

Terms and Conditions

General

This is a legally binding contract between the property owners, Nick & Barbara Davies, Luxurious Cottages, Incleborough House, Lower Common, East Runton, Cromer, Norfolk. NR27 9PG

and the holidaymaker. The property owners are also referred to as "we", "us" and "our". The holidaymaker is the person who signs the booking form or, in the case of online or telephone booking, the person who makes the payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you" and "your".

The property referred to being Luxurious Cottages, Incleborough House, Lower Common, East Runton, Cromer, Norfolk. NR27 9PG.

Return of Breakage Deposit / Dog Security deposit

Once you have completed your stay, the cleaning and maintenance team will turn the cottage around in readiness for the next guests. The bed linen and towels will be collected and processed by the local laundry and returned to us **within 2 weeks**, often sooner. Your breakage deposit / dog security deposit minus any deductions (if applicable), will be returned to you **within 2 weeks** of your departure and we will advise you via email when completed.

Bookings (*change to this section from 13th January 2018 in line with EU regulations*)

A **non-refundable booking deposit of 30%** is payable at the time of the booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit, is payable not less than 8 weeks to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking.

Payment may be made by bank transfer (BACS) or over the telephone by personal debit card, both methods are free of handling charges. Personal credit card can only be used for a deposit payment. All balances, or full payments for breaks which fall within 8 weeks of the arrival date, can only be made by personal debit card or bank transfer (BACS). We do not accept payments by business debit/credit cards or by cheque.

Please note. Balances or full payments can only be made using a personal debit card or by bank transfer (BACS).

If payment is not received (or agreed) in that period, the booking will then be cancelled.

Cancellation by the Holidaymaker

The Booking is not transferable. Any cancellation made by the holidaymaker for whatever reason shall be in writing and addressed to 16 in Incleborough House, 8 in The Brambles and 6 in Stable Cottage at the above address or emailed to enquiries@luxurious-cottages.co.uk

If you cancel, don't forget that your **30% deposit is non refundable**, plus you are still liable for payment of the balance of your holiday rental, unless we can re let it. We will endeavour to re-let the cottage. If the property is re-let for the whole period for the full

price, a refund of all the monies paid (**not including the deposit**) will be made less an administrative charge of £60 per booking.

If the property is let at a lower price or for part of the period booked, a discretionary refund may be made, taking full account of any losses we've made compared to the original booking. If we are unable to re-let the cottage, the holidaymaker is responsible for payment in full. **We, therefore, strongly recommend you have adequate and valid holiday cancellation insurance. It is the holidaymaker's responsibility to ensure that adequate insurance cover is in place to cover their holiday.**

Cancellation by the Property Owner

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

Force Majeure

We cannot accept responsibility or pay compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to force majeure.

Circumstances amounting to

force majeure include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of the cottage (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or any similar event beyond our control. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control. The owners shall not be liable to the holidaymaker or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, arise out of or in any way connected with the rental. No term of the contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract. If a property that the holidaymaker has booked becomes unavailable or unusable for some reason, then the Owner's obligation will be to (1) provide a suitable alternative property, or failing which (2) to return to the holidaymaker the appropriate monies paid for that property.

Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required or investigated.

The property may not be used for commercial purposes or for any purpose which is unlawful.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to, or capable of taking charge of, the property.

Number of Guests

The maximum number of people entitled to stay at this property is 16 in Incleborough House, 8 in The Brambles and 6 in Stable Cottage and furthermore, only the total number of people shown on the booking confirmation are entitled to stay. If it is found that more people than agreed are using the property, including extra day guests, this will be

considered a breach of contract and the holidaymaker and his/her party may be asked to leave immediately without any refund. Holidaymakers may not be substituted by others during the stay without specific approval of the owners, when a charge per person/room may become applicable. Sub letting or assignation of the let is prohibited. We do not accept Hen, Stag or 21st birthday parties.

Visiting Service Providers

For insurance and health and safety reasons visiting service providers **are not permitted** in any of our 3 cottages unless the provider has previously provided us with evidence of adequate insurance and has been approved by us in writing prior to your arrival.

Whilst we do not guarantee their services, on request, we can provide a list of visiting service providers that have already been approved by us.

If you wish to use any other providers, please inform us prior to booking them, at least 4 weeks before your arrival to enable us to consider their suitability.

Using any visiting service providers without our prior approval will be considered a breach of our contract with you.

All our 3 cottages are pet friendly *(revised 2018)*

Registered Assistance Dogs are allowed in all three properties without charge.

Special note:

Prior to your arrival, we will require to see evidence, such as a certificate booklet from your vet, that all appropriate vaccinations have been regularly carried out on your dog and are up to date. (This is for your dog's protection as Parva virus is prevalent in the area) More importantly from our point of view and for the protection of all our future visitors and their dogs we require that all dogs have been flea treated and wormed within 3 weeks prior to their visit.

Photographic/scanned empty packets ie Frontline will suffice as we appreciate vets do not usually record flea treatments. For your convenience documents can be emailed or can also be copied and posted, but in all cases must be received approximately 2 weeks prior to your arrival (not before). Non receipt of these documents will result in your pet not being allowed entry.

We can only accommodate a maximum of 2 dogs aged 9 months and older. A refundable deposit will be required prior to your arrival, which will be refunded within 2 weeks of your departure and subject to a satisfactory inspection of the cottage by one of the proprietors.

Dogs are only allowed on the ground floor. (Incleborough House only)

Regardless of whether the dog is in your room or in a common area, the owner is responsible for immediate cleanup and repairs of incidental damage caused by the dog. The cleanup should be thorough enough so to generate no additional work for the staff. For more extensive soiling of carpets, please call us on 01263 822478 for assistance, please do not use any cleaning agents on carpets as this will set any stains. We provide poo bags and a watering can if bitches urinate on any of the lawns, (this will protect the life of the lawn).

Please always make sure that your dog is clean before bringing it into the cottage. Dog towels are provided for your pets use. Dogs may not be cleaned in showers, sinks or baths.

Dogs must not be left unattended inside or in the garden, regardless of how they are secured

Dogs are not allowed on any furniture including bedding* and to avoid doubt, **may not sleep on your bed**. Please note that you will be charged for extra/special cleaning for bedding soiled by dogs. Dogs should not be left for excessively long periods in the garden area, as this can lead to damage to the plants, lawns and fencing plus excessive dog fouling.

Your dog is always the responsibility of yourself the owner. The owner is liable for any damage or upset caused by the dog.

We reserve the right to terminate a stay or refuse entry without notice if a dog and/or its owner cause damage or inconvenience to others, the property or ourselves. No recompense will be given in such cases.

The costs for any repairs or extra cleaning will be deducted from your security deposit

Pets other than dogs are not allowed in any of our properties.

All dogs must be house trained and the number and type of dog must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

A charge will be made for any additional cleaning or repairs required including additional treatment of lawn damage however caused. The property owner cannot be held responsible for any accident or injury to a dog during their stay.

Arrival and Departure Time

Every effort will be made to have the property available from 4pm on the day of arrival. The property must be vacated by 10am on the day of departure. Late departure may result in an additional charge being made.

Liability

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

Safety

Children must be supervised at all times in the house and the garden. Use of all of the facilities of the properties are entirely at the risk of the holidaymakers.

Hot Tub

The hot tub is available 7 days a week from 8am to 10pm. Children under 12 years old must be under constant supervision whilst using the hot tub.

All holidaymakers must be familiar with and observe the hot tub rules. Whilst every effort is made to ensure the hot tub water is up to the required temperature on your arrival this cannot be guaranteed.

Behaviour

Behaviour should not be excessive, noisy or disruptive, especially at night. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. Offensive or aggressive behaviour or language towards the proprietors or our staff is not acceptable. We reserve the right to enter the property and may ask you and/or any member of your party to leave immediately if your conduct results in police attendance or is considered by us to be inappropriate; likely to cause or harm; or impair the enjoyment, comfort or safety of anyone; or is likely, in our belief, to breach any of this agreement. No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party. We have the right to cancel your booking, or to instruct you or your party to leave the house immediately, without compensation or refund, should you or any of your party not comply with this agreement. If a valid noise complaint is received you could lose your breakage deposit.

Guests staying at Inceborough House must be aware that loud music is not permitted after 11pm in the conservatories.

Cleaning and Breakages

At the end of the holiday the property should be left in a clean and tidy condition. The property owner retains the right to make an additional charge for extra cleaning costs incurred. The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

Return of Breakage Deposit / Dog Security deposit

Once you have completed your stay, the cleaning and maintenance team will turn the cottage around in readiness for the next guests. The bed linen and towels will be collected and processed by the local laundry and returned to us within 2 weeks, often sooner. Your breakage deposit / dog security deposit minus any deductions (if applicable), will be returned to you **within 2 weeks of your departure.**