



TERMS & CONDITIONS

The parties

The parties to this Contract are:

- (a) "the Customer": the person who makes the booking, being eighteen years of age or over and who shall assume responsibility for all party members and visitors.
- (b) "the Owner": (Lemington Estate).

Commencement and Operation of Contract

This Contract only comes into operation when the Owner issues a written confirmation form to the Customer following receipt and upon processing of the appropriate deposit.

A booking for a holiday will only be confirmed when a deposit of 25% has been received by Lemington Estate.

The Owner has the absolute right to refuse any bookings. In this case, monies received shall be promptly returned to the Customer. The Owner reserves the right to cancel or alter arrangements made for the customer whether before or during the relevant visit (a) Where any error has arisen regarding availability, (b) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the control of the owner or (c) where in the reasonable opinion of the owner, it is necessary to perform or complete essential remedial or refurbishment works.

The balance of the booking cost must be received by the Owner no later than 6 weeks before the Customer's arrival date.

If the Customer books less than 6 weeks before the arrival date, payment of the total cost including the deposit shall be due immediately.

The holiday price includes value added tax. If the VAT rates change, the Owner reserves the right to amend prices accordingly.

All payments shall be made to Lemington Estate.

Cancellation

- (a) By the Customer - Non payment of the balance of rent before the due date shall cancel the booking and the booking deposit of 25% shall be forfeited. If the customer cancels the booking for any reason following payment in full for the holiday, a 75% refund will be made only if the Owner re-lets at full rent.

The reservation may be cancelled at any time by the Visitor giving Lemmington Estate notice in writing. A 100% cancellation charge will be payable. On receipt of the written cancellation Lemmington Estate will endeavour to re-book the Accommodation for the Holiday Period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £100.00 (One hundred pounds) to cover office administration. Lemmington Estate reserves the right to discount the cost of a cancelled week for late availability bookings which may lead to no refund being payable.

- (b) By the Owner

If, due to circumstances beyond the Owner's control: -

- (i) the Customer's booking is cancelled, the Customer shall be refunded the full amount of the booking in an equal amount to time remaining.

Booking Amendments

The Owner cannot guarantee the availability of a different date, but where an amendment can be made a fee of £50 to cover administration shall be charged.

Time and Commencement and Termination of Stay#

The Customer must arrive not earlier than 3.00 pm on the start date of the holiday and leave not later than 10am on the last day.

Occupancy

The number of persons occupying the property must not exceed the maximum number stipulated.

The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Owner or to any neighbours.

No fireworks, Chinese or sky lanterns (or other lights or illuminations which have naked flames) shall be let off from the property (including any garden or grounds).

The accommodation is designed for family use not for youth groups or student parties. The Owner is entitled to refuse to hand over and to repossess the accommodation if the Owner reasonably believes that any damage is likely to be caused by the Customer or the Customer's party.

Sleeping in vehicles, including caravans, parked in or around the property is not permitted.

Care of Property and Damages and Breakage

The Customer undertakes to take all reasonable and proper care of the property including all its contents and surrounds and to leave the property in the same state of repair, condition and tidiness as at the beginning of the stay. The Customer must notify the Owner immediately of any breakages or damages. The Customer may at the owner's discretion be required to reimburse the Owner for replacement, repair or any extra cleaning costs.

Privacy Notice

Lemington Cottages is also a member of Premier Cottages Limited, a professional collective of independent luxury cottage owners. Premier Cottages promotes our properties on our behalf as well as other luxury cottages. As members of Premier Cottages, we would like to give them your information so that they can contact you about quality properties that you might like. You may unsubscribe from this service at any time as detailed in our Privacy & Cookie Policy.

Pets

Pets are forbidden from entering onto the property at any time.

Smoking

Smoking shall not be allowed inside any part of the property.

Linen and Services

There are no additional charges for linen, electricity, heating, gas and water services.

Liability

The Owner accepts no liability for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred, arrived out of, or in any way connect with the rental.

If the property which the Customer has booked becomes unavailable or unusable for any reason prior to the start of the date of the holiday or during the stay, then the Owner's obligation will be:

To use their reasonable endeavors to find suitable alternative property, or failing which, to reimburse the client for any monies paid or in the case of disruption during a stay, pro rata.

Please note that our properties are in a rural environment and can be subject to environmental conditions beyond our control such as fly problems at certain periods of the year, high pollen levels from crops, smells from agricultural activities on neighbouring farms etc. Field mice may also very occasionally require trapping if any evidence is found in a property and this activity would be carried out during your stay and would not render the accommodation unserviceable.

Many of our properties also have bats in roof voids and nesting birds under eaves and are protected by law.

The information and description given in the brochure and on the web site is for guidance only. While every effort has been made to ensure accuracy, the Owner shall not be liable for any mis-description or incorrect information. Rights of Entry - The Owner shall be allowed the right of entry to the property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance. Repeat bookings The Owner accepts no obligation to reserve specific weeks on an annual basis. Where

tariffs are published on the web site and weeks are shown as available, we will accept any booking subject to compliance with our terms and conditions. Complaints Every care is taken to ensure that the properties are presented to Customers to a high standard. Should the Customer at any time believe there is a problem, or a cause for complaint, the Owner should be contacted immediately. This does not affect the Customer's statutory rights.