

## Terms and Conditions

### The parties

The parties to this Contract are:

"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

#### 1. CANCELLATION BY YOU

If you change your mind and would like to cancel your booking, please contact us in writing as soon as possible. The treatment of a cancellation will depend on a) the date the booking was made and b) when the cancellation is made:

- **Bookings placed after 18 June 2020 for travel from 01 August 2020 onwards** have Cancellation Protection cover under our Master Cancel Policy if you cancel **between 60 days and 2 days prior to arrival**.
- If you cancel from 60 days up to and including 2 days before check-in date, you will receive a full refund of the lodging costs that you have paid. Only lodging costs are refunded. Additional extras, including but not limited to cleaning fees, tax and other ancillary charges are not refunded. Refund payment for cancelled booking will be released back to the cancelling guest on the scheduled date of check-out of the original booking. Cancellations made 1 day prior to, or on the day of check-in will not be eligible for refund. Example: for a check-in on Saturday you could cancel the prior Thursday before 16:00 and be reimbursed in full, but not on Friday (1 day before) or Saturday (day of check-in). For this reason, we

strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. If you chose not to then you accept responsibility for any loss that you may incur due to your cancellation.

- **If you cancel 61 or more days before check-in date**, we will endeavour to re-let the property for those dates. If we are able to re-let your dates, we will refund you the deposit amount (which may be less than you paid – e.g. if the final letting price was discounted or only some of the days are re-let) less an administration fee of 10%. If we are unable to re-let you remain responsible for the deposit and there will be no refund under any circumstances. For this reason, we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation. You will be reimbursed at check-out date of original booking.
- **Bookings placed before 18 June 2020** are not cancellation protected, meaning that if you cancel before the date the balance is due, and we are able to re-let your dates, we will refund you the deposit amount (which may be less than you paid – e.g. if the final letting price was discounted or only some of the days are re-let) less an administration fee of 10%. If we are unable to re-let you remain responsible for the deposit and there will be no refund under any circumstances. You will be reimbursed at check-out date of original booking. From 42 days before check-in to the day of check-in, you remain responsible for the full rent and there will be no refund unless we are able to re-let your dates, in which case we will refund you all or part of the sum you have paid, depending on the value of the replacement booking, less a 10% administration fee. You will be reimbursed at check-in date of the original or replacement booking, whichever has the later arrival date. We would strongly advise that guests take out a travel insurance policy with covers booking cancellations. This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation. You will be reimbursed at check-out date of original booking.

## 2. CANCELLATION BY US

2.1 Other than holidays covered by the Cancellation Protection conditions above (for bookings made on or after 18 June 2020), we do NOT cover you for your holiday being unavailable due to a Force Majeure Event (please see definition below), Lemmington Cottages may, at its sole discretion, offer you:

2.1.1 a full refund; or

2.1.2 alternative holiday dates; or

2.1.3 such other remedy as Lemmington Cottages considers appropriate with regard to the circumstances.

2.2 In this contract, a Force Majeure Event means any of the following circumstances which may hinder or prevent the performance of the contract, including but not limited to:

2.2.1 acts of God, flood, drought, earthquake or other natural disaster;

2.2.2 epidemic or pandemic;

2.2.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

2.2.4 nuclear, chemical or biological contamination or sonic boom;

2.2.5 any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;

2.2.6 collapse of buildings, fire, explosion or accident;

2.2.7 any labour or trade dispute, strikes, industrial action or lockouts;

2.2.8 non-performance by suppliers or subcontractors; and

2.2.9 interruption or failure of utility service.

### **Insurance**

The customer acknowledges and agrees that it is reasonable and prudent for the customer (and/or any customer also travelling) to put in place a policy of insurance in respect of loss, claim, damage, cancellation or injury incurred in connection with travel services or any travel resulting there from. It is not our responsibility to refund if you chose not to take out specific holiday insurance.

### **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 Breakages**

The Customer undertakes to take care 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.

Our cleaning team are experienced and dedicated however on departure, please leave the property ready for them neat and tidy with all bins emptied and all dishes washed and put away. Fortunately, most guests do take a pride and look after our properties as if they were their own, however we do reserve the right to charge an additional cleaning fee in the unusual event of a cottage being left unsatisfactory.

## **Pets**

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

## **Smoking**

As a courtesy to all guests, smoking shall not be permitted within any of our properties.

## **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 endeavours 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 website 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.