

## Booking Terms and Conditions

Your contract is with **Dr. C and Dr. C E Hughes** of **102, Cambridge Road, Sawbridgeworth, Herts, CM21 9BU** (“we”, “us” and “our” in these Booking Conditions) for the property known as **Wissett Cottage** (“the Property”). References to “you” or “your” are references to the person making the booking and all members of the holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

### 1. Making your booking

When you book the Property with us you should return the completed Guest Registration Form to us. Please note that the Initial Deposit is refundable if you cancel your booking within seven days of receiving written confirmation of your booking.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the completed Booking Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

### 2. Paying for your booking

You are required to send to us your payment for the balance of the Rental and the Security Deposit at least **six** weeks prior to the Arrival Date (unless an alternative schedule has been agreed) as set out in our written confirmation. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

We will hold the Security Deposit to be applied against the reasonable cleaning and/or replacement of the property, furnishings, fixtures and fittings. We will return the Security Deposit to you within **7 days** of the return of the keys to us, less any deductions in accordance with the conditions listed above.

### 3. If you cancel or amend your booking

If you need to cancel or amend your booking you must e-mail us at the address shown on our written confirmation as soon as possible. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking within seven days of receiving our written confirmation, we will refund the balance of any money you have paid us. After such period, if you cancel your booking more than eight weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and refund the balance of any money you have paid to us.

If you cancel your booking less than eight weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and the Rental, and the balance of any money you have paid to us. In these circumstances we will refund the Rental (less any additional costs incurred) to you if we are able to secure an alternative booking for the Property.

### 4. If we cancel or amend your booking

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 and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

### 5. Your accommodation

You can arrive at your accommodation after **15:00** hours on the Arrival Date of your holiday and you must leave by **10:00** hours on the Departure Date.

### 6. Your obligations

- You agree to comply with the Regulations set out in the property manual and any other regulations reasonably made from time to time and ensure that they are observed by all members of your party.
- You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and linen clean and in good condition.
- **You agree to refrain from smoking anywhere within the bounds of the Property, either inside or outside.**
- You agree not to cause any damage to the walls, doors or windows 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.
- You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

- You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, **nor can you take your pet into the Property**. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.
- You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

### **COVID Security at Wissett Cottage**

Whilst we will take every step we can to ensure your safety, we must also expect that you are considerate of our safety (and that of other guests) too. Therefore, we must set out the following as **terms and conditions** of your booking:

- Any crockery, glasses, cutlery or kitchen utensils has been washed in the dishwasher before being put away.
- You maintain a good standard of hygiene and cleanliness throughout your stay.
- You check out by 10am at the latest to allow our housekeeper adequate time for the extra thorough cleaning required.
- The cottage is left in a clean and tidy state, including that:
  - All furnishings are returned to their original position.
  - All bins have been emptied.
  - All leftover food has been disposed of
  - Washing up is tidily packed away.
  - Duvet covers, sheets and pillowcases are removed from any beds that you have used during your stay.
- All laundry (Bed linen, towels, bath mats, tea towels and oven gloves) **must be placed in the black bin bags** provided and the tops tied up. This is so that it may be safely 'quarantined' prior to laundry by our housekeeper.

### **In case of illness.**

Should you need to self-isolate as a result of anybody in your party becoming aware of symptoms of COVID-19 or if you have been contacted through the 'Track and Trace' system, you must follow these procedures:

1. If any member of your party is displaying signs of the COVID-19 virus you must self-isolate and request a test immediately. At this point, **you should also inform us** of the situation and consider whether you will be able to travel ***safely within government guidelines*** and make plans to depart accordingly.
2. If the test result is positive, you must return home ***safely within government guidelines*** (if you have not done so already) straightaway.
3. You **must inform us** of any positive test result during or within 5 days of your stay.
4. If you have been contacted via the tracing system and are required to self-isolate, you should inform us and make plans to ensure that you will be able to vacate the cottage in a safe and timely fashion within the duration of your reservation. Meanwhile, refer to steps 1-3.

**Whilst your health and safety, and that of the local community, will always be our primary concern, it is imperative that every reasonable effort has been made to ensure that the cottage is available for subsequent bookings. Should you be too unwell to vacate the cottage on your departure date, and such steps (as outlined above) have not been followed, you will incur charges to compensate subsequent guests for the forced late cancellation of their holiday.**

### **8. Electric vehicle charging**

We currently have no facilities for charging electric vehicles at Wissett Cottage and the electricity supply within the cottage is inadequate for this purpose due to the fire risk posed by the thatch. ***Charging electric vehicles via 13amp plug points is strictly prohibited.*** <https://www.zap-map.com/live/> provides up-to-date information about the locations of nearby charge points.

### **7. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

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 will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

### **8. Our liability**

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the rental price and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

### **8. Law**

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.