

1. BOOKINGS AND PAYMENT

1.1 When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email. This confirmation will be sent once the booking form and the £150 Deposit have been received.

1.2 The balance due must be paid no later than twenty-eight days (28) prior to the commencement of the holiday (we shall endeavour to inform the Holidaymaker of the due date at the time of the Booking).

1.3 Where we do not receive the balance by the due date, an overdue reminder email will be issued. If the balance is not received within two (2) days of that reminder we reserve the right to treat the Booking as cancelled by the Holidaymaker and clause 3 shall apply and the Holidaymaker shall have no claim against us for compensation or reimbursement whatsoever.

1.4 The prices stated on the website are cash prices in pounds sterling. Any charges raised against the Property Owner by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to us within seven (7) days of a request to do so.

1.5 All payments must be made in pounds sterling.

2. BOOKING DETAILS

Please check the details of the holiday confirmation carefully upon receipt and notify us of any errors as soon as possible and in any event within seven (7) days.

3. CANCELLATION BY THE HOLIDAYMAKER

The Holidaymaker should notify us immediately in writing if he/she wishes to cancel the Booking. The cancellation only takes effect when we have received written confirmation from the Holidaymaker.

A refund will depend on the amount of notice you give before the holiday start date.

If Section 4 (below) applies you will be entitled to a full refund of the accommodation costs. In all other circumstances, the refund will be calculated as follows:

21 days or less days' notice - No refund due

22 to 28 days' notice – 10% of the total accommodation costs

More than 28 days' notice – your liability to pay the balance will be waived, however, the Deposit will not be refunded.

For avoidance of doubt the Deposit is non-refundable in all circumstances when you cancel a holiday, unless Section 4 applies.

Where a refund is due we will aim to return the applicable amount within 10 working days of cancellation.

4. OTHER CANCELLATIONS

4.1) If the Holidaymaker has paid any money in respect of Kipper Cottage and the property subsequently becomes unavailable, we shall make a refund to the Holidaymaker of all monies paid.

4.2) However, we would not be liable for any costs associated with alternative accommodation, which must be paid by the Holidaymaker.

5. ACCURACY OF DESCRIPTIONS

5.1) To the best of our knowledge the details relating to Kipper Cottage are correct.

5.2) If we become aware of any material inaccuracies in any published description of the Property or material changes to the Property, we shall endeavour to correct them and inform the Holidaymaker. We may, in absolute discretion, offer the Holidaymaker the option to treat the change as a Cancellation Event and clause 4 shall apply accordingly.

5.3) We cannot accept responsibility for any changes or closures to area amenities or attractions.

6. INSURANCE

To minimise the financial risks associated with going on holiday it is strongly recommended that the Holidaymaker arranges travel insurance that matches their needs when booking the holiday.

7. RESPONSIBILITIES OF THE HOLIDAYMAKER

7.1) During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes:

7.1.1) that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation; 7.1.2) that the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party; 7.1.3) to show due consideration to other parties including third parties, such as neighbours.

7.1.4) to allow the Property Owner or his representative access to the Property at any reasonable time during the period of the holiday for example to undertake repairs;

7.1.5) to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. We do reserve the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss;

7.1.6) to report as soon as possible to us (or his representative) any breakages or damage caused by the Holidaymaker during the holiday and to reimburse us with the cost of replacement. We do reserve the right to make a claim against the

Holidaymaker for repair or loss as a result of damage caused;

7.1.7) to **arrive after 4 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure;**

7.1.8) not (without the express permission of the Property Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property; and

7.1.9) to notify all other members of the Holidaymaker's party of these undertakings.

7.1.10) Any guest under the age of 16 is not to be left unaccompanied in the properties.

7.1.11) There is no facility for charging electric vehicles on site.

7.2) In the event of a breach of any of the undertakings set out in clause 7.1 we may refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

8. LIABILITY

8.1) The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings are left at the Property entirely at their own risk.

8.2) We shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at Kipper Cottage except to the extent such loss, damage or injury is caused by the negligence or wilful default by us.

8.3) No representative or agent of the property owner has authority to:

8.3.1) vary, amend or waive any of these Booking Conditions and no amendment or addition to any of these Booking Conditions shall be deemed to have been accepted unless made in writing by the Property Owner or their agent.

9. COMMUNICATION AND INFORMATION

9.1) For the purpose of the Data Protection Act 1998, all personal and other information and details collected by the Property Owner in the course of its business, belong to the Property Owner and will not be disclosed to any third party.

10. COMPLAINTS

10.1) In the unlikely event the Holidaymaker may have cause for dissatisfaction, the Holidaymaker should contact us as soon as possible.

10.2) This clause 10 is without prejudice to any cause of action the Holidaymaker may have against the Property Owner.

11. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by the Property Owner, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Property Owner or his agent are prevented or affected, by any event which the Property Owner or his agent could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions closure of international borders, disease, none availability of transport services, interruption to services/utilities and all similar events outside the control of the Property Owner or his agent.

Third-Party Bookings to Kipper Cottage:

For bookings made through an online booking platform, guests will need to contact the booking site and refer to their terms and conditions regarding refunds and cancellation fees.

12. LAW AND JURISDICTION

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.

8th May 2025