

CRANMER COUNTRY COTTAGES

TERMS AND CONDITIONS

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

1. THE CONTRACT

The Contract for a short-term holiday rental will be between Cranmer Country Cottages (referred to as “us” or “we”) and the individual person making the booking (“Lead-Booker”) 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 referred to in clause 2. The contract will be subject to these booking conditions, and must be complied with. The “Lead-Booker” must be at least 18 years of age at the time of booking and prior to arrival we must be provided with a list containing the names and ages and contact details of all guests.

2. DEPOSIT AND PAYMENT

Your booking (“Booking”) may be placed over the telephone, by email or directly on our online reservation system. Where your Booking is communicated to us by telephone or by email, we will enter it onto our online reservation system, which will automatically generate a summary by email to the email address you provide in the online Booking form. However, that does not mean that your Booking is yet confirmed or that a Contract is yet in force between us and you.

Your Booking will only be confirmed and our Contract will only come into force once we have received payment in cleared funds of a deposit of thirty-five per cent (35%) of the full cost of your Booking (the “Deposit”).

The Deposit must be paid within three (3) days of the Booking being placed.

The balance of the rental will be due for payment sixty (60) days prior to your holiday commencement date (the “Holiday Commencement Date”).

If you paid the Deposit by credit or debit card, you authorise us to use the details of the same credit or debit card to settle the balance of the rental. We will only act on this authority if you have not contacted us prior to the Balance Due Date to arrange alternative payment of the balance.

If for any reason we are unable to take payment of the balance by the due date and you are unable to promptly rearrange payment (or we cannot get hold of you to arrange for payment to be made) we will be entitled to treat that as your intention to cancel the Booking. If your Booking is made less than Sixty (60) Days prior to the Holiday Commencement Date then

your Booking will only be confirmed and our Contract will only come into force once we have received payment in full for the Booking in cleared funds.

No entry to our properties will be allowed without payment, in full, being cleared beforehand.

We charge a booking fee payable at time of booking. The booking fee is non-refundable once the booking has been confirmed.

We accept payment by most major credit or debit cards and by bank transfer.

3. CANCELLATION

Bookings placed after 1 June 2020 and before the 8th January 2021 are covered under a different set of Terms and Conditions and are available by emailing bookings@norfolk-luxury-cottages.co.uk if these apply to your booking.

For Bookings placed post January 8th 2021 these new Terms and Conditions apply to cancellations.

a/ If your booking has to be cancelled because Cranmer Country Cottages is put under Government Restrictions and has to close and the period of closure covers Your booking **You will be refunded in full.**

b/ In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking **You will be refunded in full.**

c/ If your booking has to be cancelled because Cranmer Country Cottages has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) 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; (d) nuclear, chemical or biological contamination or sonic boom; (e) 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; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking **You will be refunded in full.**

d/ **Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Cranmer Country Cottages 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 rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

e/ Cancellations must be notified to Cranmer Country Cottages by phone and email and once received in writing we will confirm the cancellation request.

f/ Cranmer Country Cottages will apply the scale shown in the table below to bookings to determine the amount of the charge, which shall be a percentage of the total cost of the holiday.

| Number of days before start of holiday 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 to 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 |

*In order to ensure speedy receipt, and thereby processing, of cancellations, Cranmer Country Cottages recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Cranmer Country Cottages. Any amounts due for refunding will be made within 14 Days.

h/ On receipt of the cancellation, the above Charts state the amount that the Customer remains liable for at that point in time. Cranmer Country Cottages will then use reasonable endeavours to obtain a replacement booking. In the event that Cranmer Country Cottages is successful in obtaining a replacement booking, Cranmer Country Cottages will refund to the Customer the total amount paid by the Customer for the booking less the 5% Booking Fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled and relet for £900, means that the original Customer will be refunded as follows, £1000 - 5% booking fee equals £950, - £100 rebooking shortfall, = Refund of £850.

i/ It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Cranmer Country Cottages strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' 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 customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like

Trailfinders: <https://www.trailfinders.com/insurance#/step1> or <https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx> or www.gocompare.com

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.

4. PERIOD OF HIRE

The period from the Holiday Commencement Date to the day of departure set out in the Booking (the “Holiday Departure Date”) is the “Holiday Period”.

Unless expressly agreed by us in writing, you should not arrive before 4pm on the Holiday Commencement Date, and you must leave and vacate the property by 10am on the Holiday Departure Date. 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 for a longer period except with our express written agreement.

The Contract to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties.

This Contract relates to a “holiday let” the purpose of which is to confer on you as a holidaymaker the right to occupy our property for a holiday only. You shall not be entitled to any private residential tenancy or other tenancy, assured short hold or assured tenancy, lease, licence or other right to occupy, nor shall you obtain any security of tenure under any applicable law including but not limited to Housing Act 1988 now or at the end of the Holiday Period. You may not sub-let the property.

In the event that you are required, in accordance with guidelines imposed by the UK Government in relation to the disease known as coronavirus disease (Covid-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)), to self-isolate at the property you will be responsible for the cost of (i) any additional nights out with the Holiday Period and (ii) rehousing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

5. THIRD PARTY SUPPLIERS (chefs etc)

a/ If you want to use the services of a third-party supplier whilst staying at Cranmer Country Cottages you must ask and receive written permission to do so. This may be for a chef, beauty treatments, (Cranmer Country Cottages has a pre-authorised list of private chefs and beauty treatments), swimming teachers, baby-sitters etc.

b/ Cranmer Country Cottages would need to see the third-party supplier's public liability insurance, and any other related/required certification. Cranmer Country Cottages will then seek approval from Cranmer Country Cottages' insurers to allow the third-party activity to take place.

c/ If all insurances and certification are satisfactory to Cranmer Country Cottages and our insurers, permission to invite these suppliers to Cranmer Country Cottages will not be unreasonably withheld.

d/ Cranmer Country Cottages does not accept liability for the activities of these third-party suppliers.

6. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use our accommodation or facilities.

7. 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 "Lead-Booker" 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 15 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.

8. OUR LIABILITY

Cranmer Country Cottages, its employees, contractors 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. 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.

9. CARE OF THE PROPERTY

You (“Lead-Booker”) and your party 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 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 our properties.

You must ensure the property is securely locked when not occupied by you.

10. DAMAGES & BREAKAGES

You (lead-booker) are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. Any damages or breakages will have to be paid for in full on demand within seven (7) days of notification in writing (although we would not charge you for the odd glass or plate). We recommend that you have appropriate insurance in place to cover this.

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

11. RIGHT OF ENTRY

We 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.

12. ACCIDENTAL DAMAGE DEPOSIT/SECURITY DEPOSIT

The Accidental Damage Deposit is due with the balance of the Holiday Cost. The monies will be held against your (“lead-booker”) payment card and will only be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of the Booking by you or other members of your party. The balance of the Accidental Damage Deposit will be returned to you within 7 working days of the departure date. Where such costs exceed the Accidental Damage Deposit you agree to pay such excess to us promptly and in any event within 14 days of being notified.

13. 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.

14. 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.

15. 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 booking Terms & Conditions all guests agree to abide by our Health and Safety Rules for pool use supplied at time of booking and available on our website.

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 secure close fitting protective neoprene swimwear.

An electronic key fob is provided to gain access to the pool at prescribed session times. The key fob is issued to the "Lead-Booker" on the understanding that you and your party understand and agree to abide by our Pool Safety Rules at all times. The key fob is the responsibility of the "Lead-Booker" the key fob is not transferable and should not be handed to any unaccompanied children or anyone outside of your booking group.

Pool session times and availability 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. Before using the swimming pool facility at Cranmer Country Cottages guests must agree to abide by the Pool Safety Rules on our website and attached to the booking form. <https://www.norfolk-luxury-cottages.co.uk/cottage-swimming-pool/#1505292934389-Of11ee33-f5fa>

16. WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

17. 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 during your stay to give us the chance to resolve it. We live onsite, and will do our best to resolve any problem where practicable. We value your custom and want you to return.

18. 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.

19. DRONES, NIGHT LANTERNS AND FIREWORKS

The use of drones is not allowed on our site and farmland 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.

20. PETS

We only allow dogs in End Cottage, and only when have they been booked in and paid for. (£30 per dog, per stay). One dog is allowed in End Cottage. We may allow more dogs to stay but this must be agreed in writing before arrival.

Bookings that include pets are taken on the condition that all flea and worming treatments are up to date and we reserve the right to ask for written evidence of such treatment.

You are not permitted to leave pets unattended at the property at any time we require that pets remain on the ground floor and off furniture at all times – this is stated on the website property page for End Cottage. You, as pet owner, will be responsible for removing any evidence left by your pet and reimbursing us for any damage caused

Dogs are not permitted in any other properties owned by Cranmer Country Cottages or on the main holiday complex or within any of the shared grounds.

Guests bringing a dog(dogs) to End Cottage agree to abide by our **Additional Terms and Conditions for guests bringing their dog(s) listed on the website End Cottage property page**. <https://www.norfolk-luxury-cottages.co.uk/holiday-cottages/end-cottage/>

21. 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.

Guests 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.

22. 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 endeavors 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.

23. 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/>

24. VAT

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

25. GENERAL

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

Cranmer Country Cottages V4b

February 2020

