

BOOKING TERMS AND CONDITIONS FOR LOW STEADS HOLIDAY COTTAGES

Please note – 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.

RENTAL

1. These are the terms and conditions on which the owners of Low Steads Holiday Cottages (referred to as “Us” or “We”) and the person making the booking (“You”) contract for a short-term holiday rental (the “Contract”).
2. We may change these terms and conditions from time to time, including without limitation to reflect changes in relevant laws and regulatory requirements. If We do so We will notify You before the changes take effect.
3. Bookings are confirmed, and this Contract takes effect, after We have received and processed a deposit of £150 per property per week from You.
4. You must be at least 18 years of age at the time of booking, and the booking form must include your name, address, contact details and age. The booking form must also include the names and ages of each person in your booking party.
5. This Contract is between You and Us, and no other person shall have any rights to enforce any of its terms.
6. You are responsible for ensuring that all members of your booking party and any day visitors comply with this Contract, and you will be liable if they fail to do so.
7. If your booking party includes children, or other people who are normally closely supervised, there must be sufficient capable and responsible adults to provide adequate supervision for the booking party and each member of it.
8. We aim to ensure that our properties are as accessible as reasonably possible so it is important that we are fully apprised of any needs, requirements and conditions prior to any booking being concluded.
9. In order to preserve our family environment, we do not permit “stag/hen” parties.
10. You may not, under any circumstances, transfer your booking to anyone without our prior written consent. We will not consent to a transfer where the person or party concerned does not meet our requirements.
11. All personal information We collect and hold about You and members of your booking party will be used in accordance with our privacy notice, available on our website.

12. If We do not insist immediately that You do anything that You are required to do under this Contract, or if We delay in taking steps against You in respect of your breaching this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.
13. We use SuperControl to manage our online booking process. We have a written contract with SuperControl to ensure that they will process your data on our behalf in compliance with all applicable data protection laws.
14. This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, is governed by, and construed in accordance with the law of England and Wales.
15. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
16. Should any part of this Contract be deemed by law to be void, the remainder of this Contract will, if capable, continue in full force and effect.

PAYMENT

17. The rental price for your property (the "Rental Charge") will be confirmed when you make your booking.
18. You must pay a deposit of £150 per cottage per week when you make your booking (the "Deposit"), unless the booking is made within six weeks of the booking start date in which case the Rental Charge must be paid in full on booking.
19. The balance of the Rental Charge will be due for payment six weeks before the start of your booking. We will send you a reminder when the balance is due, and the balance must be paid within three days of date on which we send the reminder. We reserve the right to cancel a booking where payment of the balance is late.
20. Payment can be made by cheque or bank transfer.
21. By booking You agree that We have the right either during or after your stay to recover from You the costs of:
 - a. Any property damage;
 - b. Any compensation we may pay to others; and
 - c. Any other costs, fees or levies which We may incur, result from your or any member of your booking party's actions or inactions and from any breach of this Contract.
22. If We issue you with a refund, we will return your money in the same way you made your original payment less any non-refundable amounts.

CANCELLATION

23. **Travel Insurance.** As the person making the booking, it is your responsibility to acquire suitable travel insurance to cover your stay, including Cancellation and Curtailment Protection Insurance. We strongly recommend that you take out suitable insurance to cover you for the possible cancellation of your trip.

Cancellation by You of bookings placed and confirmed on or after 1st April 2021

24. **Notice.** If You wish to cancel your booking, You must give Us notice in writing (which includes email).

25. **National Lockdown** – In the event of a national lockdown that coincides with your booking, where you are unable to travel legally, and we are prevented from opening, You will receive a full refund.

26. **Regional/Local Lockdown** – In the event that the address given on the booking form is put into a local/regional lockdown, rendering You unable to travel legally, and the period of restriction covers the period of your booking, You will receive a full refund. Please note that this applies only to the address given on the booking by the You, and does not apply if another member of your booking party from a different address is unable to travel due to a local/regional lockdown.

27. **Your inability (or the inability of any, some or all of your booking party) or disinclination to travel to and stay at your hired property for any reason.** This includes, but is not limited to:

- a. illness (including Covid);
- b. a requirement or recommendation to self-isolate or quarantine;
- c. a call to jury duty;
- d. incarceration;
- e. a change in personal or work circumstances;
- f. family emergencies;
- g. travel delays;
- h. vehicle breakdown; and
- i. delays with public transport.

The above are at your risk and do not give rise to a right to cancel or to receive a refund unless We are able re-let the property. You are strongly recommended to take out UK travel insurance to cover these eventualities. If You choose not to take out such insurance then You accept responsibility for any loss that You may incur due to your cancellation.

28. From six weeks before your booking starts you are responsible for the full Rental Charge and we cannot refund unless we re-let the property. We will use reasonable endeavours to re-let a property if you cancel within the six weeks. If we re-let the property we will refund you the rebooking value (which might be less than the amount you paid) up to the full amount you paid.

29. **Refunds.** All refunds will be subject to deduction of a non-refundable administration fee of £25 to cover our costs and third party costs related to the cancellation and remarketing (these costs include our administration costs, re-marketing costs, bank fees, and accounting fees).
30. **Cancellations made in writing (including email) more than six weeks before the start of Your booking.** You will receive a refund of your deposit payment (less the £25 administration fee) within three working days of the cancellation being made.
31. **Cancellations made in writing (including email) less than six weeks out.** You will receive a refund of all or part of the sum you have paid, depending on the value of a replacement booking, less the £25 administration fee, within three working days of the confirmation of the rebooking date (as the refund amount will depend on the rebooking value).
32. **Part Cancellations.** If any person(s) in your booking party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

Cancellation by You of bookings placed and confirmed before 1st April 2021

33. **Notice.** If You wish to cancel your booking, You must give Us notice in writing (which includes email).
34. If You cancel before the date the balance of the Rental Charge is due (i.e. more than four weeks before the start of your booking), and We are able to re-let the property, We will refund You the Deposit. You will be reimbursed when the new deposit payment is made for the re-let property. If We are unable to re-let you remain responsible for the Deposit and there will be no refund. From four weeks before your booking starts, You remain responsible for the full Rental Charge and there will be no refund unless We are able to re-let the property, in which case You will receive a refund within three working days of the confirmation of the rebooking date

Cancellation by Us

35. **Notice.** If We have to cancel your booking, We will give You notice in writing (which includes email).
36. We have the right to cancel your booking, or to instruct You, your booking party or any member of it, to vacate the property and depart our site immediately, without compensation or refund, should you or any member of your booking party fail to comply with this Contract, particularly the terms relating to behaviour and conduct.
37. Subject to clause 35, if We have to cancel your booking for any reason, including events beyond our control, which may hinder or prevent the performance by us of the Contract, You will be refunded in full. We cannot accept any liability for any injury, loss or damage

that You or a member of your booking party suffers because of events beyond our control. Events beyond our control include, but are not limited to, fire, flood, explosion, storms or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, epidemics and pandemics, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and unavoidable technical problems with transport.

TERMS OF USE

38. You may access the property from 15.00 on the first day of Your booking. If You wish to access the property earlier You must agree that with Us in advance. You must vacate the property and depart by 10.00 on the final day of Your booking. If You wish to vacate the property and depart at a later time You must agree that with Us in advance.
39. You must not use the property except for the purpose of a holiday during the booking period, and not for any other purpose or longer period.
40. Your booking will not give rise to any tenancy agreement between us. The agreement to stay in the property for the booking period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the booking period.
41. Under no circumstances may more than the maximum number of persons stated in the brochure and on the website occupy the property, unless with Our prior agreement. We reserve the right to refuse admittance to the property and to cancel Your booking if this condition is not observed.
42. You must not use the property or the site for any illegal, dangerous, offensive, noxious, anti-social or noisy activities, or behave in a way that may be a nuisance or annoyance to Us, other guests or Our neighbours. Low Steads is a peaceful location, and we ask that you respect that and our other guests. As such, the playing of music, singing or other excessive noise that can be heard outside of your property after 9pm is not permitted.
43. Smoking (including e-cigarettes and vaping) is not allowed in any of our properties. If you wish to smoke outside, you must not discard cigarette butts in the garden or grounds.
44. We currently have no electric vehicle charging facilities, and You must not charge, or attempt to charge, an electric vehicle while on site without our prior written consent.
45. Wireless internet access is provided for guest's reasonable and lawful usage. Said access is not guaranteed, and is provided subject to third party terms and conditions which are available when accessing the system. The facility is not subject to any particular security, only has limited filtering measures and requires continuous parental supervision when used by children. We reserve the right to disclose your name and address to our internet service provider if We discover that You or a member of your booking party illegally downloaded content from the internet or otherwise engaged in unlawful activity whilst using this facility.

46. You are required to follow any safety advice provided to you. The use of fireworks, sparklers, paper lanterns or similar items is not permitted under any circumstances.
47. No shotgun, knife, firearm, air weapon, archery equipment, illegal substances or similar item may be brought onto our site or into one of our properties under any circumstances by You or anyone in your booking party.

LIABILITY

48. We do not exclude or limit in any way our liability to You where it would be unlawful to do so.
49. If We breach this Contract we are responsible for the loss or damage You suffer that is a foreseeable result of our breach, but we are not responsible for any loss or damage that is not foreseeable.
50. Your personal belongings, and those of your booking party, are your responsibility during your stay with Us. Neither We, nor our employees and representatives shall be liable to You or any member of your booking party for loss or damage to property howsoever arising unless demonstrably caused by our negligence or wilful misconduct or that of those for whom we are legally responsible. You must take all necessary steps to safeguard yourselves and your property.
51. Your vehicles and their contents are left at your own risk.
52. You must lock all doors and windows when you leave the property.
53. In all cases, except personal injury or death, our liability to You for the total of all claims arising out of your booking with Us is limited to the cost of your booking.

THIRD PARTY SERVICES

54. If You wish to engage a third party to perform services (including by way of example private catering, beauty therapy, childminding or entertainment services) at the site or the property You must obtain our written permission. Such permission should be requested in advance of your stay with details of the entity You intend to use to perform the service, the service to be performed and details of their public and employer's liability insurance. Our permission will only be given where We and our insurers are happy that the appropriate risks have been covered.
55. If You engage a third party to perform services at the site or the property You shall be liable for the acts and omissions of said third party as if they were your own.
56. We will not accept any liability for the services provided (or failure to provide such services) by any third party supplier or business used by You during the course of your stay (regardless of whether they are recommended or referred by Us). This will not apply where we have been negligent or dishonest in this regard.

CARE OF THE PROPERTY

57. You are responsible for the property during the booking period and must take all reasonable care of the furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the booking period as at the beginning.
58. On departure, you must leave the property in a clean and tidy condition. This includes washing up and placing rubbish in bin liners and putting it in the outside bins.

DAMAGES & BREAKAGES

59. You are legally bound to reimburse Us for replacement, repair or extra cleaning costs on demand.
60. If You lose a key You must notify Us, and pay for the cutting of a new one.

RIGHT OF ENTRY

61. We have the right to enter the property at any time for any reasonable purpose, for example inspection, repairs, and maintenance. Your occupation is not exclusive.

CAN WE HELP?

62. If You believe that You have cause for complaint, it is essential that You contact Us immediately to give Us the chance to resolve the issue. We value your custom, and want You to return. We are on site, and will do our best to resolve any problem.
63. Please note that We are not responsible for any matter of which You were aware and which You did not bring to our attention during your booking period. Any reported matter which has not been resolved during your booking period should be advised to Us in writing within 28 days of the end of your booking period. In such cases, We will only correspond with You. We will not enter into further correspondence on any matter resolved during your break and accepted as such by You.

PETS

64. We only allow well behaved dogs, and only when have they been booked in. No other pets are permitted. We allow a maximum of two dogs per property unless otherwise agreed in writing prior to arrival.
65. In order to maintain our property to a standard that everyone can enjoy, guests bringing a dog or dogs must abide by the following dog rules:
- a. Unless the dog(s) are kept in a crate, they must not be left unattended in the property.
 - b. Dogs must be up to date with their vaccinations.
 - c. Dogs are not allowed onto beds. If You choose to allow your dog onto the sofa or chairs, You must bring and use a rug or throw to protect the furniture.
 - d. Dogs must be house trained, and You are responsible for cleaning up after them inside and outside.

e. Excessive barking is unacceptable, and dogs must be kept under control especially around the farm animals.

66. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog, and for the cost of any extra cleaning required (usually at least £50). We reserve the right to seek details of dogs in advance and to refuse or revoke permission for them to be brought onto the site or into the property, without refund or compensation, if We feel they are unsuitable in character, size or behaviour.