

Booking Terms and Conditions

These booking term and conditions (hereafter referred to as the "Rental Agreement" and "Cancellation Policy") are between Nichola and David Greenwood, owners of The Castle House self catering cottage ("we", "us" and "our") and the holidaymaker(s) who book The Castle House (the "Property"). References to "you" or "your" are references to the person making the booking ("Booking") and all members of the holiday party.

Any Booking is subject to the conditions below. This Rental Agreement and Cancellation Policy form the basis of your contract with us so please read them carefully. Nothing in this Rental Agreement or Cancellation Policy affects your normal statutory rights.

1. Making your booking

- 1.1 We do not reserve dates, therefore, to book the Property with us you should make the payment specified on the booking form, online reservation form, or any initial quote we email to you (the "Quote"). If the Quote stipulates that you pay an initial deposit (the "Deposit") followed by a balance payment (the "Balance"), you must make both payments within the time periods specified. If you are booking the Property within 42 days of the holiday start date, then you must make a payment in full. You must pay the full amount by the due date. If the Quote includes a Security Deposit (the "Security Deposit"), you must make this payment within the time period specified.
- 1.2 Once the Deposit or full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to this Rental Agreement and Cancellation Policy, until then, the requested dates will be available to other guests.
- 1.3 You should carefully check the details of your Booking before making a payment, as well as the confirmation email and inform us immediately of any errors or omissions.

2. Paying for your booking

- 2.1 We accept payment by Bank Transfer (Transfer) and Credit/Debit card. This payment is processed by a company called Stripe, on our behalf.
- 2.2 Where you have only paid a Deposit, you are required to send to us your payment for the Balance and Security Deposit 42 days prior to the arrival date specified in your Quote (the "Arrival Date"). If you fail to make a payment due to us in full and on time, we may treat your Booking as cancelled by you. Therefore, it is vital that you factor in public and bank holidays if paying by Bank Transfer.
- 2.3 We will return the Security Deposit to you following the return of the keys to us, less any deductions in accordance with the conditions outlined in the 'Your obligations', 'Additional obligations when staying with your Dog(s)' and 'Additional obligations when using the Electric Vehicle (EV) Charging Unit' sections of this Rental Agreement. Any Other Fee(s) described in the Quote are non-refundable.

3. If you need to amend or cancel your Booking

- 3.1 We are unable to accept any request for refunds or changes to your holiday under any circumstances. Therefore, it is vital to ensure that you have sufficient holiday insurance cover.

- 3.2 Should you find that you are unable to take the holiday that you have booked, please inform us by email immediately, so that we can provide you with any written evidence required to enable you to make a claim against your holiday insurance.

Please also refer to the cancellation policy (“Cancellation Policy”).

4. If we cancel or amend your booking

- 4.1 We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally, cancel bookings.
- 4.2 If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the 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, fees for travel, entertainment, activities or insurance).

5. The Property

- 5.1 You can arrive at the Property after 1700 hours on the Arrival Date for your holiday and you must leave by no later than 0900 hours on the departure date we give you. These times will also be advised by email. These times are also subject to change at any time.
- 5.2 If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation, so that alternative arrangements can be made, if necessary. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival, we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us.
- 5.3 In the unlikely event of an appliance breaking down (including TVs & wi-fi signals), please report this immediately. We will undertake to have the matter rectified as soon as possible, however, should we be unable to resolve the issue immediately or during your stay (i.e. a part may need to be ordered), we will be under no obligation to provide alternatives or to offer discounts or compensation.
- 5.4 We are happy to welcome up to 4 dogs (size & age dependent), more by negotiation. We currently do not charge an additional fee for accepting dogs but reserve the right to request one, if we deem it necessary.
- 5.5 Whilst our rear garden is enclosed, we do not guarantee it to be secure.
- 5.6 The private parking area, located to the front of the Property, is only for use during the period covered by your Booking. On check out, you are required to remove your vehicle.
- 5.7 No caravan, camper or similar item, which can be used as overnight accommodation, is permitted to use the parking area.
- 5.8 Tents or any similar item, which can be used as overnight accommodation are not permitted anywhere on our property.
- 5.9 During the Autumn and Winter months especially, we may leave bird feeders hanging in our rear garden area. These bird feeders may contain various food items, including peanuts. Therefore, we cannot guarantee that any part of our property is nut free.

See also our Cancellation Policy.

6. Your obligations

- 6.1 You agree to comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed at all times, by all members of your party.
- 6.2 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.
- 6.3 You agree to not cause or allow any damage to the walls, doors, windows or any other part of the Property, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. This includes parties, loud music, excessive dog barking, or anti-social behaviour.
- 6.4 You agree to take all necessary steps to safeguard our property, as well as your own personal property.
- 6.5 You agree to pay the Security Deposit, which will be included in the price of your booking. The amount of this will be identified to you at the time the booking is made. This Security Deposit will be used to cover but isn't limited to, the cost of any damage, loss, breakages, breaches of security brought about by your negligence, any unauthorised late check out or any additional cleaning, which may be necessary after your stay, including the removal of any dog faeces or excessive amounts of fur.
- 6.6 You agree that your liability will not end with this Security Deposit amount and that you further 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 of any damaged items, including any fitting and delivery.
- 6.7 You agree to inform the owners of any damage, loss, breakages, breaches of security or other reportable incident as soon as they occur. If there is nothing to declare, your Security Deposit will be returned.
- 6.8 You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
- 6.9 You agree that you cannot allow more people to stay in the Property than expressly authorised, nor can you change the makeup of the party during your stay in the Property. You also agree not to sub-let any part of the property; if you do so, we can refuse to hand over the Property to you, or can require you or any sub-let parties to leave it.
- 6.10 You agree to allow us, or any representative of ours, access to the Property at any reasonable time during your stay for the purpose of essential repairs, or in an emergency.
- 6.11 You agree to provide the full name, address and email address details of the person making the Booking, along with the full name(s) of all members of the holiday party, including their age if under 18.
- 6.12 You agree to provide the nationality of all members of the holiday party, including their Passport number if they are from outside of the UK.

- 6.13 Entry details for the Property will be sent via an SMS (text) message on the Arrival Date for your holiday, therefore, you agree to provide a valid mobile telephone number for this purpose and to advise of any changes to this.
- 6.14 You agree to ensure the security of the Property is maintained at all times and that any codes provided to you, are not communicated to persons outside of your party.
- 6.15 You must ensure that no smoking, including any type of e-cigarettes, takes place in any part of the Property.
- 6.16 You must ensure that no naked flames (including sparklers) are used in any part of the Property.
- 6.17 You must ensure that no illegal or anti-social activity is undertaken in any part of the Property, this includes the use of the internet or the hosting of parties.
- 6.18 You agree to our quiet times from 2230 to 0800 as a consideration for our neighbours.
- 6.19 You agree not to travel to our property if you, or any member of your party, has symptoms of a contagious disease/virus.
- 6.20 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.

7. Additional Obligations if staying with your Dog(s)

As well as the above, if you're staying with us with your dog(s), the following will also apply.

- 7.1 No dogs allowed upstairs at any time during your stay. A stair gate is provided to assist.
- 7.2 You agree to ensure our outdoor environment stays a pleasant space for yourselves, as well as our neighbours.
- 7.3 You agree to clean up any areas of fouling by your dog, up to and including the hosing of the patio area, where necessary. An outside tap and hose have been provided for this purpose.
- 7.4 No dogs are to be left within the property on their own at any time. This is distressing for the animal and is likely to cause noise and unacceptable disturbance to our neighbours.
- 7.5 No dogs are permitted under the age of 1 year, unless they are Guide Dogs in training (proof will be required).
- 7.6 No dogs to be allowed on the furniture unless a throw is used. Throws will be provided but please feel free to bring your own.
- 7.7 You agree not to allow more dogs to stay in the Property than expressly authorised.
- 7.8 You agree to provide details of the numbers, breed and age of every dog in your party.
- 7.9 You agree to ensure your dog(s) are up to date on any worming/flea/tick treatments.
- 7.10 Dogs with contagious conditions such as kennel cough etc must not, under any circumstances be brought to the Property, for the protection of our neighbours' and other guests' pets.

- 7.11 You agree to ensure that any dog bones or chews that your dog has enjoyed whilst with us, are removed at the end of your stay, in case the next dogs to stay are possessive over finds, or even allergic to them.
- 7.12 We will treat any breach of these obligations as a cancellation of the Booking by you and we shall be under no obligation to refund you for fees already paid to us. We may also refuse to hand over the Property to you; or require you to leave it.

8. Additional obligations when using the Electric Vehicle Charging Unit (EVCU)

- 8.1 You are using the EVCU at your own risk, no liability will be accepted for any damage or loss, howsoever caused.
- 8.2 Before use, you agree to read and follow the instructions; these can be found in the House Manual. If they have been removed, please request a copy before using the EVCU.
- 8.3 We are providing this EVCU for use only whilst you are a guest in our holiday cottage. To encourage its use, we are currently providing it free of charge, based on fair usage. However, we reserve the right to charge a fee, if we deem it necessary. We class fair usage to be a cost of less than £10 per stay.
- 8.4 You agree to pay for any excessive use of the EVCU at a rate not less than £20 per charge.
- 8.5 You agree to ensure that the isolator switch in the under-stairs cupboard is turned off after every use. Failure to do so may lead to unauthorised use. Any unauthorised use, deemed to have been caused by your failure to switch the isolator off, will be claimed from your security deposit or requested afterwards, if already refunded. This unauthorised usage fee will be not less than £40 per charge.
- 8.6 You must ensure that any charging cables and equipment are damage free and suitable for our type of EVCU.
- 8.7 Do not use if the EVCU looks damaged. You must also report any damage immediately.
- 8.8 Do not allow children or people with limited capacity use the EVCU.

9. Complaints

- 9.1 Every effort has been made to ensure that you have an enjoyable and memorable holiday. However, if you have any cause for complaint, it is important that remedial action is taken as soon as possible.
- 9.2 It is essential that you contact us if any problem arises, so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding the preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.
- 9.3 If, after discussion during your stay, your complaint is still outstanding, you must write to us with full details within 7 days of the end of it, providing as much information 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.

10. Our liability

- 10.1 Our maximum liability for losses you suffer as a result of us acting in breach of the terms and conditions outlined within this Rental Agreement is strictly limited to the total fees you have paid for the Booking.
- 10.2 We shall not be liable for any losses which are 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 your Booking is confirmed by us.
- 10.3 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.
- 10.4 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.
- 10.5 We shall not be liable for any losses due to Bookings which are curtailed for any reason.
- 10.6 This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

11. Law

- 11.1 The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.
- 11.2 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, especially sections 6.5, 6.6 and 6.7.

12. General

- 12.1 You may not transfer your Booking or any rights and responsibilities under this Rental Agreement to any other person, without our prior written consent. If at any time any part of this Rental Agreement is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.
- 12.2 This Rental Agreement, together with the Quote, the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.

Cancellation Policy

The following sections form the Cancellation Policy, please read through them carefully as they, together with the Rental Agreement, Quote and confirmation email, form part of your Booking.

1. If you cancel your Booking

As outlined in the Rental Agreement, we are unable to accept any request for refunds or changes to your holiday under any circumstances. Therefore, it is vital to ensure that you have sufficient holiday and pet insurance cover.

Should you find that you are unable to take the holiday that you have booked, please inform us by email immediately, so that we can provide you with any written evidence required to enable you to make a claim against your holiday or pet insurance. We will however, refund your Security Deposit, if this has been paid.

2. If we cancel or amend your booking

As outlined in the Rental Agreement, we would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally, cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the 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, fees for travel, entertainment, activities or insurance).

3. Late Payment

As outlined in the Rental Agreement, in cases where you have only paid a Deposit, you are required to send to us your payment for the Balance and Security Deposit 42 days prior to the arrival date specified in your Quote (the "Arrival Date"). If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you. In this case, no refund of monies already paid, will be offered. Therefore, it is vital for you to factor in public and bank holidays.

4. Delays to arrival and checking out

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival, we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us.

You are required to vacate the property no later than 0900 hours at the end of your stay, unless we have agreed, in writing, to an extended check out time in advance. Any unauthorised delays may constitute a breach of the Rental Agreement, which may incur a fee being charged against the Security Deposit. This check out time is subject to change at any time.

5. General

Failure to comply with any of the conditions outlined within the Rental Agreement will be taken as a cancellation of the Booking by you and we shall be under no obligation to refund you for fees already paid to us in those circumstances. Further, we may also refuse to hand over the Property to you, or can require you to leave it.