

Conditions of Hire 2021

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 but before 08 January 2021 for travel from 01 August 2020 onwards are 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**, Lemmington Cottages will provide fully flexible cancellation from the date of booking to the commencement of the period covered by our Master Cancel Policy on receiving written confirmation of cancellation. Refund payments for a cancelled booking will be released back to the cancelling guest within 2-4 weeks of cancellation.
- **Bookings placed before 18 June 2020 and after 08 January 2021** 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.

All refunds will be subject to deduction of a non-refundable administration fee of 10% to cover our costs and third party costs related to the cancellation and remarketing (these costs include our admin costs, re-marketing costs, bank fees, accounting fees and agency fees or commission payments).

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 but before 08 January 2021), 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

It is the responsibility of the customer to acquire suitable travel insurance, including Cancellation and Curtailment Protection Insurance and the Owner recommends that the customer acquires suitable insurance. There are several suitable options available from organization like Trailfinders (<https://www.trailfinders.com/insurance#/step1>), and Coverwise (<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>) which include cover for COVID related cancellation or look at comparison sites like www.moneysupermarket.com or www.gocompare.com.

Please note that Lemmington Cottages is not selling, endorsing or recommending any particular product, and does not benefit financially from, or have any formal relationship with any of these providers.

If you choose not to take out UK travel insurance then you accept responsibility for any loss that you may incur due to your cancellation.

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.

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.

Arrival & Departure

The holiday accommodation cannot be occupied until after 4pm unless otherwise agreed on the holiday start date and must be vacated before 9.30am on the last day. If the Customer's arrival is delayed, the Holidaymaker must advise the Property Owner so that suitable arrangements can be made for entry to the holiday accommodation

Special conditions such as pandemic may occur from time to time which may require and later arrival and/or earlier departure to permit a higher level of cleaning and if those conditions apply, the Property Owner will notify the Customer of the revised arrival and departure times.

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.

Access

The Property Owner or his Agents shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.

Pets

Pets are not allowed in the holiday accommodation or in the grounds which surround the holiday accommodation without prior written permission and then in Keepers Cottage and their gardens only for which extra charges apply. The Holidaymaker agrees that the Owner may levy a charge of £50 per pet per booking if pets are brought without prior written permission.

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.

Previous Booking Terms and Conditions

These Terms and Conditions supersede all previous versions. These Terms & Conditions are valid from 8th January 2021 until replaced.