

## **Terms and Conditions**

Thank you for choosing Eastholme. All persons staying at Eastholme will be subject to the following terms and conditions.

### **A. Our agreement with you**

1. You are permitted to occupy Eastholme as a holiday cottage only for the holiday period as agreed.
2. Whilst we are confident you will look after Eastholme, we need to make you aware that you will be responsible for all payments and for any damage you or your party cause.
3. The person making the booking must be aged 18 or over and must make all persons staying at Eastholme (your party) aware of these terms and conditions.

### **B. Booking and Payment (Direct bookings with us only - if booking through a third party website please refer to their site for booking and payment details)**

1. If you book six weeks or more in advance of your stay, you must pay us a non-refundable deposit of 25% of the price and we must receive this before the booking takes effect. You must pay the full balance no later than six weeks before the start of your holiday period.
2. If you book less than six weeks before the start of the holiday period, you must pay the full amount at the time of the booking.
3. We will normally hold an initial booking, as a provisional booking, for up to a maximum of seven days to allow for payments to go through, after this period we reserve the right to let the property to other parties.
4. All bookings will be subject to a refundable security charge of £150, this is additional to the above. This covers the cost of damage and/or breakages caused by you or your party visitors in, at or to Eastholme Cottage, as well as any requirement for additional cleaning. If the security charge is not sufficient to cover the cost of any additional cleaning, breakages and/or damage caused, you will be responsible for the full payment of any additional charges, costs and/or losses incurred on request. This refundable security charge is payable to us with the initial deposit or if you are paying the full price on, with the full booking price.
5. In addition to the above, you will be responsible for payment of any bank charges (your own and ours) in respect of the payment - for example, if payment is transferred from or to a non-sterling bank account.
6. Your payment must be made in Pounds Sterling.

### **C. Cancellation (Direct bookings with us only - if booking through a third party website please refer to their site for cancellation details)**

1. If you wish to cancel a booking, you must give us notice in writing as soon as possible. You will be liable for 100% of the booking price. When we receive your notice to cancel, we will do our best to re-book Eastholme for the period you booked and, if successful for the whole or part of the holiday period, we will refund you the relevant proportion of the price paid, less the 25% deposit and £50 to cover our administration costs.
2. If you have not paid the full balance seven days from the date on which full payment is due, we

may cancel your holiday booking and you must pay us 100% of the holiday cost. If we manage to re-book Eastholme for the holiday period you originally booked, we will refund you as set out in C 1 above.

## **D. Our Right to Refuse/Alter**

1. We may at our discretion, refuse any booking.
2. We may cancel or alter arrangements made for you, before or during the holiday period, if it is necessary,
  - (i) due to circumstances beyond our reasonable control; or
  - (ii) to carry out essential remedial or refurbishment works.
3. If a booking is altered or cancelled by us due to D 2 above, we will take reasonable steps to offer a suitable alternative booking. If we are not able to do so or you do not accept the alternative offered, we will return to you the relevant proportion (or the full amount if cancelled) of the money paid by you to us in respect of the Eastholme booking price and we will not otherwise be liable for any loss caused by such alternation or cancellation.

## **E. Maximum number of visitors**

1. Eastholme has been designed to accommodate a maximum of six people. In addition, you are welcome to bring infants as long as they can sleep in a cot. Please let us know if intend to do this at the time of booking. We can provide one travel cot (you will need to supply your own cot bedding and baby towels). Subject to this, you and your party must not exceed six. You must not use tents, caravans or camper-vans. If you over-occupy Eastholme we will treat this as a serious breach of these booking conditions and we may require you to immediately vacate Eastholme, with no refund or monies due, and possible further charges in the event of any damage caused by excess usage.

## **F. Services**

1. The holiday price includes all charges for water, gas and electricity. We will also supply all bed linen (except baby linen/towels), towels, and a selection of kitchen/bathroom cleaning materials. You must comply with any instructions in the Eastholme welcome pack
2. If you leave any of your belongings in Eastholme Cottage, we will try to contact you and arrange their return. You will be required to pay the delivery costs of returning any belongings to you (if appropriate). If we are unable to return any belongings back to you (for example due to size), and the property is not recovered by you, or if the property is not claimed, after six months we will dispose it.

## **G. Pets/animals**

1. We are sorry, but with the exception of guide/assistance dogs, dogs and other pets/animals are not permitted at Eastholme. If you need to bring a guide or assistance dog, please let us know at the time of booking.

## **H. Our right to enter Eastholme Cottage**

1. We and our contractors may, upon giving you reasonable notice, enter Eastholme at any

- reasonable time for reasonable cause (for example, to carry out unforeseen remedial repairs).
2. We will aim to restrict entry between 10.00 and 16.00, unless not possible due to emergency work.

## I. Your obligations

1. You are responsible for all payments and for any damage whether caused by you or your party/visitors. You agree to make your party/visitors aware of these conditions.
2. Although we will clean the property and change all linen and towels between bookings, you agree to keep and leave Eastholme and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted.)
3. You must allow us and/or our agents to enter Eastholme to inspect the state of it, on reasonable notice, except in an emergency when immediate access must be granted.
4. You must not use Eastholme 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 us or to any of the neighbours.
5. You must comply with the house rules (found in the welcome pack). Examples include parking, waste disposal, use of equipment.
6. You and any of your visitors must not smoke in any part of Eastholme.
7. You must not use candles or fireworks. You must not use barbeques. An outdoor pizza oven is available for you to use.
8. We recommend that you hold personal insurance for accidental damage and personal liability, and also cancellation travel insurance.

## J. Occupation

1. This agreement is personal to you. You must not use Eastholme except for the purpose of a holiday by you and your party during the holiday period, and not for any other purpose or longer period. Neither you nor any of your party are permitted to make any financial gain from Eastholme (for example, by subletting).

## K. Arrival and departure times

1. You and your party must arrive after the arrival time (4pm on the first day of the holiday period) and depart at or before the departure time (10am on the last day of the holiday period).
2. You will be issued with a set of keys on the first day of the holiday period and you must return them on the last day of the holiday period or the date of departure, if earlier. You will be required to pay for a replacement set of keys if you fail to do so.

## L. Right to evict

1. We may terminate the agreement on notice, and in such case you and your party must leave Eastholme, (without compensation being payable to you or any member of your party) if:
  - (i) we deem this necessary where there is a serious breach by you of the agreement, or you or your party's behaviour endangers the safety of others; or
  - (ii) any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

## **M. Governing law**

1. This agreement is governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.