

BOOKING TERMS & CONDITIONS

All bookings are accepted on the following terms:

1. Nature of the agreement

Northumbria Coast and Country Cottages Limited ("the Agent") acts as booking agents on behalf of owners of holiday property ("the Owner"). The letting arrangements are made by the Agent on behalf of the Owner and the contractual relationship in connection with the letting will be between You and the Owner.

2. Payment

Bookings will be confirmed upon receipt by the Agent of the required deposit payment of **30%** of the rent and a confirmation of the booking has been dispatched. The contract is subject to these Booking Terms and Conditions. Once you have received confirmation, you are liable for the balance of the rent and this must be paid 8 weeks (58 days) before the date of the commencement of the holiday. You must pay the Holiday Cancellation Protection (HCP) with the deposit if required. For all credit and debit card payments you will be sent an email with a link to Sagepay – our secure payment page – where you will be able to pay your final balance.

3. The Holiday Period

The holiday period will commence and terminate at the time stated in your final booking confirmation notification and you must vacate the holiday property at the stated times.

4. Party Numbers

The booking shall be deemed to be for the purpose of the people whose names appear on the booking form. The maximum number of persons allowed at the property is clearly stated in the property details and must not be exceeded. In the event that the maximum number is exceeded without the Owner's prior consent, the Owner has the right to revoke the booking without refund or any further liability.

5. Behaviour and Use

The Holiday Property must not be used except for purposes of a Holiday by You and Your Party during the Holiday Period and agree not to sub-let or allow anyone to stay in the Property who we have not previously been accepted on behalf of the Owner as a member of your party; also, not to use the Property for any legal or commercial purposes. You are obliged to keep the holiday accommodation and all furnishings, fixtures, fittings and effects, in the same state of cleanliness, repair and condition as they were in at the commencement of the holiday. If the Owner is dissatisfied with the condition of the property, furnishings, fittings, fixtures and/or effects, you shall reimburse the Owner for any and all costs, expenses and fees incurred by the Owner in remedying such default. The Owner reserves the right to refuse or revoke the booking where this clause is not complied with and the Owner may immediately on discovering such breach terminate your licence to use the property without refund.

You must ensure that nothing happens which may be a nuisance or inconvenience to occupiers of neighbouring or adjoining properties or adversely affect any insurance of the property and also ensure that the floors are not overloaded.

Your occupation of the property is subject to any conditions, rules and regulations imposed by the Owner. The Agent shall have no liability to you for any costs, fees, expenses, damages or loss resulting from your booking. Nothing in these Booking Conditions shall be deemed to exclude or limit the Agent's liability in relation to death, personal injury or fraud resulting from its negligence.

6. Keys

You will be issued with a set of keys to the holiday property at the commencement date. You must return the keys as directed by The Agent. If you lose a key, the Agent or Owner will replace it – you will be expected to pay reasonable costs to have a replacement cut.

7. Damage

You will be responsible for any damage to the holiday accommodation, or the furniture, fixtures, fittings and effects. Anything broken or damaged should forthwith be repaired, or replaced with an article of similar type and value. If this is not possible, any damage or breakage should be reported to the Owner or to the Agent, and paid for before departure. Owners reserve the right to raise invoices for any damage caused during your stay at a later date.

8. Right of Entry

You will permit the Owner or the Agent (with or without workmen or others) at reasonable times and on reasonable notice to enter and inspect and if necessary to repair the property or to enter the property without notice in an emergency to repair the property or adjoining premises.

9. Pets

It is clearly stated in the particulars whether or not pets are allowed at the property. This must be strictly adhered to. If pets are allowed, then you must keep them under strict control. You must not leave pets unattended in the properties or their gardens and you must exercise them away from the premises. Pets are not permitted in the bedrooms or on the furniture.

Where our brochure or website states pets are not permitted in the holiday property, please be aware the Owner and the Agent cannot give warranty or undertaking to You or any member of your party that the property is suitable for sufferers of pet related allergies.

10. Brochure and Website Accuracy

The Agent takes every care to ensure the accuracy, both written and verbal, of the property/village details. All information on this website and in the Agent's brochure is provided by the Owner and replicated in good faith by the Agent.

No person in the Agent's employment has any authority to make or give any binding representation or warranty whatsoever in respect of any holiday accommodation or otherwise.

Gardens

Please be aware that if the property is advertised as having any enclosed garden, this does not necessarily mean a secure garden. It may be enclosed by hedging or open style fencing.

Wi-Fi

Where Wi-Fi is stated as available it does not imply high speeds often expected in built-up areas. Rural Wi-Fi services can be intermittent and speeds are often significantly slower than those suitable for streaming. Wi-Fi cannot be guaranteed in the event of a breakdown during your stay and there will be no liability if the service is not available at any time for any period.

Miscellaneous

The Owner and the Agent cannot accept liability for happenings outside its reasonable control, such as temporary invasion of pests, neighbouring building works, and damage resulting from exceptional weather conditions.

11. Vehicles

Vehicles are parked and left at the holiday property entirely at your own risk. If the holiday property has the benefit of an on-street parking permit or any other form of parking permit, you will be responsible for any fines imposed for failure to display the permit as directed by the Agent.

12. Damage/Cleaning Deposits

It may be that from time to time the Owner charges a security deposit. You agree to pay such security deposit at the request of the Owner. For all bookings paid using a card this deposit will be pre-authorised using your securely held card details. The Owner shall be entitled to deduct from the security deposit the cost of remedying any breach of your obligations under clauses 4, 5, 7, 8, 9, 10, and 11.

13. Complaints

- If problems do occur for whatever reason this should be reported immediately to the Owner or Agent who will endeavour to remedy the fault/complaint.
- However, if there is an unresolved complaint while staying at the property it is essential you give the Agent of the Owner reasonable opportunity to rectify the problem. This includes allowing contractors access to the property at a reasonable time to assess and rectify any problems (see clause 8 "Right of Entry")
- Complaints which are not reported immediately will not be entertained subsequently, and no correspondence will be entered into in respect of complaints made on departure or after your return home.

14. Force Majeure

We cannot accept liability or responsibility 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, livestock, epidemics, pandemics, acts of any government or public authority, changes imposed by re-scheduling of airlines, ferries or any event outside of our control.

15. Data Protection

The Agent uses the information you and your party provide for the purpose of providing holiday services to You and your party and use of that information is subject to the Data Protection Act 1998. You and your party have a right of access under data protection legislation to the personal data that the Agent holds about You and your party. The Agent may from time to time send you information which they think may be of interest to You. If you do not wish to receive this information please notify the Agent in writing to the address given at the bottom of these terms and conditions.

16. If you Change your Booking.

(A) Once a booking has been accepted, it can only be changed to another property by treating the original booking as a cancellation. Holiday dates may be changed providing the property is available for the new dates and the owner agrees to the change. A handling charge of £42 including VAT will be payable for any changes to the original booking.

(B) If for any reason it proves necessary for us to make a change to your holiday booking by reason of the unexpected withdrawal of the property by the Owner, by reason of overbooking, or for operational circumstances, or for some other reason, the Agent will use reasonable endeavours to make an alternative booking from the commencement date to the departure date from the Agent's portfolio. Should the Agent cancel the holiday booking in this way and you do not accept the alternative property or an alternative property is not available, a full refund should be made to You of all monies paid. The Agent shall be under no further obligation or liability to You in this respect.

17.If you Cancel your Booking

Full cancellation by you not covered by HCP

If you cancel a booking for which you have contracted, the Agent will do what it reasonably can to re-let the property at the best possible price for the Holiday Period (but not necessarily at the holiday cost advertised in the Agent's brochure or website). If the Agent is successful in re-letting the property, the Agent will refund any payment made by you, less the £35 booking fee including VAT and the handling charge of £42 including VAT. If you have taken out our HCP and the reason for your cancellation is not covered and the Agent is unable to re-let the booking, the booking is forfeited and the balance is still due.

Full cancellation by you covered by HCP

Depending on your reason for cancellation, you may receive a refund of all money you have paid to us for your booking (apart from booking fee, any amendment charges, and credit card charges you have already paid and the Holiday Cancellation Protection fee). The conditions for receiving a refund as listed above only apply if the cancellation applies to all members of your party and all prices are for the entire property not on a per person basis.

These conditions shall be deemed to have been accepted by you, at the time when you complete the booking form.

Holiday Cancellation Protection (HCP)

Northumbria Coast & Country Cottages Ltd has a special Holiday Cancellation Protection (HCP) for all persons named on the booking. The protection commences immediately your booking is received and continues until the end of your holiday. The HCP payment of £20 per property per week should be paid together with the holiday deposit.

The Benefits

The benefits of this cover are that in the event of cancellation you will receive full repayment of your deposit and/or final payment up to the final invoice cost not exceeding £2000 per week less booking fee, HCP and any administration fee.

The Cover

You and your party members are covered for the following events:

- Death, injury, illness of you or your party members or a close relative or close business colleague or that of your party members, compulsory quarantine, jury/witness service (in a court of law) or redundancy (which qualifies for payment under the Employment Protection Consolidation Act 1978).
- Admittance to a hospital/nursing home as a result of illness/injury during the holiday.
- Fire/storm/flood/subsidence/malicious damage rendering the insured's home uninhabitable.
- Occupational postings giving rise to exemption from UK income tax on earnings.
- Hi-jack of the conveyance in which you are travelling.
- In addition, in the unfortunate event of your holiday being cut short by any of the above events then a proportion of your holiday cost will be repaid, based on the number of days holiday actually taken. A Doctor's Certificate or other relevant document will be required to support a claim.

You must declare any reason, medical or otherwise, and any pre-existing medical conditions concerning the health of the people travelling and of others upon whose health the trip may depend.

For a copy of the full Terms and Conditions please visit our website at www.northumbria-cottages.co.uk.

N.B. This Holiday Cancellation Protection applies to UK residents only.

Northumbria Coast and Country Cottages Limited is registered company in England with Registered Number 3916403 and VAT Registration Number is 747198296 and the Registered Address is:

**Carpenter's Court
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