

## **TERMS & CONDITIONS OF THE BOOKING**

Please read these terms and conditions below. Should you not understand anything please call us on: 01803 782022.

### **CONTRACT:**

The Contract for a short-term holiday rental will be between the Owners of Aish Cross Holiday Cottages (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “you” or “your”) under the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have received and processed the deposit. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and the booking form must list names, addresses and ages of your party.

### **BOOKING PERIODS:**

From 15.00 Saturday to 09.30 Saturday – short breaks and other periods by arrangement. Booking by telephone must be confirmed using the booking form.

### **PAYMENT:**

Bookings are confirmed on receipt of 30% deposit at the time of booking cost. The deposit must be paid within 3 days of the booking being placed. The balance of the booking will be due for payment 60 days prior to the booking commencement date.

### **CANCELLATIONS:**

Cancellations must be immediately notified to us in writing or email. The treatment of a cancellation will depend on the circumstances, the date the booking was made and when the cancellation is notified to us.

In all circumstances we will make every effort to minimize the cost of the cancellation by endeavouring to re-let the accommodation and in certain circumstances we will agree to change the dates of the original booking to other dates and this may be at an increased tariff depending on the holiday period selected. An administration charge for any agreed change will be made.

### **CANCELLATION CIRCUMSTANCES:**

**National Lockdown** – In the event of a Government Imposed national lockdown that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund.

**Regional/Local Lockdown** – In the event that the address given on the booking is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the lead booker and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

**Cancellation by you** – If you or any member of the intended party is unable or disinclined to travel for any reason – this includes but is not limited to illness (including COVID), a requirement or recommendation to self isolate, or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport.

These remain at your risk and do not give a right to cancel and receive a refund unless we re-let the cottage – other than in accordance with the sliding scale below – **YOU ARE STRONGLY RECOMMENDED TO TAKE OUT CANCELLATION INSURANCE WHICH COVERS MANY OF THE ABOVE EVENTUALITIES** (see details below) you accept responsibility for any loss you may incur due to your cancellation of the booking.

### Scale of cancellation and alteration charges

#### INDIVIDUAL COTTAGE BOOKINGS

Number of days before start of booking that notification of cancellation is received*	The percentage of total booking value payable by the customer
More than 60 days	5% of the booking cost
45-59 days	40% of the booking cost
30-44 days	50% of the booking cost
15-29 days	75% of the booking cost
3-14 days	90% of the booking cost
0-2 days	100% of the booking cost

#### GROUP BOOKINGS (ALL 3 COTTAGES)

Number of days before start of booking that notification of cancellation is received*	The percentage of total booking value payable by the customer
More than 90 days	5% of the booking cost
60-89 days	40% of the booking cost
45-59 days	50% of the booking cost
30-44 days	75% of the booking cost
3- 29 days	90% of the booking cost
0-2 days	100% of the booking cost

If it is agreed between the parties the dates of the holiday may be changed and an administration fee of £35 will be made.

On receipt of the cancellation, the above charts state the amount that the guest remains liable for at that time. Aish Cross Holiday Cottages will then use reasonable endeavours to obtain a replacement booking. In the event that we are successful in obtaining a replacement booking, we will refund to the guest the amount paid by the guest for the booking less the difference in price between the guests booking and the replacement booking if one is made.

It is the responsibility It is the responsibility of the guest to acquire suitable travel insurance for themselves and their party to cover the booking. Aish Cross Holiday Cottages strongly recommends

that the guest acquires suitable insurance to cover circumstances beyond the guests' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the guest or any of the party having Covid, the guest or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

### **Part Cancellation**

Part Cancellations – If any person(s) in your party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

### **Holiday Cancellation Insurance**

It is the responsibility of the Lead Guest to acquire suitable insurance to cover their holiday, which includes Cancellation and Curtailment Protection. There are several suitable options which may include, cover for Covid related cancellations. We are not regulated to sell, promote, endorse or recommend any insurance product – nor do we benefit financially or have any formal relationship with any of the suggested providers below:-

[www.gocompare.com](http://www.gocompare.com)

[www.coverwise.co.uk](http://www.coverwise.co.uk)

[www.postoffice.co.uk](http://www.postoffice.co.uk)

[www.staysure.co.uk](http://www.staysure.co.uk)

[www.allilanz-assistance.co.uk](http://www.allilanz-assistance.co.uk)

### **CANCELLATION BY US**

If Aish Cross Holiday Cottages is hindered or prevented by a Force Majeure event (please see definition below), Aish Cross Holiday Cottages may, at its sole discretion, offer you:

- i) a full refund; or
- ii) alternative holiday dates; or
- iii) such other remedy as Aish Cross Holiday Cottages considers appropriate with regard to the circumstances.

No additional compensation, expenses or costs will be payable.

### **Definition Force Majeure**

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:

- acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic;
- 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;
- nuclear, chemical or biological contamination or sonic boom;
- 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;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service.

### **3RD PARTY BOOKINGS**

All bookings made through 3<sup>rd</sup> party agencies – these Terms and Conditions above do not apply. Please refer to the 3<sup>rd</sup> party agencies Terms and Conditions applicable at the time of your booking.

### **GROUP BOOKINGS**

We reserve the right to refuse group bookings or other persons who in our opinion are unsuitable for the accommodation.

### **NO OF PERSONS**

The number of persons allowed in each cottage is as shown on the website. Babies in cots are allowed in addition. You must satisfy yourselves that the accommodation offered will meet your requirements and we make no representations regarding suitability for more than the specified occupancy.

### **KEYS**

The keys will be the responsibility of the hirer during their stay and any costs incurred through loss, damage, loss of access to the property or keys not being returned will be charged to the client in full.

### **COT, HIGHCHAIRS & STAIRGATES**

These are all available on request free of charge.

### **PETS**

Up to a maximum of two dogs are usually welcome. All dogs must be kept on a lead in the vicinity of the house, cottages and footpaths. You are required to clean up any mess for which your pet is responsible. Dogs are chargeable as stated in our Tariff payable at the time of booking. The Country Code must be followed particularly at lambing time and pets are not allowed upstairs on the beds or chairs. Pets must not be left unattended in the cottages at any time.

### **CARS**

There is ample uncovered parking, security lit at night. There is an EV Charging Point – the use of which is free of charge on a ‘first come – first serve’ basis.

### **BED LINEN & TOWELS**

All bed linen, tea towels and personal towels are included in the holiday price, but no bedding is provided for cots. At least one hair drier is provided in each bedroom.

#### **ELECTRICITY & GAS**

Included in the hire charge.

#### **LOGS**

There are log burning stoves. Logs are provided free of charge.

#### **LAUNDRY**

We have a laundry room which you are welcome to use free of charge.

#### **BBQ LODGE AND GAMES ROOM**

These are available for the enjoyment of our guests. However, children aged 12 and under must be accompanied at all times by a responsible adult. In view of Covid 19, we reserve the right to control the use of these facilities.

#### **LIABILITY**

Care must be taken by all guests at times. We do not accept responsibility for any damage to or loss of guests' property, cars or contents and you agree to indemnity and hold us harmless from and against all actions, proceedings and claims (including reasonable legal fees incurred in defending the same) arising from your acts or omissions (and those in your party) whilst in our premises.

#### **SMOKING**

For the benefit of all guests, we ask patrons not to smoke on the premises.

#### **ACCESS STATEMENTS**

Access Statements are available for each property and can be downloaded from our website.

#### **DATA PROTECTION**

Data Privacy Statement: We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of the best four- and five-star cottages in the UK) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us or proposing to book with us during the previous year, in order that these guests/potential guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise, which you can do at the point of booking by ticking the Marketing Notes box in the extras section. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on [info@aishcross.co.uk](mailto:info@aishcross.co.uk) and we will arrange for you to be removed from the mailing list.

Dated: 01.09.2023