

# Wynd Cottage **BOOKING / RESERVATIONS / HIRE - TERMS & CONDITIONS**

The Holiday Let Agreement / Contract is specifically excluded from the Housing Act 1988, Tenants / Hirers have no security of tenure and must vacate the property at the end of the fixed term, or before the departure date if found to be in breach of the terms of the Holiday Let Agreement.

BY MAKING A RESERVATION / BOOKING YOU (THE HIRER) AGREE TO THE FOLLOWING HOLIDAY LET TERMS & CONDITIONS.

## **1. CONTRACT OF HIRE**

The hiring contract will be between you the Hirer and Mr. and Mrs. A. G. Bell (The Owners of the property) and shall be deemed to be made subject to these Conditions of Hire and governed by English Law.

The Contract of Hire is not effective until The Owners dispatch to the Hirer at his/her permanent address, written confirmation of the booking. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 18 years of age.

## **2. INITIAL PAYMENT**

Bookings will be confirmed upon receipt of the required deposit payment. (Approximately one third of the total holiday cost, including cottage rental and any additional charges.)

If the booking is made within eight weeks of the holiday commencement date, the full accommodation rental and charges will be required at the time of booking.

## **3. BALANCE PAYMENT**

The Balance will be due for payment eight weeks before the holiday commencement date.

On receipt of the Balance Payment, advice of key collection arrangements and instructions for the property will be sent to the Hirer.

*The Owners reserve the right to cancel the Contract of Hire where full payment has not been received eight weeks before the holiday commencement date. The deposit (Initial Payment) paid on the booking is non-returnable and you will be liable for the full Balance Payment. Please see Point 5, Cancellation.*

## **4. CONFIRMATION OF BOOKING**

Once the owners have issued a Confirmation of Booking, the Hirer is responsible for the total cost of the hire and charges as shown on the Confirmation. Amendments to bookings after the Confirmation, will be subject to an administration fee of £60.

*Prior to confirmation, The Owners reserve the right to adjust advertised prices.*

## **5. CANCELLATION**

**COVID 19 - Book Wynd Cottage with confidence. We are, for now, changing our normal cancellation policy. We will give full refunds at any time before your stay if you can't make it due to Covid 19 regulations (eg. you or a member of your booking party are showing Covid 19 symptoms or advised to isolate, or where you reside or Whitby itself becomes subject to a local lock-downs or travel restrictions) .** In all other circumstances the following applies.

If you need to cancel your holiday you must inform The Owners as soon as possible. We will cancel your booking on the day we receive your written notice to cancel.

You will remain liable for full payment unless we are able to re-let all or part of the period booked, in which case The Owners will consider a refund, less an administration fee of £120. Any refund will be calculated immediately after the period booked.

*The Owners recommend you take out a third party "Holiday Cancellation Insurance" policy. These are advertised on-line for under Circa. £10 .*

## **6. OWNERS LIABILITIES.**

The use of accommodation and facilities, is entirely at the users' risk, and no responsibility can be accepted for injury, or loss or damage of belongings. However, The Owners do not seek to exclude or limit their legal liabilities.

## **7. GROUP / FAMILY MEMBERS & NUMBERS**

In no circumstances may more than 6 persons (+ 1 Infants) occupy the property. The Owners reserve the right to refuse admittance and end the rental if this condition is not observed. Only those listed on the booking may occupy the premises. The person who completes the booking ( Lead Name / Hirer), certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The Lead Name must be over 18 years and a member of the party occupying the property. The Lead Name agrees to take responsibility for all members of the party.

*The Owners reserve the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.*

## **8. HIRER RESPONSIBILITIES**

For the whole of the period included within your booking, you will be responsible for the property and are required to take all reasonable care of it. This includes securing the property during your stay and at departure.

No Smoking and no candles allowed in the cottage.

The property, all equipment and utensils must be left clean and tidy at the end of the hire period. At no time should a pet be left alone unsupervised at the property.

The property must be vacated and all personal property removed by 12.00 noon on the day of departure.

## **9. DAMAGE**

All damages and breakages are the legal responsibility of you, The Hirer, and should be notified to The Owner before the end of your holiday. The cost of damage or breakages shall be payable on demand. Normally, minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, The Owners reserve the right to charge you for any additional costs incurred as a consequence and may, at their discretion, refuse further bookings.

Should you find on arrival any damaged or non-working items, they must be reported to The Owners immediately, so that matters can be rectified. The Owners have the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).

Any Damages/Security Deposits charged will be cashed on receipt and reimbursed promptly after the holiday (less any penalties which may be incurred).

*The Owners reserve the right to repossess the Holiday Home at any time, where you or any member of your party or guest have caused damage or breached any other terms. In this event The Owners shall not be liable to make any refund to the Hirer.*

## **10. COMPLAINT PROCEDURE**

If you are dissatisfied with the service or property The Owners must be notified immediately, so that investigations can be carried out and any necessary action taken. In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied The Owners the opportunity to try to put matters right during the Hirer's stay.

Any significant complaint, justified by, and at the discretion of The Owners may result in an offer of a partial / proportional refund.

The Owners will not accept liability for happenings outside their reasonable control, such as loss of public amenities, disruptions or disturbance caused by authorities, utilities, the public or neighbours.

In any event, The Owners Liability is limited to the price paid by the hirer.

## **11. ACCURACY OF ADVERTISING DESCRIPTIONS**

The Owners have taken every care to ensure the accuracy of the property descriptions. The information is given in good faith, can be subjective, but is believed to be correct in normal circumstances. The owners cannot be held responsible for changes beyond their control, which may become known after publication.

Whilst we describe property as non-smoking this cannot be guaranteed.

The descriptions of the cottage details the amenities that the property normally has available but generally does not state what is not included.

## **12. LEGAL**

In the event of any dispute between parties it shall be governed by the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is located unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable endeavours will be used to resolve the dispute arising between you and The Owners without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination. In default of such agreement, the process and appointment of the independent professional will be determined by the President for the time being of the Law Society or the Chartered Institute of Arbitrators. In either case, all parties will contribute equally to the expense of such process, and, in default these expenses shall be capable of being recovered in any subsequent litigation.

## **13. AVAILABILITY**

The Hiring Contract is made on the understanding that the property and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of The Owner, then The Owners may be forced to cancel the booking. The Hirer will be advised as early as possible.

Cancellation by The Owners will entitle the Hirer to a refund of all monies paid. The Hirer will not as a result have any further claims against The Owner.

*Please note: Reservation requests are not confirmed bookings until we have contacted you with a Confirmation of Booking.*

## **14. WiFi and other Technologies**

The WiFi and TV is provided as an additional free service to The Hirer. Although the owners will endeavour to have these services available, they are not guaranteed.

By using the Internet connection you agree to the following.

- a) Not to use the connection for illegal or immoral purposes. Your personal details will be provided to any legitimate authority investigating any such use.
- b) The Owners will not be held responsible for any data breach or loss. Although the router/network is password protected the system should be regarded as public and insecure.
- c) Not to use the connection after your stay and to delete the WiFi password and connection from your devices.
- d) For protection of your own services, you should also delete your personal login details from any devices in the cottage.