

# Country Cottage Holidays

## Dryden House, Market Place, Hawes

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### Our Booking Conditions

*Please read this carefully. When you make a reservation with us (by email, telephone or post) these conditions are deemed to have been accepted by you.*

### Words / Phrases and their meaning

**Extra Fees** means any fees payable by the Holiday maker other than the rental and booking fee, including (but not limited to) credit card handling fees, holiday cottage cancellation insurance, heating supplements, pet charges and linen charges.

**Agent (or We)** means Country Cottage Holidays, Dryden House, Market Place, Hawes, North Yorkshire

**Booking** means the reservation of the Cottage by the Holiday maker.

**Booking Conditions** means these terms and conditions.

**Booking Fee** means the booking fee payable by the Holiday maker to the Agent, being £15 per booking, irrespective of the length of the holiday.

**Deposit** means:

- 50% of the Rental Charge; or
- if the holiday is due to commence within 4 weeks of the date of a reservation, 100% of the Rental

**Holiday maker** means the person or persons making the booking.

**Holiday Confirmation** means the confirmation of the booking issued by the Agent to the Holiday maker (by email and / or post) once the Initial or Full payment has been processed.

**Initial payment** means the payment of the booking fee, the deposit and any additional fees.

**Full payment** means the payment of the booking fee, the full rental and any additional fees.

**Cottage** means the accommodation for which a booking is made.

**Cottage Owner** means the owner of the Cottage.

**Rental** means the total rental payable in respect of the booking.

**Reservation** means a request to make a booking in the form of a completed holiday booking form (whether submitted via the post, email, website or otherwise) or a telephone booking.

**Short Break** means a holiday for a duration of less than seven nights.

### Country Cottage Holidays involvement in your holiday

We act as agent for the cottage owner to take and arrange bookings. The Agent does not own or manage the cottage but reserves the right to refuse any booking.

Once the Initial Payment has been made and a Holiday Confirmation has been issued by the Agent, a legally binding contract shall exist between the holiday maker and the cottage owner pursuant to which the cottage owner will make the cottage available for the period set out in the Booking.

For the avoidance of doubt, the Agent shall not be a party to such contract.

The contract shall be subject to these Booking Conditions and any other special conditions made known to the holiday maker at the time of the Booking.

The Agent accepts no liability for any defects or unavailability of the cottage or any other problems with the holiday. We will do our utmost to try to help in the event of the failure of advertised facilities, for example if the TV does not work or the washing machine breaks down, but in all these circumstances the holiday maker's right of action (if any) shall be against the cottage Owner and not the Agent. Please be assured as Agent that in the unlikely event of difficulties we will do our very best to resolve them, or endeavour to settle differences between the cottage owner and the holiday maker.

## **What happens when you make a booking / Payment arrangements**

Following receipt of a Reservation the Agent shall check the availability of the cottage. If the cottage is available for the Holiday, the Agent shall reserve the cottage. Upon receipt of the Initial Payment, the Agent will issue a Holiday Confirmation to complete the booking.

The balance of the Rental (if any) must be paid by the holiday maker to the Agent no later than four (4) weeks prior to the commencement of the holiday. We shall inform the holiday maker of the due date at the time of the booking.

Where the Agent has not received the balance by the due date, an overdue reminder will be issued to the holiday maker. If the balance is not received ahead of the holiday start date, the Agent reserves the right to treat the booking as cancelled by the holiday maker and he or she shall have no claim against the Agent or the cottage owner for compensation or reimbursement whatsoever.

The prices stated on the Agent's website and in the Agent's brochure are cash prices in pounds sterling. Any charges raised against the Agent by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the holiday maker to the Agent within seven (7) days of the Agent's request to do so.

All payments must be made in pounds sterling.

The Agent reserves the right to correct any error in advertised and/or confirmed prices.

Please note some cottage owners may charge a good housekeeping deposit (as mentioned in the individual cottage details). The Agent will liaise directly with the holiday maker to collect and (if appropriate) return this bond.

## **Booking Arrangements**

Immediately upon receipt of the Holiday Confirmation from the Agent, the holiday maker should check the details and notify the Agent of any mistakes / errors made by the Agent as soon as possible and in any event within fourteen (14) days; no changes can be made to the Booking after

this time. The Agent reserves the right to charge a holiday booking amendment fee to administer / correct any error by the holiday maker.

### **Cancellations by the Holiday maker / Refunds**

The holiday maker should notify the Agent immediately, ideally in writing, if he / she wishes to cancel the Booking. The cancellation only takes effect when the Agent has received confirmation from the holiday maker. If the Booking is cancelled after the balance of the Rental becomes payable, such balance shall remain payable notwithstanding cancellation.

No refunds will be given on the cancellation of a Booking by the holiday maker unless the Agent has been able to re-let the cottage. Any extra charges in re-letting incurred by the Agent, or any discount given on the advertised rental to ensure it is re-let, will be deducted from the monies the holiday maker cancelling the booking has paid before they are refunded.

### **Cancellations by way of non-availability of the cottage / Refunds**

In the event of the Agent being unable to arrange the holiday accommodation requested by the holiday maker, or if the cottage becomes unavailable for whatever reason, the Agent will endeavor to arrange alternative accommodation for the holiday maker of an equivalent type and standard in a similar location.

If the holiday maker has paid any money in respect of a cottage and that cottage subsequently becomes unavailable, the Agent shall obtain a refund from the cottage owner to the holiday maker of all monies paid by the holiday maker.

The Agent is not liable for any costs associated with alternative accommodation, which must be paid by the holiday maker.

Save as set out above, the Agent shall have no liability for the cancellation or alteration of a booking.

### **Accuracy of our Brochure details**

To the best of the Agent's knowledge the details relating to any cottage described in the Agent's brochure were correct at the time of printing. Upon becoming aware of any material inaccuracies in any published description of the cottage or material changes to the cottage, the Agent shall endeavor to correct them in future publications and inform the holiday maker.

The Agent cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the brochure.

### **Holiday Cancellation Insurance**

Country Cottage Holidays offers its own optional Cancellation Insurance which solely covers the cancellation by way of ill-health of any of the holidaymakers intending to stay at the cottage, and any of their close relatives. At our discretion we may require sight of a note from a GP Medical Practice or Hospital, and an explanation of the relationship where cancellation is due to the ill health of a close relative.

The cost is £10.00 per holiday to cover a Short Break of 4 nights or less, or £20.00 per holiday week, so cover for a fortnight's stay would cost £40.00 in total to cover the holiday. Our cancellation insurance is optional but we do strongly recommend you take advantage of it to cover any unexpected health event that prevents you taking your holiday, or arrange alternative cover with your own Insurance company.

## **Your responsibilities as the Holiday maker**

During the period of the holiday, the holiday maker (personally and on behalf of all other people visiting the cottage) undertakes (for the benefit of the cottage owner and the Agent) as follows:

- that the number of people occupying the cottage will not exceed the number stated on the Holiday Confirmation;
- that the cottage will be used solely for the purpose of a holiday by the holiday maker and his party;
- to show due consideration for other parties to include, but not be limited to, refraining from damaging the cottage, being offensive towards the cottage owner, his representative or any 3<sup>rd</sup> parties such as neighbours
- to allow the cottage owner or his representative access to the cottage at any reasonable time during the period of the holiday;
- to keep the cottage and all furniture, utensils, equipment, fixtures and fittings in or on the cottage in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the cottage is left in the same state of order and cleanliness in which it was found. The cottage owner reserves the right to levy an additional charge for any extra cleaning required after the holiday maker's occupancy and for any consequential loss.
- to report as soon as possible to the cottage owner (or his representative) any breakages or damage caused by the holiday maker during the holiday and to reimburse the cottage owner with the cost of replacement. The cottage owner reserves the right to make a claim against the holiday maker for repair or loss as a result of damage caused;
- to arrive on or after 2.30 pm on the arrival day and to vacate the cottage by 10.30 am on the day of departure unless prior arrangement has been agreed with the cottage owner and/or the Holiday Confirmation states otherwise;
- not without the permission of the cottage owner allow any person other than guests booked and staying in the cottage for their holiday to use the facilities and amenities of the cottage; and
- to notify all other members of the holiday maker's party of these undertakings.

In the event of a breach of any of the undertakings set out herein the cottage owner (or his representative) can refuse to allow the holiday maker to take possession of the cottage or make the holiday maker leave the cottage before the end of the Holiday. In either case the holiday maker shall be deemed to have cancelled the Booking and the holiday maker shall have no claim for compensation or reimbursement whatsoever.

## **Our Pet / Pets Policies**

Pets are only allowed at Properties that are advertised as allowing a pet / pets. If a holiday maker takes a pet to a cottage that does not allow them, or exceeds the stated number / size of pet, the cottage owner (or his representative) can refuse to allow the holiday maker to take possession of the cottage or make the holiday maker leave the cottage before the end of the holiday. If this

happens the holiday maker shall be deemed to have cancelled the Booking and the holiday maker shall have no claim for compensation or reimbursement whatsoever.

The holiday maker is liable for all damage caused by his/her pets. The holiday maker should remove all traces (inside and out) from the cottage of pet occupation before final departure. The cottage owner reserves the right to levy an additional charge for any extra cleaning required after the holiday maker's occupancy. The holiday maker must not allow pets on beds or furniture within the cottage and pets must not be left alone in the cottage at any time.

If the holiday maker breaches this clause the cottage owner (or his representative) may notify the holiday maker of the breach and if the holiday maker continues to breach this clause the cottage owner (or his representative) may make the holiday maker leave the cottage before the end of the Holiday.

If this happens the holiday maker shall be deemed to have cancelled the Booking and the holiday maker shall have no claim for compensation or reimbursement whatsoever.

## **LIABILITY**

The holiday maker's (and all other members of the holiday maker's party's) personal belongings and vehicles (together with their contents) are left at the cottage entirely at their own risk.

The Agent shall accept no liability to the holiday maker for any loss, damage or injury howsoever caused to the holiday maker or to the holiday maker's personal property (or to persons in the holiday maker's party or their personal property) during their stay at the cottage except to the extent such loss, damage or injury is caused by the negligence or wilful default of the Agent.

## **COMPLAINTS**

In the unlikely event the holiday maker may have cause for dissatisfaction, the holiday maker should contact the cottage owner (or his representative) as soon as possible. We encourage all cottage owners to take complaints from holiday makers seriously and to resolve them if at all possible.

If the holiday maker is unhappy with the cottage owner's response, the holiday maker should contact the Agent as soon as possible (and in any event within 28 days of the end of the holiday) and provide details of the complaint and the cottage owner's response.

The Agent may (in its absolute discretion) liaise with the holiday maker and the cottage owner and attempt to resolve the outstanding complaint.

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Dryden House  
Market Place  
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**December 2015**

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