

Seaford Holiday Cottage

Weybourne, Norfolk

Tel/Fax: 01945 870903 Mobile: 07900 234755

Email: seafordholidaycottage@gmail.com

Terms & Conditions Your Booking at Seaford Holiday Cottage

Rental Agreement – The rental agreement is directly between the owner of the property (also referred to as we/us) and you, the lead party member (the person who makes the booking and who we correspond with). The lead party member must be over 18 years of age. Only those named on the booking form are entitled to stay.

You are entitled to occupy the Property for holiday use only and this Agreement will not give you any security of tenure under the terms of the Housing Act 1988 pursuant to which the occupation shall be deemed to be by way of an excluded tenancy.

You agree that this agreement is not an assured tenancy and that no periodic tenancy will start at the end of the Letting Period. As a holiday letting this Agreement is excluded for the purposes of the Protection from Eviction Act 1977.

Reservations – All bookings are **provisional** until we have confirmed the booking in writing. If you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provided on the booking form. This **does not** form a booking contract between us. A booking contract shall only arise when your booking is subsequently confirmed in writing, by us, via email once we have received the deposit & refundable (security) deposit. We will email an acknowledgement that this has been received.

The payment schedule determines the payment dates for the rental amount. If your holiday begins less than 60 days from the time of booking the full rental amount is payable at booking. If the booking is made more than 180 days before the start of the holiday an interim payment will become due which is detailed on the payment schedule.

Maximum Occupancy – The maximum number of guests is limited to 6 persons (including children & infants).

Please note this is strictly a no-smoking or vaping property.

Booking Fee – We do not charge a booking fee.

Refundable (Security) Deposit – A refundable (security) deposit is payable at the time of booking which is refunded within 14 days of the end of your stay after the housekeeping team has completed the checks and there is no loss or damage incurred to the property or its contents. All rubbish should be placed in the outside bins, dishes washed, BBQ grill cleaned and no linens or towels lost or damaged. Photographic evidence will be taken of any damage and the cost of repair/replacement will be deducted from the security deposit before the balance is returned. An invoice will be sent for any amounts that need to be recovered over and above the security deposit amount.

Payment Options – Payment can be made by bank transfer, credit card or cheque. Cheques should be made payable to **Seaford Holiday Cottage**. Bank transfer details are detailed on the booking summary.

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Cancellation Policy

Cancellation of booking

Once the booking is confirmed, you are responsible for the full balance of the cost of the holiday. If you cancel before the balance of the rental fee has been paid, you remain liable to pay the balance. You must continue to pay the instalments or balance of the rental amount by the due dates. Any cancellation must be for a specific reason and you may be required to provide evidence.

Guests' Risks

All guest risks – including but not limited to - illness (Covid-19 or otherwise), self-isolation, shielding, quarantine, accident, family emergency, bereavement, work commitments or jury service would **not be covered by us** and you are strongly recommended to take out travel insurance to cover these events. These items remain at your risk and do not give rise to a right to cancel or to receive a refund.

Please check that any existing travel related policies you hold cover you for Covid-19 related issues.

If you choose not to take out any UK holiday/travel insurance, then you accept responsibility for any loss that you incur due to your cancellation.

Non-payment of balance

If the balance of your holiday is not paid by the due date, we will take this as a cancellation. We reserve the right to cancel a booking where the full payment has not been received within 7 days after the due date. The deposit paid for the booking in this instance is **non-refundable**.

Cancellation procedure

For any cancellation, please let us know as soon as possible in writing, via email or otherwise so that we have every opportunity to re-let the property on your behalf. You must continue to pay any outstanding amounts by the due dates up to the point we have secured a replacement booking.

A cancellation fee of 5% of the booking cost up to a maximum of £100 will be charged to enable us to re-advertise the property for your dates and will be deducted from any refund. For all cancellations, the **security deposit will be returned**.

If the property is **unable** to be re-let by the date of your stay, the most you will be refunded is £100.00 for expenses (including welcome pack, cleaning/laundry etc) that will not have been incurred by us as you did not stay. You will be refunded any monies due once we have received a replacement booking or the dates of your stay have passed, whichever is earlier.

In the event of a cancellation, we will always endeavour to re-let the property for the whole or part of the rental period and if successful, you will be entitled to: -

- (a) where the rental fee payable has been paid in full, to a refund of an amount (not exceeding the rental fee paid under the agreement) equal to the rental fee received by us under the replacement booking. This may be less than you have paid.
- (b) Where the rental fee payable has not been paid in full, to a refund to the extent that the amount paid under the agreement exceeds the amount of any shortfall between the amount received by us on the re-letting of the property and the amount of the rental fee payable under the agreement. Any balance will remain due.

Please see separate document for our Cancellation Policy Explained.

Change to a booking - If you wish to change your booking after you have received the booking confirmation, please contact us as soon as possible. Any changes are subject to availability and are made at our discretion. The accommodation price may change if you wish to change the dates of the booking. A change may have to be treated as cancelling the original booking and making a new one, in which case cancellation charges above shall apply. Please note that a holiday booking cannot be re-arranged less than 6 weeks before its start date.

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Other Arrangements

Arrival & departure – No arrival before 4pm, departures before 9.30 am, please.

Keys - Keys will be in a keysafe. The code will be sent to you prior to arrival. The keys should be put back in the keysafe at the end of your stay.

Linen – All beds are made up before your stay. Towels are provided. Towels are not to be used on the beach. Please bring your own linen for cots.

Internet – Unlimited Fibre Broadband/WiFi is provided during your stay. The wireless network password will be sent to you prior to arrival. We cannot be held responsible for any downtime. The service is provided for your enjoyment, but you are responsible for safe and appropriate use and complying with all laws. If there is any loss of service, please contact us.

Mobile Phones – There is a good Vodafone mobile signal. Other networks may vary.

Electricity & Central Heating – Electricity and central heating are included in the rental.

Electric Vehicle Charging - An Electric Vehicle Charging Point – Type 2 – 7.2 KWh is available for the use of guests only. Use of the charger must be requested before your stay. Please refer to the separate EV Charging Policy document for the full terms and conditions for EV Charging at Seaford which form part of these terms and conditions. This policy is contractual.

Please note it is strictly forbidden to use the electricity from the house supply for car charging for safety reasons as it could cause a fire. The main house meter electricity is also monitored and any excessive usage will be charged to your account where there has been a breach of these conditions.

Parking – There are two parking spaces at Seaford Holiday Cottage. The house is accessed across a shared drive. Please do not block the access to the other neighbouring properties at any time. Any vehicle(s), accessories, contents and personal possessions are left entirely at your own risk.

Extras Provided – Cots, travel cots, stairgates, high chairs, ramps and any other specifically requested equipment are used entirely at your own risk.

Non-availability of the property – If for any reason beyond our control the property is not available on the date booked (owing for example to fire damage) or the property becomes unsuitable for holiday letting, all rental charges (or a proportion in the case of curtailment) paid in advance by you will be refunded. We cannot, however, pay any compensation or expenses as a consequence of such an event.

Liability – We hold Public Liability Insurance. We do not accept liability for loss or damage to your possessions on our property or land.

Breach of Contract – If there is a breach of any of these terms and conditions by you or any of your party, we reserve the right to re-enter the property and end the holiday and ask you and your party to leave.

Complaints – All complaints must be notified to us as soon as reasonably practical between the hours of 8am and 8pm as we may be required to investigate. If we are denied the opportunity to investigate the complaint within a reasonable time or denied the opportunity to put matters right during the holiday you will lose all rights to mitigate the loss.

Losses or Damages – You have a legal liability to pay for any damages you may cause to the property during your holiday. Please check your own insurance for cover and if it extends to any damage you may incur.

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Property Description – We are VisitEngland assessed annually and our property can be found on <https://www.ratedtrips.com> Whilst every care is taken to provide a true and accurate description of the property, you accept that no refunds are available for any discrepancies.

Guest Obligations: -

The guest agrees: -

- To securely lock the property when left unoccupied.
- To pay for any losses or damage to the property incurred during their stay.
- To take good care of the property and leave it in clean and tidy condition upon departure. All equipment and utensils etc must be clean and put away at the end of the hire period. Please ensure that the BBQ is thoroughly cleaned after use for the enjoyment of other guests. We reserve the right to make a charge for extra cleaning if required.
- Not to use the BBQ as a firepit.
- Not to exceed the total number of people stipulated in the property description without prior arrangement.
- Not to sell or transfer the booking to another party.
- No candles or naked flames.
- Under no circumstances to bring electrical appliances to Seaford, other than laptops and phone chargers, without explicit written permission. This includes air conditioning units. Guest appliances have not been PAT tested and could invalidate our insurance.
- That E-bike chargers are not allowed on the premises under any circumstances.
- Not to cause an annoyance or become a nuisance. Not to cause any disturbance to our neighbours. No parties. Strictly no fireworks.
- To allow the owner or representative to access the property at any reasonable time (and immediate in the event of an emergency) during their stay.