

Guest Terms and Conditions – Boating Cottage

In these booking conditions, 'you' and 'your' means all people who are guests of Boating Cottage as a result of your booking. 'We' 'us' and 'our' means Glenda and Steve Hunter.

Before booking with us, please read these booking conditions carefully.

The Guest who makes the booking is deemed to have agreed to these terms and conditions and will be responsible for all persons included in the booking and should ensure that they are aware of these Terms and Conditions.

Boating Cottage is offered for the sole purpose of holiday accommodation and on booking you accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act of 1977.

The supervision of children, babies and any adults requiring care remains the responsibility of the guest at all times.

1. Making your booking

All bookings depend on the property being available. You, as the person in charge of the party ("the party leader" must be at least 18 years old at the time of the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all members of the party agree that the booking will be governed by these booking conditions. You, as the party leader, are responsible for making all payments due to us.

As long as the property is available and we have received all the relevant payments from you, we will send a confirmation email. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking – your binding contract with us will begin once this confirmation has been sent. It is your responsibility to check your emails regularly and to inform us if you change your email address.

We have the right to refuse any booking before we send you email confirmation. If we do this, we will send an email to tell you and we will promptly refund any money you have paid to us. In this case, we will not have any legal responsibility to you.

As soon as you receive your confirmation email, you must check the details carefully. If anything is not correct, you should tell us immediately.

Even if we have sent a confirmation of the booking we have the right to cancel the booking if there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of the booking conditions (iii) information supplied by you in relation to the booking is incorrect (iv) you have behaved in a vexatious, abusive or

unlawful manner to us or our staff. If we cancel your booking we will inform you by email and we will not have any legal responsibility to you.

2. Payment

When you book, you must pay a non-refundable deposit amount of 20% of the booking amount per week either by bank transfer or automatically via Stripe. We only accept payment in pounds sterling. We must then receive the rest of the money owed to us no less than 6 weeks before the start of your stay. If you book less than 6 weeks before the start of your stay we must receive full payment of the total cost of your booking at the time of booking by bank transfer or Paypal.

If you do not pay any payment due in relation to your booking by the appropriate date we are entitled to assume that you want to cancel your booking. In this case your booking will be cancelled immediately.

3 Pricing

We will confirm the price of your booking when you make it. The prices of unsold weeks may be increased or reduced at any time. All accommodation prices are for the property as a whole and are not on a per person basis.

4 Website details

We aim to make sure that the information we provide on our website is as accurate as possible. It is intended to present a general idea of the cottage. There may be small differences between the property and its description because we are always trying to make changes and improvements. If there are any problems with any of our facilities we will inform you as soon as reasonably practical once we become aware of the situation and will endeavour to sort out any problems as quickly as we can.

Please note that Wi-Fi provision is subject to availability and network conditions. It is provided for pleasure and not for business purposes. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi.

5 Cancellations

If you wish to cancel your booking please inform us by email immediately. Please note that your booking fee is not refundable. If you have paid in full you may receive the rest of the fee at our discretion if we are able to get another customer to book the property. For this reason it is in your best interests to tell us as soon as you know that you intend to cancel.

We do not expect to make any changes to your booking. However, we reserve the right to refuse any booking and to cancel any bookings already made if the property is unavailable (e.g. through fire, flood, etc) subject to a full refund of all monies paid. In the unlikely event of this happening we will contact you immediately to explain what has happened and you will receive a full refund, including your deposit. We will have no further liability to you.

6 Liability

We cannot be held responsible for noise or disturbance which comes from beyond the boundary of the cottage. We cannot be held responsible for the breakdown or failure of public utilities such as water, gas and electricity.

We 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 to your personal property, vehicles or vehicle contents belonging to you and other guests during their stay.

We have provided a dedicated electrical vehicle charging point for the use of the booking party only for a small additional fee. You are liable for any damage or loss suffered by us due to your unauthorised use of domestic chargers. Under no circumstances can guests charge EVs through the mains via a regular 3 pin plug.

7 Disabilities and medical problems

We welcome all visitors; however the cottage may not be appropriate for everyone as there are a small number of steps to navigate to get into the property. If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm the booking and give us full details by email as early as possible. If we reasonably feel unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

8 Conditions of your stay

Arrival and departure times

You can arrive at the property any time after 2.30pm on the start date of the rental period. You must leave by 10am on the last day.

Behaviour – You and all members of your party agree:

- to keep the property clean and tidy
- to leave the property in a similar condition as you found it when you arrived
- to behave in a way at all times while at the property which does not break any

law

- not to use the property for any illegal or commercial purpose
- not to sublet the property or any part thereof or otherwise allow anyone to stay in it who we have not accepted as a member of your party
- not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others
- you must not allow more than 7 people to stay overnight in the property
- you must not hold events (such as parties, celebrations or meetings) at the property without our advanced consent.
- You must not take any pets into the cottage
- You must not smoke in any part of the cottage (this includes e-cigarettes and vapes)

If you do any of these things we can repossess the property. If we do this we will treat it as you cancelling the booking. In this situation you will not receive a refund of any money you have paid. We will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the cottage, such as the cost of having to pay for alternative accommodation.) We are not under any obligation to find alternative accommodation for you.

Please note that although we do not allow paying guests to take pets we do not guarantee that dogs or other pets have not stayed in the cottage, nor can we accept responsibility for any subsequent health reaction.

9 Damage

You are responsible for and agree to reimburse to us all costs incurred by us as a result of any breakage or damage in or to the property which is caused by you or members of your party or any other persons invited into the property by you. We can ask for an extra payment from you to cover any such costs.

We expect the cottage to be left in a reasonable state on departure. If in our opinion or the opinion of our caretaker, additional cleaning is required, you will be liable for the cost of the extra cleaning.

If you find something damaged or dirty on arrival at the cottage please inform the caretaker/owner.

10 Right of entry

We are allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example repairs need to be carried out) or if you break any of these booking conditions. We are also allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens you will be given reasonable notice first.

You agree to allow us or our representative (including workmen) access to the cottage as required by this clause.

11 Unreasonable behaviour

We can refuse to hand the cottage over to you if the unreasonable behaviour of any member of your party is likely to cause offence to any member of staff or our neighbours or if we have reasonable cause to believe that you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens the contract between you and us will end and you will not receive any refund and we will not have any further responsibility to you.

We can end a stay after the keys have been handed over to you, if the unreasonable behaviour of anyone in your party (including anyone invited into the cottage by you) is likely to spoil the enjoyment, comfort or health of neighbours or if you break any of these booking conditions. If this happens you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs incurred by us as a result of your behaviour.

12 Special requests

If you have any special requests please let us know by email. We cannot guarantee that any particular request will be met and if we fail to meet requests it will not mean that we have broken your contract. We will of course aim to help when we can.

13 Complaints

Although we don't anticipate any significant problems for guests, these terms and conditions make provision for guests to raise complaints and have them dealt with as appropriate.

If any problem arises during your stay (with the heating or TV for example) we will want to take prompt action to respond to it. Contact us via the number given to you in your Welcome Information immediately so that it can be sorted out as quickly as possible. If you have a complaint about your stay please email us.

The guest agrees that any legal proceedings between us and you shall be conducted at Chesterfield County Court which is the nearest court to where we live.