

Please note – When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed by post or email.

Booking Terms and Conditions for Cranmer Country Cottages

CONTRACT

THE CONTRACT for a short-term holiday rental will be between the Cranmer Country Cottages Owners (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") in the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have 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.

PAYMENT

Bookings are CONFIRMED on receipt the deposit of 35% of the holiday cost. The deposit is payable at the time of booking. The balance of the rental will be due for payment 8 weeks prior to the holiday commencement date and we reserve the right to cancel a holiday where payment has not been received 8 weeks before the commencement date. We reserve the right to cancel a booking where payment has not been received 42 days before the commencement date, in which case the deposit is forfeit. If the booking is made within 8 weeks of the holiday start date the full rental will be required at the time of booking. If the booking is made within 14 days of the arrival date, full payment will be due and must be received within 24 hours of placing the booking. No entry to properties will be allowed without payment, in full, being cleared beforehand. Once you have a confirmed booking, (for clarity when you have paid the deposit), you are responsible for the full rental cost even if you subsequently cancel.

CANCELLATION

1. CANCELLATION BY YOU

- 1.1 If you change your mind and would like to cancel your booking, please contact us in writing as soon as possible. Please note that any refund given to you when cancelling your reservation may be subject to deductions, as set out in these terms.
- 1.2 If there are fewer than 90 days before the start of your stay, any refund we give you will be subject to:

- 1.2.1 any costs we have incurred in administering your booking or making specific arrangements for you (for example, where you have requested certain activities, additional facilities, etc.); and
- 1.2.2 our ability to find an alternative booking. <u>If we are unable to find an</u> <u>alternative guest for the period of your booking, we will not offer you a</u> <u>refund</u>. If we are able to find an alternative guest for the period of your booking, you will be entitled to a refund equal to the lesser of:
 - (a) the full cost of your booking, less our administrative charges described above; or
 - (b) the fee paid by the alternative guest for the accommodation, less our administrative charges described above, and

any refund under this clause will be made at check-in date of the original booking.

- 1.3 If there are more than 90 days before the start of your stay, and we are able to re-let your dates, we will refund you the deposit amount which may be less than you paid e.g. if the final letting price was discounted or only some of the days are re-let. If we are unable to re-let you remain responsible for the deposit and there will be no refund in any circumstances. You will be reimbursed at check-in date of the original booking.
- 1.4 Unless the circumstances described in clauses 1.2 or 1.3 apply, <u>we will not refund any</u> booking fees paid in the event of your cancellation for a Force Majeure Event (please see definition below). It is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of cancelling all or part of your stay with us and any associated costs.

2. CANCELLATION BY US

- 2.1 If Cranmer Country Cottages performance is hindered or prevented by a Force Majeure Event (please see definition below), Cranmer Country Cottages may, at its sole discretion, offer you:
 - 2.1.1 a full refund; or
 - 2.1.2 alternative holiday dates; or
 - 2.1.3 such other remedy as Cranmer Country Cottages considers appropriate with regard to the circumstances.
- 2.2 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:
 - 2.2.1 acts of God, flood, drought, earthquake or other natural disaster;

- 2.2.2 epidemic or pandemic;
- 2.2.3 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;
- 2.2.4 nuclear, chemical or biological contamination or sonic boom;
- 2.2.5 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;
- 2.2.6 collapse of buildings, fire, explosion or accident;
- 2.2.7 any labour or trade dispute, strikes, industrial action or lockouts;
- 2.2.8 non-performance by suppliers or subcontractors; and
- 2.2.9 interruption or failure of utility service.

CANCELLATION INSURANCE

We strongly advise that you take out comprehensive travel insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

PERIOD OF HIRE

You should not arrive before 4pm on the commencement date, and you must leave by 10am on the day of departure. This allows the accommodation to be thoroughly cleaned and prepared for incoming guests. Failure to depart by 10am will result in you being charged a further day's rental.

You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the Cranmer Country Cottages web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. All children over the age of 2 years must have an allocated bed. Any persons other than members of your party must not use the facilities; swimming pool, games room, outside play areas and games room at Cranmer Country Cottages.

BOOKINGS

Bookings cannot be accepted from persons under eighteen years of age.

We (Cranmer Country Cottages owners) reserve the right to refuse a booking without giving any reason.

You may in no circumstance re-let or sublet your booked cottage, even free of charge.

We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others.

CHILDREN

Children under 18 must be supervised by their parents/guardians at all times. Children must not be left alone in the cottages, gardens, play areas, courtyards, pool, tennis courts or games room.

PETS AND SMOKING

Smoking anywhere on the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by pets or smoking will be at the expense of you.

We only allow dogs in End Cottage, and only when have they been booked in and paid for. (£25 per dog, per stay/per cottage entered). Maximum two medium sized dogs are allowed in End Cottage which is off the main complex. Dogs are not permitted anywhere on the main site or in the car parking areas.

For further details please see Additional Terms and Conditions for guests bringing dogs to End Cottage (on our website and at the end of this document).

DRONES, FIREWORKS & CHINESE LANTERNS

Neither is allowed without our express written permission. We have livestock on our fields and our neighbours have livestock on theirs. Permission would not be unreasonably withheld.

SECURITY DEPOSIT

In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result.

We require security deposit monies to be held against your credit or debit card – preauthorised by you from 7 days before you arrive for your holiday. The monies will be released 24 - 48 hours after departure, once the property you have been staying in is checked and has been cleaned.

LIABILITY

Cranmer Country Cottages, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

Cranmer Country Cottages owners cannot be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the property owner's control. In the event that a source of reasonably obvious noise has been in existence prior to your arrival and Cranmer Country Cottages is informed of this, Cranmer Country Cottages will contact you to inform you of the disturbance. Cranmer Country Cottages cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry out any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the properties or on the adjacent garden patios. We do not permit use of fireworks or Chinese lanterns anywhere around the site. Please remember to lock the doors and close the windows when you leave your cottage unoccupied and at the end of your stay. Please return all keys back to the office at the end of your stay.

All inventory items must remain in the property it was in at arrival and not be taken to another property.

DAMAGES AND BREAKAGES

In the event that you notice damage in your accommodation please let us know immediately so that we can take the appropriate action. If there have been any breakages during your stay, we would be grateful if you could replace them or advise us before you leave. Please do not flush wipes, nappies or hygiene items down the toilet, we are not on mains drainage. If there is a blockage on the cottage drainage system, we reserve the right to charge a fee for drain clearance. The accommodation will be inspected at the end of the holiday & you may be charged for any loss or damage found.

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. The monies will be deducted from your pre-authorised security deposit.

Please note that in the event that any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you. A replacement electronic pool key is charged at £30.00. The monies will be deducted from your pre-authorised security deposit.

GROUP BOOKINGS

Group bookings are accepted in our communicating and adjacent properties. Cottages are grouped together for everyone's comfort and privacy.

Courtyard 1:

Owls Roost – Sleeps 8 – max 6 adults plus 2 children Owls Roost + Tern – Sleeps 12 – max 10 adults + 2 children Swallows Nest + Tern – Sleeps 14 – max 10 adults + 2 children Swallows Nest – Sleeps 10 - max 8 adults + 2 children **Courtyard 2:** The Eco barn – Sleeps max 11 adults or max 10 adults + 2 children The Eco barn + Coot – Sleeps 15 - max 13 adults + 1 child + 1 infant.

Larger bookings are subject to the whole site being booked exclusively with special permission of the owners who live onsite.

We require names and addresses for all members of your Group Booking party over the age of 16 years who are staying at Cranmer Country Cottages. A complete list of names and addresses must be received by us within 7 days of your booking being placed.

Group Bookings are accepted subject to us receiving a pre-authorised security deposit for each property to be held against a credit or debit card. The security deposit must be pre-

authorised 7 days before your arrival date. The monies will be released after the cottage has been checked and cleaned, usually 24 – 48 hours after departure.

We reserve the right to cancel any group bookings and refund payments that are made outside of the above terms or that will result in a Group Booking, that is not in accordance with the criteria set out above for Group Bookings.

The properties must be returned to a clean and tidy state at the end of the rental period. All household items must be returned to their original cottages and each cottage inventory must be correct on departure. Under no circumstances may more than the maximum number of persons stated on the Cranmer Country Cottages web site occupy the property. Every child over 2 years old must have an allocated bed.

CATERING SERVICES

We do not allow private chefs to use the facilities at Cranmer Country Cottages unless they have been approved by us and agreed to our Terms of Use. Please see our catering page for further information.

SWIMMING POOL USE

The swimming pool at Cranmer Country Cottages is strictly for the use of guests staying on site at Cranmer Country Cottages and not their friends or visitors. Pool use is subject to Cranmer Country Cottages receiving a signed copy and agreement to abide by our Pool Rules.

An electronic key is provided to gain access to the pool. Closure times of swimming sessions are clearly marked on a timetable adjacent to the entry door.

- The electronic pool entry key is issued to guests once we received a signed copy of our Pool Rules and Terms of Use. In signing the Pool rules and Terms you acknowledge that you have read them in full and understand fully and agree to our Terms of Use.
- The pool is available to you entirely at your own risk. We accept no liability for any accidents however caused.
- We do not provide a lifeguard.
- The pool is not available for infants under 12 months old. (See our Pool Rules Terms of Use)
- Infants must wear 'Splash About' neoprene happy nappies. <u>www.splashabout.com</u>
- All children under the age of 18 years must be accompanied by an adult.
- No inflatables, masks, flippers or balls allowed.
- No running along the pool sides or diving into the pool as it has a restricted depth.
- No food or drink to be consumed within any part of the pool or pool building.
- The pool timetable must be adhered to.
- No outdoor shoes to be worn beyond the boot lobby.
- No lone swimming.
- The door must not be wedged open.
- The electronic key must not be given to children under the age of 18 or loaned to anyone who is not a member of your party.
- We reserve the right to refuse guest entry to the pool if the pool rules are not adhered to or in the case of dangerous behaviour.

(This list of rules is not exhaustive please refer to our pool Rules & Terms of Use)

Wi-Fi is provided for the guest's reasonable use. It is rural broadband and has limitations and is subject to technical availability. The guest agrees to reasonable and lawful usage of this service.

RIGHT OF ENTRY

We (or our representative) shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return. You can contact us by phone or by email or at the office during regular office hours.

Any complaints not reported to us/the property manager at the time and only reported after the client has returned from holiday will not be considered by us/Cranmer Country Cottages.

OUR HOME

Cranmer Country Cottages is privately owned and is our home. We expect all guests to enjoy the facilities and treat our properties with the same respect that they would with their own house.

PRIVACY POLICY

We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

Information Collected

We do not collect any personal information from visitors to our website other than information that is knowingly and voluntarily given. Anonymous information is collected, such as the number of visitors to the website in a given period or details of properties and dates selected for online bookings, but it is purely statistical and cannot be used to identify an individual user.

Cookies are not used to collect any other information from visitors to the website.

Use of Information

The information collected may be used to contact you with further details of our current activities or to send details of future initiatives or events. It may also be used for research purposes. You can inform us at any time if you no longer require such information to be sent. 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 during the previous year, in order that these guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. We also provide them with the email addresses of guest enquiries. 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 <u>bookings@norfolk-luxury-cottages.co.uk</u> and we will arrange for you to be removed from the database.

Third Party Disclosure

We will NEVER pass any personal information on to any third party without your consent.

Data Security

We take appropriate measures to safeguard the information we hold from unauthorised access or improper use. Our database is stored in a secure, password protected location. Only

users authorised by us have access to this data.

Integrity of Data

We take all reasonable measures to ensure that the information we hold is accurate. In particular we use reliable collection methods and destroy or convert to an anonymous form, any out-of-date data. Individuals may request details of all personal information held by us so as to contest inaccurate or incomplete data, verify the information and have it corrected as appropriate.

Children

Our website is not targeted at children but in any event personal information will not knowingly be collected from children under fourteen years without parental consent.

Enforcement

Any queries relating to our collection or use of personal information should be addressed to lynne@norfolk-luxury-cottages.co.uk

Additional terms for people bringing their dog(s) to End Cottage

- On arrival please keep your dog(s) on the lead while you unpack and get your bearings. It'll take a few minutes and get to know the site and where the walks are. There is an area close to the cottages where you can let them off to stretch their legs. Our neighbors may have dogs too, so control is important at all times.
- Dogs are not allowed in the bedrooms but are allowed on the sofas on condition that you use the throws provided and keep the dog from contact with the soft furnishings. We provide a stair gate in the cottage which will help control where the dog(s) can wander in the cottages. We reserve the right to levy an extra cleaning charge if dogs have been on the beds or on the uncovered sofas and damaged sheets and chewed textiles or furnishings will have to be paid for.
- If you are part of a group booking, and your party has taken two or more cottages the dog(s) must remain in End Cottage where the dog(s) were booked into. If the dogs enter the other cottages the dog fee per cottage must be paid in addition as each cottage will need additional cleaning. The main complex is a dog free zone which includes parking areas, tennis courts and grounds.
- To avoid yellow patches on the lawns we provide you with "doggy rocks" to go in the water bowls. Please use these, they are not harmful to your dog but will protect our lawns.

- You must let us know in advance if you're intending on bringing your dog(s). All dogs must be booked in by prior agreement. Any dogs that have not been booked in may not be allowed to stay and you will need to book them into a local kennel. All dog(s) will be charged at £25 per dog per stay at Cranmer Country Cottages.
- Your dog(s) must not be left alone with free run of the property. Please bring your dog bed and a cage with you if you intend to leave your dog alone. We provide a guide of dog friendly pubs and restaurants and places to visit so that your dog can be with you as much as possible.
- We regret that dogs that bark continuously are not allowed at End Cottage. They will disturb the other guests.
- When you bring a muddy dog back from a walk, please clean them off using the outside tap and the coloured canine towels provided. Please on no account use the white towels provided for human use.
- Poop patrol! When you take your dogs for a walk, please pick up after your dog(s) including in our fields, as these are open to all guests. Please dispose of poops in the household waste bin, whatever the weather. We provide a free Dicky bag to carry the poops, free poo-bags. And remember to take bags with you to the beach and on walks.
- Dog poop must be wrapped and then placed in the household rubbish bin (black bin) Dog poop must not go in the recycling which must be clean and dry items only.
- End Cottage garden is enclosed so you can relax outside with your dog(s), the gates must be kept shut at all times.
- If you have a puppy please take extra care. They **will** chew the furniture or soft furnishings! Maintaining our quality grading is key to our business and we can't always repair things, it has to be replaced, we will have to charge you.
- The Countryside Code must be followed so please keep your dog(s) under close control at all times for their own safety as well as the comfort of others.
- The dog(s) are not allowed in the shared gardens or play paddocks to the rear of the properties on the main Cranmer Country Cottages complex.
- Please give the cottage a basic clean and remove as much of the dog hair as possible; if properties require serious additional cleaning, we will have to charge a £50 fee to cover the cost.
- Please do not take dogs into fields where there are animals. Please make sure you close any gates behind you.
- The woods immediately opposite Home Farmhouse (south) are private property belonging to a neighboring farmer and are out of bounds to guests. Please do not walk your dog(s) through this area.

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.