings which are curtailed for any reason.
- 8.6 This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

## **9. Law**

- 9.1 The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.
- 9.2 We reserve the right to take appropriate legal action to recover any costs associated with non payment of monies due or requested in relation to breaches of any of the conditions in this Rental Agreement and Addendums.

## **10. General**

- 10.1 You may not transfer your Booking or any rights and responsibilities under this Rental Agreement to any other person, without our prior written consent. If at any time any part of this Rental Agreement is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.
- 10.2 Where necessary, we reserve the right to reduce the nightly rate or to offer last minute offers and deals where we have unsold availability. We are also under no obligation to reduce the price you have paid or to offer a refund or discount.
- 10.3 This Rental Agreement and Addendums, together with the Booking Confirmation contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.

***Anything marked with an asterisk (\*) is only applicable to bookings taken at The Castle House. We do not allow dogs at The Corner House, nor does it have its own dedicated parking spaces or EV charger.***

**ADDENDUM 1**  
**RELEVANT TO BOOKINGS MADE FOR THE CASTLE HOUSE ONLY**  
**ADDITIONAL OBLIGATIONS WHEN BRINGING DOGS**

Further to the requirements outlined in Section 6 'Your Obligations', the following are additional ones when staying with your dog(s).

- 1.1 We are happy to welcome up to 3 dogs (size & age dependent), more by negotiation.
- 1.2 When booking directly with us, we currently do not charge an additional fee for accepting dogs but reserve the right to request one, if we deem it necessary.
- 1.3 Whilst our rear garden is fully enclosed, we do not guarantee it to be secure.
- 1.4 No dogs allowed upstairs unless you are bringing your own bedding. This must be advised at the time of booking. The provided stair gate(s) must be used if you are using bedding provided by us.
- 1.5 You agree to ensure our outdoor environment stays a pleasant space for yourselves, as well as our neighbours.
- 1.6 You agree to clean up any areas of fouling by your dog, up to and including the hosing of the patio and grassed area, where necessary. An outside tap and hose have been provided for this purpose.
- 1.7 No dogs are to be left within the property on their own at any time. This is distressing for the animal and is likely to cause noise and unacceptable disturbance to our neighbours.
- 1.8 If you are wishing to bring along dogs under the age of 1 year, they must be fully housetrained, up to date with their vaccinations and parasite treatments, are not permitted to go upstairs, accidents and damage must be reported immediately and a larger Refundable Security Bond of £200 may be required.
- 1.9 No dogs to be allowed on the furniture unless a throw is used. Throws will be provided but please feel free to bring your own.
- 1.10 You agree not to allow more dogs to stay in the Property than expressly authorised.
- 1.11 You agree to provide details of the numbers, breed and age of every dog in your party.
- 1.12 You agree to ensure your dog(s) are up to date on any vaccinations and parasite treatments.
- 1.13 Dogs with contagious conditions such as kennel cough etc. must NEVER, under any circumstances be brought to the Property. Should your dog show symptoms/become ill with any contagious conditions, you must inform us immediately and check out of the Property. No refunds for curtailed stays will be provided.
- 1.14 You agree to ensure that any dog bones or chews that your dog has enjoyed whilst with us, are removed at the end of your stay, in case the next dogs to stay are possessive over finds, or are allergic to them.
- 1.15 We will treat any breach of these obligations as a cancellation of the Booking by you and we shall be under no obligation to refund you for fees already paid to us. We may also refuse to hand over the Property to you; or require you to leave it.

**ADDENDUM 2**  
**RELEVANT TO BOOKINGS MADE FOR THE CASTLE HOUSE ONLY**  
**ADDITIONAL OBLIGATIONS WHEN USING OUR ELECTRIC VEHICLE CHARGING**  
**UNIT (EVCU) AND OFF STREET PARKING AREA**

- 2.1 You are using the EVCU at your own risk, no liability will be accepted for any damage or loss, howsoever caused.
- 2.2 Before use, you agree to read and follow the instructions; these can be found in the House Manual. If they have been removed, please request a copy before using the EVCU.
- 2.3 We are providing this EVCU for use only whilst you are a guest in our holiday cottage. To encourage its use, we are currently providing it free of charge, based on fair usage. However, we reserve the right to charge a fee, if we deem it necessary. We class fair usage to be a cost of less than £10 per stay.
- 2.4 You agree to pay for any excessive use of the EVCU at a rate not less than £20 per charge.
- 2.5 You agree to ensure that the isolator switch in the under-stairs cupboard is turned off after every use. Failure to do so may lead to unauthorised use. Any unauthorised use, deemed to have been caused by your failure to switch the isolator off, will be claimed from your Refundable Security Bond or requested afterwards, if already refunded. This unauthorised usage fee will be not less than £40 per charge.
- 2.6 You must ensure that any charging cables and equipment are damage free and suitable for our type of EVCU.
- 2.7 Do not use if the EVCU looks damaged. You must also report any damage immediately.
- 2.8 You must ensure that your car insurance covers us in case of damage to our property whilst utilising the driveway facilities and/or EVCU.
- 2.9 Do not allow children or people with limited capacity to use the EVCU.
- 2.10 You must never charge, or allow to be charged, any Electric Vehicle via the use of a normal plug socket and extension lead.
- 2.11 The private parking area, located to the front of The Castle House is only for use during the period covered by your Booking. On check out, you are required to remove your vehicle.
- 2.12 No caravan, camper or similar item, which can be used as overnight accommodation, is permitted to use the parking area.
- 2.13 If your vehicle leaks any type of fluid onto the parking area, you are required to advise us and clean it immediately.
- 2.14 When utilising the parking area, you must ensure that your vehicle does not overhang the pedestrian footpath.
- 2.15 If you have more vehicles than there is space for on our parking area, you must ensure that our neighbours' driveways and sightlines are not obscured, if parking on the roadside.