



Martinhoe Cleave Cottages - Booking Terms and Conditions

These terms and conditions form part of the Contract for a booking to stay at Martinhoe Cleave Cottages. A booking is accepted on the basis that the terms and conditions are accepted by the Booker and those persons who will occupy the property for the period of the booking. In the event of breach of these terms and conditions the Booker and all members of their party/occupiers of the property will be asked to leave and the booking cancelled without compensation.

Interpretation

1. Reference to any statute or any statutory provision includes a reference to a) that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and b) all statutory instruments or orders made pursuant to it.
2. Words denoting the singular number only shall include the plural and vice versa.
3. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement

Terms and Conditions

The Booker and the Owner acknowledge that this agreement forms the entire agreement between the Owner and the Booker acting on behalf of all the persons staying in the property and where any of the booking terms and conditions are deemed unenforceable then all other parts of this agreement shall remain in full force and operation and shall be enforceable between the parties. It excludes any agents contracted by us to provide information, booking and/or property management services on our behalf from any liability on any act, neglect or default on our part or any person not within our employ or under our control.

The use of the accommodation and facilities is entirely at your own risk and no responsibility will be accepted for injury, loss or damages to the user, their belongings or their motor vehicles. We recommend and expect that the Booker takes out a policy to insure their possessions for the period of their stay.

1. The Rental

The Rental confers upon the Booker and those persons who will occupy the property the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the signatory and all persons mentioned on the Booking form acknowledge that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise.

The Booker acknowledges that he, she or they and those persons who will occupy the property are aware of the booking terms and conditions and have agreed to be bound by those conditions and shall be a member of the party occupying the property and acknowledge that these booking terms and conditions shall be subject to English law and time shall be of the essence.

2. Payment Policy

- i. You the Booker must pay a non-refundable deposit of 20% of the total booking fee within 7 working days of the initial reservation being confirmed. The balance must be paid no less than 6 weeks prior to your arrival date. On receipt of the balance, full details of key collection arrangements and directions to the property will be sent. Please note we do not send reminders.
- ii. In the case of bookings made within 6 weeks of the commencement of the holiday the full amount will be due for payment.
- iii. Payments can be made by bank transfer or cheque.
- iv. At the Owner's discretion, the Booker will be required to pay a refundable security/cleaning deposit. The deposit will normally be refunded (minus any subsequent deductions – see clause 15) within 14 days of departure.

3. Cancellation

- i. When a cancellation takes place, the Owner will endeavour to re-let the property and where this is possible will refund an amount equal to the rental received from re-letting the property for the cancelled booking period less the deposit paid. In the event that the property cannot be re-let no refund will be made.
- ii. The Owner recommends and expects that guests will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness including Covid or the need to quarantine or self-isolate and unavoidable reasons for cancellation) prior to their stay.
- iii. Cancellation due to Covid-19/pandemic/epidemic
 - a. In the event of forced closure of the cottages and/or the Booker is unable to travel due to local or national lock down the Booker will receive a full refund of the booking fee paid. In this eventuality the refund will apply only to the address given on the booking being put into lock down and the travel restriction coincides with the period of the booking.
 - b. Where a cancellation results from the Booker or one of their party contracting Covid or from a requirement to quarantine or self-isolate as a result of Covid restrictions the Owner will refund an amount equal to the rental received from re-letting the property for the cancelled booking period less the deposit paid. In the event that the property cannot be re-let no refund will be made. These events can be covered by travel insurance which we recommend and expect the Booker to have.
 - c. If the Booker or one of their party develops Covid-19 symptoms during their stay which requires them to isolate at the cottage beyond the original booking period, the Booker will be charged the relevant tariff rate for the additional days that the cottage is occupied.
 - d. Where the presence of Covid-19 infection at the cottages results in a booking having to be cancelled by the Owner the Booker will receive a full refund of the booking fee paid.

4. Price Alterations

- i. We reserve the right to adjust prices quoted on our website or on details to properties due to errors or omissions or changes in V.A.T. This will not affect any prices we have previously confirmed with you.

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5. Size and Party

- i. The number of persons stipulated for each property on the website, advertisements or published literature, must not be exceeded except by prior agreement. We normally class infants as being 2 years old or under.
- ii. The Booker certifies that:
 1. They are authorised to agree to the booking conditions on behalf of all persons occupying the property including any changes;
 2. They are over 18 years of age and a member of the party occupying the property;
 3. The Booker has agreed that they act as principal and have absolute liability for all the members of the party at all times.

6. Pets policy:

- i. Pets are not allowed to be left unattended in the property at any time.
- ii. The Booker agrees to honour the Dog Policy as set out in this agreement (see below).

7. Suitability:

- i. **Health & Mobility:** The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established. An Access Statement is provided on our web site for guidance.
- ii. **Rural Life and Safety:** The Owner accepts no responsibility or liability in connection with the suitability or non-suitability of the property for the Booker and those persons who will occupy the property. The Booker accepts that the property is situated in an isolated rural area and is accessed by steep, narrow and winding lanes. The Booker may experience local countryside activities, including, but not limited to, animal noise, grass cutting, ancillary agricultural noise and odours. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and the Booker and those persons who will occupy the property acknowledge the rural nature of the property.

8. Arrival and Departure times

- i. Unless otherwise stated in your booking confirmation, you may arrive any time after 5.00pm on the day of your booking
- ii. You must vacate the property by 9.30am on the day of departure.

9. Lost property

- i. We cannot accept responsibility for any items you leave behind in the property after your holiday, but if you contact us we will endeavour to locate the lost item(s)
- ii. If lost property is found, we will inform you and agree the means to return it. We will return the goods at cost with a minimum charge of £5.
- iii. Any unclaimed items will be disposed of after two weeks.

10. Booker Obligations. You agree to

- i. Ensure the security of the property and not to leave the property unsecured.

- ii. Take reasonable care of the property and ensure that the property and all equipment is left clean.
- iii. Pay for any losses or damages to the property (except reasonable wear and tear).
- iv. Not to smoke, or allow others to smoke inside the property.
- v. Not to light any naked flames inside the property (except in a wood burner where fitted) including candles.
- vi. Not exceed the total number of persons in the property as stated in the booking, or share the property, or part with possession of the property, unless previously agreed with the Owner.
- vii. To dispose of household waste in accordance with waste disposal requirements. These are explained in the guest folder which you will find on arrival.
- viii. Grant the Owner right to access the property at any time during occupancy after reasonable notice has been given.
- ix. Not to leave the property unattended while the following equipment is operating: dishwasher, washing machine, tumble dryer, oven and/or hob, electric heater, hairdryer, television, radio.
- x. Accept responsibility for the safety of any pets. At no time should a dog be left alone unsupervised at the property.

It is mutually agreed that

- 11.** Should the property, for reasons beyond our control (e.g. fire, theft, sale, etc.), not be available on the date booked or the property is not available for holiday letting, all rent and any charges paid in full by you to us will be refunded in full. You accept that you will have no further claim against us.
- 12.** We accept no liability for any accident, damage, loss, injury, expense, or inconvenience whether to person or property which you or any persons may suffer or incur that arise out of the rental or is in any way connected with the rental.
- 13.** The Owner cannot accept a change of holiday property or details to a booking once the deposit has been received. However, occasionally we can accept an alteration of dates, notwithstanding any obligations incurred if a change of dates is requested within less than 8 weeks of a Booker's arrival date. Where any changes are made to a booking including dates, party size or additional pets, an administrative fee of £15 will be charged in addition to any other charges arising.
- 14.** The Owner aims to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.
- 15.** Damage - Occasionally accidents do happen and any losses must be paid for. The property will be checked and cleaned before arrival but if you have any difficulties please contact us. Should you find on arrival any damage or non-working items you will notify us immediately so that matters can be rectified. Where a refundable security/cleaning deposit has been taken, a suitable deduction will be made from the refund to compensate for damage and/or for remedial cleaning.

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16. Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

Dog Policy

- i. Dogs will not be allowed into the bedrooms or onto the furniture.
- ii. Dogs must remain in the charge of their owners at all times and not be left alone in the cottages.
- iii. Dogs must not be allowed to disturb or cause nuisance to other guests or to neighbouring properties.
- iv. Dogs should not be allowed to bark inside the property, foul the property, chew the furnishings or get on the furniture. Dog owners will bring the animal's sleeping and feeding arrangements with them.
- v. In the interest of keeping the gardens clean and tidy and in the interests of health and safety the owner agrees to clean up after the dog.
- vi. Linen and towels provided for the use of guests staying in the property shall not be used to clean the dog.
- vii. Dogs shall only be fed and watered using their own dishes or those provided for such purpose in the property.
- viii. The owner agrees to pay the costs of any damage done by the dog to the property or its contents including the costs of lost business arising from such damage if the property cannot be re-let.
- ix. If for any reason the above are not adhered to, the owner agrees that the dog will be placed in kennels or the holiday terminated without compensation.
- x. Dog bedding and blankets will not be laundered in the washing/drying machines provided for the use of guests.