

## **Terms and Conditions**

**East View Cottage, Townhead, Eyam  
December 2018**

### **General**

This is a legally binding contract between the property owner, Mrs Maureen Andrews and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being East View Holiday Cottage.

### **Bookings**

A booking deposit (non-refundable) is payable immediately in the case of online bookings and within 4 days of a provisional booking being taken via the telephone or email. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, is payable not less than 5 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 5 weeks prior to the arrival date must be paid in full at the time of booking.

### **Hen, Stag or similar Parties**

East View Cottage does not accept bookings for hen, stag or similar parties.

### **Bookings by Minors**

Bookings cannot be accepted from persons under eighteen years of age.

### **Booking Refusal**

We (the owner) reserve the right to refuse a booking without giving any reason.

### **Cancellation by the Holidaymaker**

Cancellation of the booking by the holidaymaker should firstly be made by telephone on 07910 106677 and then in writing and addressed to: **Mrs Maureen Andrews –**  
[info@eyamholidaycottages.co.uk](mailto:info@eyamholidaycottages.co.uk)

In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made.

### **Insurance**

We strongly advise that you take out comprehensive travel insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

### **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

### **Miscellaneous**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

### **Number of Guests**

The maximum number of people entitled to stay at this property is **5**. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub-letting or assignation of the let is prohibited.

### **Pets**

A maximum of **2** dogs are allowed in the property subject to the property owner's agreement. All dogs must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Dogs must not be left unaccompanied in the property at any time and must be restricted to the ground floor and not be allowed on the beds or furniture. The holidaymaker shall be liable for all damage caused by his/her dog or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay.

When a dog is included in the booking a stair gate is fitted to ensure dogs are restricted to the ground floor accommodation only.

**Arrival and Departure Time**

The property will be available from **4pm** on the day of arrival.

The property must be vacated by **10am** on the day of departure.

Late departure may result in an additional charge being made.

Information about keys and how to collect them will be provided once full payment has been received.

**Liability**

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party.

Vehicles and possessions are left entirely at the risk of the holidaymaker.

Children must be supervised at all times.

**Cleaning**

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

**Smoking**

Smoking anywhere inside the cottage will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by smoking will be at your expense.

**Linens**

Bed linen is provided but not cot linen.

Three hand towels are provided (bathroom, kitchen and cloakroom) together with one tea towel.

Bath towels and additional hand towels can be provided, on request, at an additional cost. Please enquire with the owners.

**Parking**

Parking is on the road alongside the cottage and, although this is never a problem, places cannot be guaranteed by the owner.

Additional parking can be found nearby.

**Internet Access**

The internet connection is available (at no extra cost) subject to technical availability.

**Equipment**

The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building.

**Breakages**

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

**Property Keys**

Please note that in the event that any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.

**Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

**Owner Contact Details**

Maureen Andrews

[info@eyamholidaycottages.co.uk](mailto:info@eyamholidaycottages.co.uk)

[mojo3259@gmail.com](mailto:mojo3259@gmail.com)

07910 106677