

## Booking Terms and Conditions

These booking term and conditions (hereafter referred to as the Rental Agreement and Cancellation Policy) are between David and Helena Ellis owners of Marmaduke Cottage, a self-catering cottage.Sancton.East Yorkshire.

Any booking is subject to the conditions below. This rental Agreement and Cancellation Policy form the basis of your contract with us. Please read them carefully.

Your statutory rights are not affected by this agreement or cancelation policy.

### Booking

We do not reserve dates, therefore to book you must complete our booking form, we will then send an initial quote by email to you.

If the quote stipulates that you pay an initial deposit followed by the balance payment you must make both payments within the periods specified. If you are booking the cottage within 40 days of the holiday start date, then you must make a payment in full. You must pay the full amount by the due date. The quote will include a security deposit this must be paid in full for confirmation of the booking.

Once the deposit or full payment has been received, you will receive an email confirming the booking, by signing the booking form you accept the terms and conditions of booking.

Please check carefully the details of your booking before making payment.

### Paying for your Booking

Payment is by bank transfer.

If you have only paid a deposit the balance must be paid in full including the security deposit 40 days prior to your arrival date. Failure to pay as per terms and conditions we may treat your booking as cancelled by you.

Your security deposit will be returned to you by bank transfer following the return of the keys, less any deductions in accordance with the conditions outlined in Your Obligations.

### Amend or cancel Booking

We are unable to accept any request for refunds or changes to your holiday under any circumstances. Therefore it is vital to ensure you have sufficient holiday insurance cover. If you are unable to take your holiday please inform us by email immediately, so we can provide you with written evidence to enable you to make a claim on your holiday insurance. Under no circumstances will we allow you to resell your rental.

If we cancel your booking, we would not expect to make changes to your booking but sometimes problems occur and we have to make alterations or cancel a booking.

If this happens, we will contact you as soon as reasonably practical and inform you of the cancellation or change to your booking. If we 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, travel fees, entertainment, activities or insurance)

### The Cottage

Arrival time at the cottage is 5PM on the arrival date for your holiday and you must leave by no later than 9.30AM on the departure date. These times will be advised by email. These times can change at any time due to certain circumstances.

We ask that an arrival time is given a day prior to arriving as we always meet guests, however if we are not advised of your delay in arrival you may not be able to enter the property until we arrive.

In the unlikely event of an appliance breaking down please advise us immediately. However should we be unable to resolve the issue immediately or during your stay, we will be under no obligation to provide alternatives or to offer a discount or compensation.

### As guests your obligations

You agree to comply with the regulations set out in our property manual provided at the cottage, and any other regulations specified by us from time to time. Please ensure they are all observed at all times by all members of your party.

You agree to keep and leave the property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition. You also agree to inspect the property and report any problems within 12 hours of arrival.

You agree to not cause or allow any damage to the walls, doors, windows or any other part of the cottage, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or any other occupier of adjoining property or neighbouring properties. This includes parties, loud music or anti-social behaviour.

You agree to take all necessary steps to safeguard our property, as well as your own.

You agree to pay the security deposit which will be included in the price of your booking. The amount is identified to you at the time of booking. This security Deposit will be used to cover but isn't limited to the cost of any damage, loss, breakages, and breaches of security brought about by your negligence. This includes additional cleaning and unauthorised late checkout causing addition costs.

Your liability will not end with this Security Deposit amount and that you agree to pay, on request any monies required over and above the security deposit amount, which will be charged at our discretion at the full cost of replacement including fitting and delivery.

You agree to inform the owners of any damage, loss breakages, and breaches of security or other reputable incident as soon as it occurs. If there is nothing to declare your security deposit will be returned.

You agree to ensure that each member of your group is covered by comprehensive travel insurance, which includes cancellation, flight delays, loss and damage to baggage and property, health insurance which must include evacuation and repatriation cover.

You agree that you cannot allow more people to stay in the property or visit than expressly authorised, nor can you change the makeup of the party during the stay in the property. You cannot sublet any part of the property, or take any pet into the property. If you do so we can refuse to hand over the property to you or you can be asked to leave.

You agree to allow us access to the property, or our representatives at any reasonable time during your stay for the purpose of essential repairs or emergency.

You agree to provide the full names and address of the person making the booking and full names of all members of the holiday guests including ages of those under 18.

You must provide the nationality of all members of the holiday party including their passport number if they are from outside the UK.

**YOU AGREE TO ENSURE THE SECURITY OF THE PROPERTY AT ALL TIMES.**

You must ensure that no smoking, including any type of E-cigarettes takes place in the property.

**YOU AGREE THAT CHARGING OF ELECTRIC CARS USING ANY SOCKET IN THE COTTAGE IS PROHIBITED DUE TO SAFETY AND INSURANCE.** This will cause serious damage and may cause a fire.

You must ensure no naked flames are used in any part of the property.

You agree that nothing can be burnt in the fire place and under no circumstance can a fire be lit.

No illegal or anti-social Activity is undertaken in any part of the property this includes the use of the internet or hosting parties.

You agree not to travel to the cottage if you or any member of your party has symptoms of a contagious disease/virus.

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.

We will treat this as a cancellation of your booking by you and we shall be under no obligation to refund you for fees already paid to us. We may also refuse to refund the security deposit to cover extra cleaning and cancellation of next booking.

### Complaints

While we make every effort to ensure that your stay is enjoyable, however if you have cause for complaint it is important that we deal with your complaint as soon as possible.

It is essential that you contact us if any problem arises; it is extremely difficult to resolve difficulties properly unless we are notified.

If after discussion during your stay, your complaint is still outstanding you must write to us with full details within 7 days of your stay, providing as much information as possible 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.

### Liability

Our maximum liability for losses you suffer as a result of us acting in breach of the terms and conditions outlined within this agreement is strictly limited to the total fees you have paid for the booking. We shall not be liable for any losses which is 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 of your booking is confirmed by us

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.

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

We are not liable for any bookings which are curtailed for any reason

We reserve the right to take appropriate legal action to recover any costs associated with non-payment of monies requested in relation to breaches of any of the conditions in this document.

You may not transfer your booking or rights and responsibility under this rental to any other person or persons.