# THE YELLOW HOUSE, EAST RUDHAM, PE31 8RG

## **Booking Terms and Conditions**

(These Terms and Conditions apply to all those staying in the Property)

#### 1 CONTRACT

- 1.1 The Contract is made between the person or persons making the Booking (the Guests) and the Owner of The Yellow House (The Easton Estate).
- 1.2 Once a first payment has been received and the Owner has issued a confirmation letter or email, a Contract shall exist between the Guests and Owner.
- 1.3 The Contract is made on the basis that The Yellow House is to be occupied by the Guests for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guests acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- 1.4 Guests undertake to leave the cottage without demand at the termination of the agreed period of hire
- 1.5 The Booking Conditions will apply to all confirmed Bookings.

## 2. BOOKINGS AND PAYMENT

- 2.1 Following confirmation of a booking by the Guest, the first payment (or full payment, whichever is applicable) must be paid within 24 hours to secure the booking. The Owner will reserve the dates during that period and reserves the right to re-advertise the dates should no payment be received.
- 2.2 A non-refundable first payment of £800.00 (eight hundred pounds) is payable per week booked to secure a Booking.
- 2.3 The Guests will pay the required first payment to the Owner within time stipulated in 2.1. If the first payment is not received within this time, the Owner has the right to cancel this reservation.
- 2.4 Upon receipt of the first payment, the Owner will issue a confirmation letter or email to complete the Booking.
- 2.5 When you receive your confirmation letter, you should check the details carefully. If anything is incorrect, you must tell us immediately. The Owner cannot be held liable for any mistakes that arise from you providing the wrong booking details.
- 2.6 The final balance of the payment for the Booking is due no later than six (6) weeks prior to commencement of the period booked (the Stay). It is the responsibility of the Guests to ensure the final payment is paid by the due date as set out in the confirmation letter. If the commencement of the Stay falls within six (6) weeks of the Booking, full payment at the time of booking is required.
- 2.7 Please note that bookings cannot be accepted from persons under 21 years of age
- 2.8 All payments must be made in GB Pounds Sterling.
- 2.9 All prices quoted are inclusive of VAT where applicable.

## 3. CANCELLATION

### 3.1 BY THE GUESTS

- 3.1.1 The Guests should notify the Owner immediately in writing if they wish to cancel the Booking. The cancellation only takes effect when the Owner has received written confirmation from the Guests. If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance shall remain payable notwithstanding cancellation. 3.1.2 No refunds will be given on the cancellation of a Booking by the Guests unless the accommodation is re-let, therefore Holiday insurance is advisable. The Owner will attempt to re-let the cottage. However, this may have to be at a last-minute discounted rate, in which case any repayment to the Guests will be at the rate Lodge is let at.
- 3.1.3 Notwithstanding the above, the First payment is non-refundable.

## 3.2 OTHER CANCELLATIONS

3.2.1 In the unlikely event that the Owner has to cancel the Stay for whatever reason, the Owner will refund any payments made by the Guests in full. We cannot, however pay any compensation or expenses as a consequence of such an event.

## 4. AVAILABILITY OF PROPERTY

4.1 The Property will be available to the Guests after 4pm on the day of arrival (Please let us know your estimated time of arrival) and should be vacated by 10am on the day of departure.

## 5. LINENŚ

5.1 All bed linen and towels are provided by the Owner.

## 6. RESPONSIBILITIES OF THE GUESTS

During the Stay, the Guests must ensure the following:

- 6.1 The strict No Smoking policy is adhered to
- 6.2 That the number occupying the Property will not exceed the number stated on the Booking confirmation.
- 6.3 The Property is used solely for the purpose of a Holiday.
- 6.4 Show due consideration to others (to include, but not be limited to, refraining from abuse of the Property and/or offensive or rude behaviour to the Owner, their Representative or any other third parties such as neighbours).
- $6.5\ {\rm To}$  allow the Owner reasonable access to The Yellow House during the Stay.
- 6.6. To keep the Property, and all items such as furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of

repair and condition as at the commencement of the Stay and to ensure the same state of order upon vacating the Property.

- 6.7 To report any breakages or damage caused by the Guests so that we can replace the item for the next Guests.
- 6.8 To reimburse the Owner with the cost of replacement of any breakages.
- 6.8 The Guests must not allow any other person access to the Property.
- 6.9 That the cottage is left secure when you go out. In the unlikely event that anything of yours is stolen from the cottage (locked or unlocked) it will be your own responsibility.
- 6.10 That your vehicles are securely locked and parked without obstruction in the space provided.

#### 7. PETS

- 7.1 Dogs are accepted in The Yellow House. There is a maximum of two small dog allowed in the Property, and they should not be allowed to go on any furniture.
- 7.2 There is an additional charge of £35 per dog per stay
- 7.3 The Guests are liable for all damage caused by their dogs.
- 7.4 The Guests should remove all traces, inside and out, from the Property of dog occupation before final departure.
- 7.5 Dogs must be under strict control at all times while in the property.
- 7.6 Any fouling of lawns etc. must be cleared up without delay.
- 7.7 The owner must bring the dog's bed or basket for sleeping in.
- 7.8 Dogs MUST NOT be left alone in the property or elsewhere at any time, except if in a cage.
- 7.9 Dogs MUST NOT be allowed upstairs or lie on beds or furnishings, and hair must be well cleared up before departing.
- 7.10 Dog owners must ensure that their pets are free from parasites and fleas before they occupy the property.
- 7.11 Any damage (which must be reported to the owner immediately) or extra cleaning that may incur an additional charge, will be at the owner's discretion.
- 7.12 However, young pets i.e. puppies MUST be declared at the time of Booking and authorised by the Owner.

### 8. LIABILITY

- 8.1 The Owner accepts no liability for the Guests' personal possessions during the Stay.
- 8.2 The Owner accepts no responsibility for personal injury to the Guests and/or their invitees (jointly known as "the Guests"), or loss of or consequential loss or damage to their property, or for other matters over which the Owner has no control.

#### 9. INSURANCE

- 9.1 The Owner advises the Guests to ensure adequate personal insurance is in effect prior to commencement of the Stay.
- 9.2 When paying a first payment, cancellation insurance should be taken out.

## 10. COMPLAINTS

- 10.1 We take care to ensure that our accommodation is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact us on the numbers provided. We will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.
- 10.2 If you have an unresolved complaint at the end of your stay please contact: The Estate Office, Easton, Grantham, Lincolnshire, NG33 5AP, email address: email@theeastonestate.co.uk tel: 01476 550 227. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and put matters right.
- 10.3 In no circumstances will compensation be considered for complaints raised after the Stay has ended, when the Guests have denied the Owners the opportunity of investigating the complaint and endeavouring to remedy matters during the Stay.

January 2024