

## **Terms & Conditions: effective 7<sup>th</sup> January 2023**

### **Your booking**

By placing a booking with us you (the lead guest) and your booking party (guests) agree to the following terms and conditions as set-out. If you have any questions about these T&Cs, please contact us before making a booking.

The Contract for a short-term holiday rental (maximum of 28 days) will be between Lower Hearson Cottages (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 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.

The party leader must be at least 18 years of age at the time of booking and prior to arrival we must be provided with a list containing both:

- the names of all guests aged 16 and over
- the ages of any children.

Under no circumstances may the cottage be occupied by more persons than agreed at the time of booking (unless confirmed in writing by us). We reserve the right to refuse admittance if this condition is not observed.

### **Deposits and payments**

**This section only applies to bookings made directly with Lower Hearson Cottages.**

Before confirming a booking we must be in receipt of the deposit of 20% of the rental cost and a completed booking form. The deposit must be paid within three (3) days of booking being placed. The booking is provisional until you receive written notification from us confirming the reservation.

If your booking is made within 8 weeks (56 days) of the arrival date then payment for the Cottage rental is due in full.

The full balance for the booking must be paid 8 weeks (56 days) prior to the start date of your rental. We will send you an email reminder but cannot guarantee receipt. If your balance is not paid at this point and we have not agreed an alternative arrangement with you (in writing) then we will assume you wish to cancel your reservation. We may then readvertise those dates to secure an alternative booking. Our standard cancellation terms will then apply.

Full cleared payment must be received by us before we will release the Cottage key to you.

If you choose to leave prior to the end of your booking you will not be refunded for any unused nights.

## **Cancellation**

**This cancellation policy only applies to bookings made directly with Lower Hearson Cottages.**

We strongly advise you to take out an appropriate travel insurance policy to cover you for cancellation due to illness (including Covid-19) or other unforeseen circumstances. If you choose not to, then you accept responsibility for any loss you experience as a result of cancelling your trip.

Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and the start of your booking. Our cancellation charges are set out below.

This means that if you have paid the deposit and/or balance for your booking and then have to, or want to, cancel, you may receive a refund of part of the cost.

Number of days prior to start date	Cancellation Charge (the amount you must still pay)
More than 180 days	£30 administrative fee
56-180 days	20% of the rental rate (i.e. the deposit paid at point of booking)
55-28 days	60% of the rental rate
27-15 days	80% of the rental rate
14 days or less	100% of the rental rate

If towel hire has been paid for this will be refunded in full regardless of when you cancel.

The table above shows the maximum cancellation charges. However, to mitigate your loss we will use our reasonable endeavours to re-let the property once we are advised of your decision to cancel. Please note that this may be at a lower rental rate than you originally paid. If we are successful, you will be refunded the difference between moneys you have paid less the sums received from the re-letting after deduction of all costs and expenses incurred by us which shall always include an administration fee of £30.

### **Epidemic or pandemic cancellations e.g. Covid19**

Should your booking be cancelled due to a Government sanctioned local or national lockdown rendering you unable to travel you will be refunded in full.

### **Circumstances Beyond the Control of Lower Hearson Cottages (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.

If we have to terminate your stay early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. We will support you to identify alternative accommodation of a similar quality, size and price in the area.

### **Time period of bookings**

Our standard check-in time is 4pm onwards on the day of arrival.

Our standard check-out time is 10am or earlier on the day of departure.

We may agree to alter these times on a case-by-case basis. Guests need to request any alteration to check-in/check-out time in advance. There may be an additional charge for any adjustment e.g. if it affects our booked slot with the external cleaning company.

If you overstay on your departure day without our prior agreement then additional charges may apply. The usual fee would be the cost for an additional day's cottage rental.

### **Use of the cottage**

No illegal, antisocial or offensive activity is allowed in the Cottages or on site.

If guests wish to invite visitors to site then this request must be put to us in advance. We must know who is visiting for the safety and welfare of everyone on site. Where there is capacity, both in terms of guest numbers and car parking availability, we will try and facilitate visits.

Non-resident guests may not use the swimming pool without permission from the owners. The standard swimming pool disclaimer must also be signed.

We do not accept pets in any of our cottages, this includes day visits. Assistance/Guide dogs are exempt from this restriction and are welcome on site and in all our Cottages. Although it is not necessary for you to declare an Assistance/Guide dog in advance; we would welcome advance notice so we have the opportunity to make things as practical as possible for you and your dog.

Although we do not ordinarily allow pets in our Cottages, we cannot guarantee the property will be suitable for those with severe pet/animal related allergies. There are animals on site and an assistance dog may have previously stayed in the cottage.

### **Right of entry**

The owners have the right to enter the property at any reasonable time to carry out repairs or inspect the cottage. We will always try to contact you in advance of entering the property unless it is an emergency.

### **Care of the Cottage and site**

You are required to take reasonable care of the Cottage, all fixtures and fittings and any facilities on the site. 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.

Where breakages or damage occurs you will be required to reimburse us for replacement, repair or any additional cleaning charges that we incur. We understand that minor accidental damage can happen and do not normally charge for the occasional small item e.g. broken plate or glass.

Please let us know of any fault, issue or damage that you become aware of so we can address the issue promptly.

If damage occurs to the Property as a result of the actions of guests during the stay, where the extent of that damage is so severe that the Owner must (in their sole opinion) cancel and/or refund subsequent bookings, the Owner may bring a claim against you for any loss arising as a result, including the cost of refunding other guests affected by cancelled bookings and any additional administrative fees incurred in respect of the same.

### **Swimming Pool**

Provision of access to the swimming pool by us is entirely discretionary and provided without guarantee. Failure of our plant equipment, or failure to provide a specific water temperature or closure due to water quality issues, does not constitute a breach of any contract to provide you with accommodation.

### **Safety related restrictions**

You may not smoke or vape in any Cottage, the Games Room or within the Swimming Pool fencing. If you do smoke or vape inside you may be liable for an additional cleaning fee of £100.

Candles are not allowed in any Cottage, the Games Room or within the Swimming Pool fencing.

If you do smoke, please do not dispose of cigarettes, matches etc. on the ground. Please ask us for a container to dispose of your smoking related rubbish. This ensures cottages do not smell, the site remains free of litter and the risk of fire is removed. Please be respectful of other guests and mindful of the locations of windows/doors to prevent negatively impacting them with smoke or vaping fumes.

You must read, sign and return the swimming pool rules and disclaimer form prior to entering the swimming pool area.

Fireworks, sparklers and Chinese lanterns are banned on the site. This is to protect our livestock and pets as well as reduce the risk of fire to the fields and woodlands.

Fire pits and disposable BBQs present a significant fire risk, particularly in the Summer. You may only use fire pits or BBQs that we provide within the area we specify.

Bouncy castles and other inflatable play equipment cannot be used on site (this includes hiring from a third-party supplier).

### **Electric Vehicle (EV) Charging**

We do not have on-site charging facilities for guests at Lower Hearson Cottages and you must make your own arrangements for EV charging.

Granny/domestic/trickle chargers must not be plugged into any electrical socket on the site. This applies to fully electric and hybrid vehicles.

## **Internet**

You must not use our internet connectivity services:

- a) in any way that breaches any applicable local, national or international law or regulation;
- b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.

Provision of internet access by us is entirely discretionary and provided without guarantee. Failure of our internet connectivity, or failure to provide internet connectivity (or sufficient bandwidth for any specific use) does not constitute a breach of any contract to provide you with accommodation.

We exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our internet connectivity services or in connection with the use, inability to use, or results of the use of our services including loss of or damage to; income or revenue, business, profits or contracts, anticipated savings, data, or goodwill, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to the internet via our services.

## **Smart TV**

We do not supply any Netflix or other similar subscription service to our guests. If your Cottage has a Smart TV and you wish to use any on-demand or subscription service, you will need to use your own account.

You are responsible for logging out of the account at the end of your booking. The owners will not be held responsible for any fees or charges incurred as a result of anyone else accessing your account.

## **Third-party suppliers (Chefs, babysitters etc)**

You must contact us in advance if you wish to invite a third-party supplier to the site and obtain written permission from us prior to them arriving on site.

We will need to see proof of their public liability insurance and any other relevant certificates/documents that may be appropriate. We will need to seek guidance from our insurance provider.

We will try and facilitate requests but the approval process takes time so guests should provide as much notice as possible. We would not recommend booking a third-party supplier until we have

issued written permission. If you choose to book prior to receiving our confirmation, we will not be held responsible for any charges or fees you incur as a result.

We accept no responsibility or liability for third-party suppliers and the services they supply.

If we become aware of a third-party supplier being on site without permission, we reserve the right to ask them to leave with immediate effect.

On occasion the owners may suggest or recommend an off-site third-party supplier e.g. local attraction, restaurant. The owners make this recommendation based on their personal experience or that of previous guests. The owners accept no liability for these recommended services or activities.

### **Liability**

As far as the law allows, Lower Hearson Cottages, its employees and representatives shall not be liable to you or your party for loss, damage or injury to you or any of your party or your/their property or vehicles as a consequence of this agreement or the occupancy following thereon.

The owners are not liable for any accident or injury occurring at the premises save where the accident or injury is as a result of the negligence or wilful misconduct of the owner

### **Complaints**

If you are unhappy with the Cottage or any other aspect of your booking we must be directly informed at the earliest opportunity. This gives us the opportunity to try and rectify the situation so you can continue to enjoy your stay.

Complaints or issues that are first raised after your Cottage rental has finished cannot be addressed. We will use this feedback to inform future service and provision but we will not be able to rectify, compensate or refund under these circumstances.