



**CRANMER**  
COUNTRY COTTAGES

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*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.*

# TERMS AND CONDITIONS

## BOOKING TERMS & CONDITIONS

### 1. THE CONTRACT

THE CONTRACT for a short-term holiday rental will be between the owners of 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 person whose name is on the booking form (referred to as the “Responsible Person”) agrees to take full responsibility for ensuring that all the following Terms and Conditions are adhered to by all members of the party. The Responsible Person must be at least 18 years of age at the time of booking and prior to arrival we must be provided with a full list containing the names and ages and contact details of all guests (which we will hold subject to Clause 24 below).

The Responsible Person must personally stay at the accommodation throughout the holiday and be at least 18 years of age at the time of booking. The names, addresses and ages of all members of the party must be shared with the Owners on request.

As our properties are located in England, you and we agree that the laws of England will govern our contract with you (the “Contract”). If any individual term or clause stated in these terms and conditions held to be invalid, impermissible or unenforceable permissible by law, the remaining terms shall be unaffected and shall remain valid.

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.

### 2. PAYMENT

Bookings are confirmed on receipt of the booking form and receiving the deposit of 40% of the holiday cost. The deposit must be made within 3 days of the booking being placed. The balance of the rental will be due for payment 42 days prior to the commencement date. If the booking is made within 42 days of the arrival date then payment will be due in full. No entry to properties will be allowed without

payment, in full, being cleared beforehand. If your payment has not been received 60 days before the commencement date we will assume that you wish to cancel.

### 3. CANCELLATION

Cancellations must be notified to and received by us in writing (preferably by email) and once received we will confirm and process your cancellation request.

**Bookings placed after 8 June 2020 have Cancellation Protection cover under our Master Cancel Policy if you cancel between 60 days and 2 days prior to arrival.**

We are protected by “**Master Cancel**” which removes the stress and worry from booking your holiday. You can cancel your Booking and obtain a **full refund** of the lodging costs you have paid for up to and including **two (2) days before the Holiday Commencement Date**. For example: if your Holiday Commencement Date is a Saturday, then you can cancel as late as the prior Thursday, but not Friday (one (1) day prior) or Saturday (the Holiday Commencement Date). However, we ask that you give us as much notice as possible about your cancellation.

If you cancel **later than two (2) days before the Holiday Commencement Date** then we cannot refund your Booking as we are no longer covered by “Master Cancel” and we will have incurred costs and are unlikely to be able to re-let our accommodation in such a short period of time.

For this reason, we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This will give you the peace of mind that you will get your money back if you need to cancel your holiday at almost the last minute. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

### 4. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)

We won't be deemed to be in breach of this Contract, or otherwise liable to you, by reason of any delay in performance or non-performance of any of our obligations in this Contract to the extent that such delay or non-performance is caused by circumstances beyond our reasonable control (for example if access to and use of our property is prevented by fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage, internet or other communications failure, blocked roads, war/terrorism, nuclear/radioactive disaster affecting us or our property) (these are sometimes referred to as “Force Majeure Events”)

If for any reason beyond our control **we** are forced to cancel your Booking (or bring it to an end early) due to a Force Majeure Event affecting us or our property we will refund you the full amount of your remaining lodging costs based on the time of your Booking remaining. This will be the full extent of our liability and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

### 5. SECURITY DEPOSIT

All bookings are subject to Cranmer Country Cottages holding a refundable, security deposit against each booked property. The security deposit is held against a guest's credit/debit card towards any damage, loss or loss of rental suffered by Cranmer Country Cottages as a result of the conduct of a guest or any member of the Guest's party or other person authorised to enter the property by the guest

or the guest's party.

The full amount of monies requested for the security deposit must be authorised by the cardholder against a valid debit/credit card at the time of booking; the tick box on the booking form must be ticked as authorisation. The deposit monies will be held by our card processor from the date when the guest pays the final balance for their holiday.

Each property is inspected after the Guest's departure by us. Cranmer Country Cottages aims to release the deposit monies held within 7-14 days of Guest departure from the property, provided no loss, damage or unreasonable cleanliness has been caused to the property, its contents, fixtures/fittings etc.

If any loss, damage or unreasonable cleanliness is identified, you will be notified of the value of such loss/damage and this will be deducted from the security deposit.

## **6. PERIOD OF HIRE**

You should not arrive before 4pm at the earliest on the commencement date, and leave by latest 10am on the day of departure. Failure to do so may 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.

## **7. NUMBER OF PERSONS USING THE PROPERTY**

Under no circumstances may more than the maximum number of persons stated on the Cranmer Country Cottages website occupy the property, unless by prior arrangement with the Owners, in which case there will be an additional charge at the Owner's discretion, and the arrangement must be confirmed in writing. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Cranmer Country Cottages.

## **8. GROUP BOOKINGS**

Group bookings are accepted in our communicating and adjacent properties on our main site out of peak summer holiday season. The organiser or leader will be responsible for completing party details and ensuring all guests are made aware of our Letting Terms and Conditions. For Group Bookings our properties are grouped and booked together for everyone's comfort and privacy.

Larger bookings ie: bookings for more than 12 adults are subject to the whole site being booked exclusively with special permission of the owners who live onsite.

We request that no items are transferred between cottages. Each cottage is equipped with the correct equipment for the number of persons in the cottage. Where this does occur, this will be deemed as additional cleaning and could affect your refundable holding deposit.

We cater primarily for family bookings – therefore single sex groups and/or younger parties may not find us suitable.

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 Grouped Property Bookings.

## **9. LIABILITY**

We, our employees, contractors, cleaners and other 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. Nothing in this clause shall exclude or limit any liability that we are unable to limit or exclude by applicable law, such as liability for death or personal injury caused by our negligence.

## **10. CARE OF THE PROPERTY**

You are responsible for the property and are expected to take all reasonable care of its electrical appliances, furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there 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. Any damages will have to be paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

## **11. DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand.

If you lose a door key or pool key, we will replace it upon you paying for the cutting of a new one.

## **12. Wifi**

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service. Cranmer Country Cottages is in a rural location and our broadband isn't super-fast. Expect download speeds of 2-3Mbps.

## **13. RIGHT OF ENTRY**

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

## **14. CARE OF YOUR PROPERTY**

Your vehicles and their accessories and contents, and any property and valuables you bring with you are left entirely at your own risk.

If you leave any property behind, we will use reasonable endeavours to return it to you, although we reserve the right to charge you in advance for any reasonable postal or courier costs. We may dispose of any unclaimed property after six (6) months.

## **15. 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.

## **16. DRONES, NIGHT LANTERNS AND FIREWORKS**

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are expressly forbidden as they are a fire hazard and can cause death or injury to local livestock.

## **17. ACCURACY OF DETAILS**

The brochure and website are as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities and services may alter. We reserve the right to alter or improve any of the subjects without notice.

## **18. CHILDREN**

Children under the age of 16 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.

## **19. 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.

## **20. USE OF THE FACILITIES**

The communal facilities are strictly reserved for the use of clients and the owners of the property. Any of the on-site facilities may be withdrawn from use in the event of any circumstances which deem the facilities unsafe or present any risk to health and safety. The facilities will be withdrawn in the event of any misuse or failure to comply with rules and procedures. Children under 16 years of age must be supervised by their parents at all times when using the communal facilities.

## **21. 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. In agreeing to our Terms & Conditions all guests agree to abide by our Health and Safety Rules for pool use at Cranmer Country Cottages. Use of the swimming pool is entirely at guests' own risk, no lifeguard, no lone swimmers, no unaccompanied children under the age of 16, no hoist. Infant swimming: infants must be over 6 months and we advise vigilance with regard to intake of pool water for infants under the age of 12 months (Salt water pool). All infants and young toddlers must wear close-fitting protective neoprene swimwear.

An electronic key is provided to gain access to the pool at prescribed session times – the times may vary depending on the season. Swimming is not permitted out of these times unless by special arrangement agreed by us. The pool may be closed for essential maintenance work, special functions

or for any other reason, as we may feel necessary. We reserve the right to alter the rules and access to the pool at any time and for any reason. Guests using our pool must agree to abide by the Pool Safety rules on our website and attached to the booking form.

## **22. PRIVATE WATER SUPPLY**

Water at Cranmer is supplied via our private borehole. The naturally hard water is treated using UV and water softening treatment and tested by our local council twice a year. The water is not suitable for ingestion by bottle fed babies (Including when boiled).

## **23. PETS**

We only allow dogs at Cranmer Country Cottages, and only in End Cottage, only when have they been booked in and paid for. (£30 per dog, per week or part week/per cottage entered). Maximum of 2 dogs allowed depending on size and breed. Dogs are not allowed in any of the properties on any part of the main Cranmer Country Cottages site, gardens or courtyards.

Dogs must be house-trained, kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property. Dog hairs are to be removed from carpets and all dog waste collected and disposed of. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required. When out walking within the property grounds/estate, you must ensure that dogs are kept on a lead except where indicated. They must not be allowed to disturb livestock, deer or game birds. We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to the accommodation for any reason, including if they are considered unsuitable in character, size or behaviour, or liable to be a nuisance or danger to other guests. Guests bringing dog(s) must agree to abide by the dog rules on our website.

## **24. REGISTERED GUIDE AND SUPPORT DOGS**

Registered guide and support dogs belonging to those with visual and hearing impairments are allowed in all properties even where the property description states that pets are not allowed. Customers with allergies should be aware that Cranmer Country Cottages cannot guarantee that a registered guide and/or support dog has not stayed in their chosen property nor can Cranmer Country Cottages accept any liability for any suffering which may occur as a result of such animals having been present.

## **25. DATA PRIVACY STATEMENT & COOKIE POLICY:**

See our Privacy Policy available on our website and here <https://cranmercountrycottages.co.uk/privacy-policy/>

See our Cookie Policy available on our website and here <https://cranmercountrycottages/cookie-policy/>

## **26. VAT**

VAT is included in the rental fee. If VAT rates change, Cranmer Country Cottages reserves the right to amend prices accordingly.

## **27. GENERAL**

In the event that any individual term or clause stated in these Terms and Conditions of Let is not permissible by law, the remainder of the agreement shall remain valid.

*Last updated: 2 October 2020*