



Herb Cottage

Gunthorpe, North Norfolk, NR24 2NS

TERMS & CONDITIONS

In these terms and conditions the following terms have the following meanings:

'Accommodation' means Herb Cottage.

'Agreement' means the agreement between **'The Landlord'** Mrs A Ryde and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

'Visitor' means the person named in the confirmation invoice.

1. Agreement

1. These Terms and Conditions are printed in the brochure and on the reverse of the confirmation Invoice. The making of a booking (unless cancelled within 7 working days of receipt of the confirmation invoice) will form an agreement on these Terms and Conditions between the Visitor and the Landlord for the holiday rental of the Accommodation.
2. The Landlord permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.
3. The Visitor will be responsible for all payments and for any damage, other than that covered under the non-refundable accidental damage waiver fee (see clause 13.3), whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.
4. If the Landlord has not heard back from the Visitor within 4 weeks it shall notify them again and if it has still not received confirmation within a further 4 weeks it shall have the right to terminate the booking. In such circumstances, the Landlord will only be liable for the return of the deposit. It is important in order for the Landlord to correspond with the Visitor that the Visitor keeps the Landlord notified of any changes in their contact details by writing to;

Mrs A Ryde, 47 Windmill Hill, Enfield, Middlesex EN2 7AE

or by calling 07803 591226 or 01263 861569 or e-mailing mail@herbcottage.co.uk

2. Booking and Payment Terms

1. For bookings made 6 weeks or more in advance, the booking for a holiday will be effective when a deposit of at least one third of the holiday price, (rounding up to the nearest pound sterling), has been received by the Landlord. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days. The full balance of the total holiday cost (including any increase made in accordance with these Terms and Conditions) will be payable not later than 6 weeks before the holiday begins.
2. For bookings made for a holiday less than 6 weeks away, full payment must be made at the time of booking.

All payments can only be accepted in Pounds Sterling

3. Cancellation

1. If a visitor wishes to cancel a booking it must give the Landlord notice in writing as soon as possible. A 100% cancellation charge will be payable. On receipt of the written cancellation the Landlord will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00 (fifty pounds) to cover office administration.
2. If, following a booking, the full balance is not paid on time, the Landlord shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by the Landlord then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

4. Landlord Right to Refuse/Alter

1. The Landlord may, at its discretion, refuse any booking.
2. The Landlord may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary:
 1. due to circumstances beyond the reasonable control of the Landlord; or
 2. to perform or complete essential remedial or refurbishment works.
3. If a booking is altered or cancelled by the Landlord due to circumstances beyond its reasonable control, The Landlord will return to the Visitor the relevant proportion of the money paid by the Visitor to The Landlord in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.
3. If a booking is altered or cancelled by the Landlord in order to perform or complete essential remedial or refurbishment works it shall offer the Visitor a cottage in the same or a higher price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

5. Maximum Numbers of Visitors

1. Occupation must be limited to two adults (minimum age 21).

6. Services

1. The holiday price will include all charges for water, & electricity. Visitors must comply with the instructions found in the welcome pack.
2. The Landlord will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:
 1. unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
 2. where such loss or damage is not a reasonably foreseeable result of any such breach; or
 3. where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the Landlord.

7. Pets

1. Pets are not permitted except in the cottages indicated.
2. Assistance dogs are permitted in the Accommodation and the restrictions and charges described in Clause 10.1 above do not apply to such dogs, however the Visitor must notify The Landlord of the intended presence of any assistance dogs prior to booking.

8. Landlord Right of Entry

1. As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. The Landlord and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.
2. The Landlord will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 - 15.00. If this is not possible the Landlord will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

9. Visitor Obligations

1. The Visitor will be responsible for all payments and for any damage, other than that covered under the non-refundable accidental damage waiver fee (see clause 13.3), whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.
2. The Visitor agrees to keep and leave the Accommodation 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. The Visitor must allow The Landlord and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.
4. 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 The Landlord or to any neighbours.

5. The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.
6. Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.
7. The use of candles or fireworks by the Visitor or his or her party at the Accommodation is not permitted. Use of barbecues is permitted on the terrace.

10. Damages and Security Charge

1. The Landlord recommends that Visitors hold personal insurance for accidental damage and personal liability.
2. If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to The Landlord immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.
3. All bookings will be subject to a non-refundable accidental damage waiver fee, in lieu of being required to lodge a sum of money to cover the cost of accidental damage during your holiday. This charge exempts you from having to pay for any minor accidental damage and/or breakages in, at or to the cottage up to the value of £500 per stay and is payable to us with your final balance. This charge is not obligatory and if you prefer not to pay the accidental damage waiver fee, you may pay a refundable damage deposit of £500 at the time of booking. The cost of any damages or breakages up to the value of £500 will be deducted from the deposit and the remainder refunded to you. If no damage or breakages happen during your stay, the deposit will be refunded to you in full within 4 weeks of the end of your stay. Whether you pay the non-refundable accidental damage waiver fee or the refundable damage deposit you will be responsible for the cost of any breakages and/or damage caused in excess of £500.

11. Occupation

1. The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.
2. The maximum occupancy of the Accommodation shall not be exceeded.

12. Water Supply

1. The Landlord cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of the Landlord's control.

13. Comments/Complaints

1. Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the Landlord by phone or email. Reasonable steps will then be taken to assist the Visitor.
2. The Landlord is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify The Landlord or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.
3. Visitors must provide a contact telephone number and suitable time for The Landlord to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of The Landlord to resolve problems or complaints. If despite contacting The Landlord the problem or complaint remains unresolved, the Visitor must contact the contact centre again. The Visitor must not independently move to other accommodation without first allowing the Landlord the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation or repayment.
4. Visitors must formally confirm any unresolved complaint in writing to The Landlord within 28 days of return from holiday, addressed to:

Mr A Ryde 47 Windmill Hill, Enfield, Middlesex EN2 7AE

14. Arrival and Departure Times

1. The Visitor and his or her party must arrive after the arrival time (3:00pm on the first day of the holiday period) and depart before the departure time (10:00am on the last day of the holiday period). The Landlord especially recommends arrival before 4pm in winter months where access to rural Accommodation is often made more difficult due to lack of local lighting. Any stay that extends over this period will be subject to a charge being made for additional days.
2. The Visitor will be issued with a key code to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.
3. Right to evict to Evict
4. The Landlord may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:
 1. this is deemed necessary by The Landlord where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or
 2. any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

*** PLEASE KEEP A COPY OF THIS FOR YOUR OWN RECORDS ***