



WYE VALLEY

## GUEST BOOKING TERMS & CONDITIONS

### The Agreement

All bookings are subject to our "Guest Booking Conditions". A contract is deemed to have been made once the guest has paid a deposit and the owner has despatched a confirmation of booking. The guest must be over 18 years at the time of booking.

### Booking

The person who makes a booking (the guest) will be responsible for all persons included in the booking and should ensure that they are aware of the booking conditions. The owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

The guest agrees to pay the balance of the payment SIX (6) weeks before the holiday is due to start. E-mail reminders are sent, but delivery cannot be guaranteed. Where a guest fails to pay their balance by the due date the booking will be cancelled and the deposit retained.

### Payment

For bookings made more than 8 weeks before arrival, a deposit of 25% of the total cost of the holiday, is required. The balance is due 6 weeks before the holiday commences. For bookings made less than 8 weeks before arrival, the total amount is payable in full on booking.

### Number of people using Spring Cottage

The owner permits the guest and members of the guest's party (but no one else) to occupy the property for holiday purposes only. No more than four people may occupy the property unless by prior written agreement with the owner. Extra charges may be applicable.

### Cleaning

Guests are responsible for leaving the accommodation in good order and in a clean condition; otherwise a cleaning charge will be levied. Please note that the convention for UK Holiday cottages differs from hotels and other countries in that guests are expected to leave the property in a similar state to which they find it (reasonable cleaning excepted). Please abide by this convention so we can continue to provide good value for guests.

### Arrival / Departure

Spring Cottage is available for occupation from 4.00 pm on the first day of the booking and must be vacated by 10.30 am on the last day.

### Cancellation or Changes by the Guest

Once the holiday is booked the guest has entered into a legally binding contract. If the guest cancels, for whatever reason (including weather and medical related) then no refund of the deposit will be due, and within 6 weeks of your holiday no refund of the full balance is due. A holiday cancellation protection plan should be taken out to cover forced cancellations.

Cancellations must be notified in writing (including by email) to the agent and the owner immediately. The owner will endeavour to re-let the property and if successful may at their discretion allow the guest to transfer to alternate dates for a £20 administration fee plus any other expenses incurred in re-letting. The expenses incurred in re-letting will be at the discretion of the owner.

### **Cancellation Insurance**

We recommend and expect that the guest will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

### **Pets**

The guest may only bring such pets as are mentioned by the guest at the time of booking. Pets must be well-behaved and should not be left unattended in the property. They are not permitted in the bedrooms or on any furniture in the property. If damage or extra cleaning is required as a result of the guests' pets then an additional cleaning charge may be levied. No garden is guaranteed as secure for dogs even if described as private or enclosed.

### **Other Conditions**

- The supervision of children, babies, dogs and any adults requiring care remains the responsibility of the guest at all times.
- Guests agree to inform owners of any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. The owner may ask for reasonable replacement costs.
- Smoking is not permitted in the house or in the conservatory.
- Guests should not cause nuisance or annoyance to occupants of nearby property.
- Guests should allow reasonable access to the property by the owner for maintenance given reasonable notice.
- If, in the opinion of the owner, any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the owner as discharged and the owner may repossess the property immediately. The guest will remain liable for the whole cost of rental and no refund shall be due.

### **Complaint's Procedure**

No complaints can be considered unless notified during the guest's stay in the property. It is the duty of guests to minimise any loss to them and therefore it is their responsibility to inform the owner at the earliest possible opportunity of any problem. Complaints received after departure cannot be accepted as owners have no opportunity to resolve the complaint at the time.

### **Liability**

The owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services or exceptional weather.

No responsibility is accepted for loss or damage of property (including pets), vehicles or vehicle contents belonging to the guest or any member of the party during their occupancy.

### **Cancellation by the Owner**

The owner reserves the right to refuse any booking and to cancel any bookings already made if the property is unavailable (e.g. through fire, flood, etc.) for any reason whatsoever, subject to a full refund of all monies paid (but no further liability).

### **Force Majeure**

The owner cannot accept responsibility or liability for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, or any other event outside our control.

## Waiver

The failure of the owner to enforce or exercise, at any time or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

*Updated 19th October 2019*