# **BOOKING TERMS & CONDITIONS**

All bookings are accepted on the following terms:

### 1. Nature of the agreement

The letting arrangements are made between the property owners, Julia Steel & Mark Worsnop, and the holidaymaker. The property owner is referred to as "we", "us" and "our".

The holidaymaker is the person who signs the booking form or in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The holiday property or property refers to The Laughing Seagull, Seahouses.

### 2. Payment

Bookings will be confirmed upon receipt of the required non-refundable deposit payment of 25% of the total cost of the holiday and a completed booking form. The contract is subject to these Booking Terms and Conditions. Once you have received confirmation, you are liable for the balance of the holiday, which must be paid 6 weeks before the date of the commencement of your holiday. Bookings made less than 6 weeks prior to the arrival date must be paid in full at the time of booking. Failure to pay the deposit or balance in full by the due date will constitute a cancellation of the holiday by you. Please be sure to note the due dates of these payments as reminders are not routinely issued.

## 3. The Holiday Period

The holiday period will commence and terminate at the time stated in your final booking confirmation notification and you must vacate the holiday property at the stated times.

## 4. Party Numbers

The booking shall be deemed to be for the purpose of the people whose names appear on the booking form. The maximum number of people allowed at the property is four. If the maximum number is exceeded without our prior consent, we have the right to revoke the booking without refund.

## 5. Behaviour and Use

The holiday property must only be used for the purpose of a holiday by you and your party during the holiday period. You agree not to sub-let or allow anyone to stay in the property who has not previously been accepted by us as a member of your party.

The property is situated in a residential area. Please be respectful to our neighbours and keep noise to a minimum between 23:00 and 07:00

Camper vans and camping units of any kind are not permitted on site.

### 6. Keys

On receipt of your balance payment, we will provide precise details of the address, arrival and departure instructions and arrangements for key collection and return. We reserve the right to charge for any lost keys.

# 7. Damages and Cleanliness

You must keep the holiday accommodation and all furnishings, fixtures, and fittings in the same state of cleanliness, repair, and condition as they were at the commencement of your holiday. If we are dissatisfied with the condition of the property at the end of your holiday, we reserve the right to recharge you to rectify.

Any accidental damages or breakages should be reported to us as soon as possible so they can be rectified as soon as possible for future guests. Minor breakages (in our opinion) will not be charged for.

## 8. Right of Entry

You will permit us, and people under our instruction, to enter and inspect the property at reasonable times and with reasonable notice. In an emergency no notice will be given.

We will try to arrange for the window cleaner and gardener to call and cut the grass on a changeover day. However, this may not always be possible. Neither will need to enter the cottage.

### 9. Pets

A maximum of two well-behaved, house-trained dogs are permitted at the property, subject to our prior consent. Dogs must not be left unaccompanied at the property at any time and must not be allowed on the beds or furniture. You will be liable for any damage caused by your dog(s) and a charge may be made for any additional cleaning required. We will not be held responsible for any accident, injury, and illness to your dog during their stay.

### 10. Brochure and Website Accuracy

We have taken every care to ensure the accuracy, both written and verbal, of the property and the surrounding area. However, we cannot be held responsible to any errors, omissions, or differing opinions.

### 11. Gardens

Although the property is advertised as having an enclosed front & rear garden, this does not necessarily mean a secure garden. Children and pets should be always supervised.

#### 12. Wi-Fi

Although Wi-Fi is stated as available it does not imply high speeds often expected in built -up areas. Rural Wi-Fi services can be intermittent, and speeds are often significantly slower than those suitable for streaming. Wi-fi cannot be guaranteed in the event of a breakdown during your stay and there will be no liability if the service is not available at any time for any period.

#### 13. Miscellaneous

We cannot accept liability for happenings outside our reasonable control, such as temporary invasion of pests, neighbouring building works, and damage resulting from exceptional weather conditions.

#### 14. Vehicles

Vehicles are parked and left at the holiday property entirely at your own risk. EV Car charging is strictly prohibited.

# 15. Complaints

Every effort is made to ensure you have a memorable stay. However, should anything go wrong, please let us know immediately to give us the opportunity to correct the situation. If we are not made aware of any issues during your stay, we cannot be held responsible at a later date. We will make every endeavour to rectify any identified problems as is reasonably possible.

# 16. Force Majeure

We cannot accept liability or responsibility for any alterations, delay, or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, livestock, epidemics, pandemics, acts of any government or public authority, changes imposed by re-scheduling of airlines, ferries, public transport, or any event outside of our control. We recommend you take out adequate holiday insurance to cover such eventualities.

# 17. Data Protection

Please refer to our GDPR policy which can be found on our website (<u>www.thelaughingseagull.com</u>) or a copy is available from us on request.

## 18. Booking Amendments and Cancellations

# Cancellation by you

Any cancellations or amendments should be notified by email to <u>julia@thelaughingseagull.com</u>. In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made. We will try to accommodate any booking amendments, but these cannot be guaranteed.

# • Cancellation by us

In the unlikely event it proves necessary for us to make a change to your holiday booking, we will offer you alternative dates. If the alternative dates are not suitable, we will process a full refund of all monies received from you in respect of this booking. No compensation or consequential losses will be paid.