# <u>Terms and conditions of your booking with Philip Trafford (trading as Puddle Duck Cottages)</u>

# 1. When a legally binding contract is made

1.1. Once you have made a booking (in person, by telephone, email or other means), an agreement, which incorporates our terms and conditions, is formed between us, which is a legal contract.

### 2. Payment

- 2.1. A deposit is payable immediately after making a booking (the amount of deposit will be agreed at the time of booking).
- 2.2. The balance of the cost of the holiday is due six weeks before you arrive. No reminders will be sent.
- 2.3. For bookings with an arrival date fewer than six weeks ahead, the full payment is due on booking.
- 2.4. We will not send you confirmation that your payments have been received unless you request this specifically.
- 2.5. If payments are not received when due we reserve the right to re-let your week without informing you.
- 2.6. By providing credit/debit card details you are entitling us to deduct any sums due under your booking, and any associated contracts you enter into with us, using these credit/debit card details. You may contact us at any time to provide different valid card details for future sums due should you so wish.

#### 3. Cancellation and insurance

- 3.1. Once you have booked your cottage(s), our agreement with you is a legal contract even if you have not paid a deposit.
- 3.2. If you inform us that you wish to cancel your booking we will try to re-let the cottage but if the cottage cannot be re-let you will be liable to pay the full cost of your booking (less a reasonable allowance for costs that we will not now incur eg cleaning and heating), even if you cancel without having paid the full amount.
- 3.3. If we succeed in re-letting the cottage for all or part of the period of your booking, you will be liable only for the difference, if any, between the full cost of your booking and the rent received from the re-let less a reasonable charge for remarketing and any additional costs incurred by us eg additional cleaning. In calculating any difference for which you might be liable we will take into account any deposit you have paid.
- 3.4. We strongly recommend that you take out cancellation insurance for your holiday.

#### 4 Arrival

- 4.1. Your cottage will be ready for you from 4pm on the day of your arrival unless otherwise agreed in advance.
- 4.2. Please do not arrive earlier, as we will be busy preparing cottages and may not be available to welcome you.
- 4.3. Please note that if you are arriving on a day other than a Saturday your cottage might be available before 4pm but please check and agree this with us in advance.
- 4.4. Please let us know if you will be arriving after 6pm.

### 5. Departure

- 5.1. Please vacate your cottage by 10am on the morning of your departure. To assist our cleaners please leave the property in a clean and tidy condition.
- 5.2. If you are departing on a day other than a Saturday you might be able to depart later than 10am but please check and agree this with us in advance.

# 6. Pets

6.1. Some dogs are accepted with prior arrangement but this must be agreed before booking. Preferably only one dog.

- 6.2. All dog hairs should be removed before the cottage is vacated.
- 6.3. Dogs are not allowed in bedrooms or on furniture and must not be left unattended in the cottage.
- 6.4. Any damage caused by dogs will be treated in the same manner as general damages and breakages.
- 6.5. We advise bringing old cloths or blankets to clean the dog before entering the cottage.

## 7. Damage and breakages

- 7.1. You are responsible for paying to remedy any breakages or damage you cause to the cottage and its contents. Please report these as soon as possible during your stay or we reserve the right to send you an invoice which will also include an administration charge of £25.00.
- 7.2. Occasional damage and breakage is unavoidable and for this reason we do not normally charge for minor breakages (e.g. glassware, crockery) provided these are reported before you leave (there is no need to report minor breakages immediately).

## 8. Complaints

8.1. Should you find any faults or problems with the cottage or have any complaints during your stay please advise us of these immediately (rather than at the end of your stay) so that any appropriate action can be taken.

## 9. Unavailability of cottage

- 9.1. We will only cancel your holiday if the cottage is unavailable for reasons beyond our reasonable control or (because this is a family-run business) in extenuating family circumstances.
- 9.2. We will attempt to offer you alternative accommodation either with ourselves or other accommodation providers in the area. If this is either not possible or is unacceptable to you then we will refund to you all monies paid for your booking. Our liability to you will not extend beyond this refund.

#### 10. Website and brochure

10.1. We make reasonable efforts to ensure that the information and cottage descriptions contained on our website and in our brochure and accompanying leaflets are accurate but we reserve the right to make changes and we accept no liability for inaccuracies.

#### 11. Liability

11.1. We do not accept liability for damage, loss or injury unless caused by proven negligent act or omission of ourselves, our employees or contractors, or agents of the same, whilst acting in the course of their employment. This include loss or damage to vehicles and their contents, and to the personal possessions you bring with you.

# 12. Your stay

- 12.1. We reserve a right of access to the cottage at any time during your booking.
- 12.2. For insurance reasons bookings are not interchangeable. For the same reason the property should not be sub-let nor should the number of persons in occupation exceed the sleeping accommodation provided.

#### 13. Smoking

13.1. Smoking is not allowed inside the cottages.