

## Booking Conditions

**1. Agreement** - Crabpot Cottages arranges short term holiday rental of the properties advertised on their website, including marketing, booking and liaising services as agents for the legal Owners of the relevant property. The contract for renting the selected property is between you and the Owner and it incorporates and is subject to these booking conditions. By making a booking you are deemed to have made an offer to enter into a contract with the Owner for the letting of the selected property in accordance with the booking conditions. The booking will be deemed accepted once Crabpot Cottages issues confirmation to you of the booking. The booking is subject to these terms and conditions which are governed by English law and the exclusive jurisdiction of the English courts.

**2. Payment** - A deposit of 30% of the total cost (or other mutually agreed sum, which may from time to time alter at our discretion) will secure the booking, and needs to be made within 48 hours of the date the booking is acknowledged by Crabpot Cottages. The booking will be held for that time but not fully secured until the deposit is received. The balance of the total will be due for payment eight weeks before the start of the holiday. (or a lesser time should we deem appropriate) If the booking is made within eight weeks of the start of the holiday the full amount for the booking will be due. The Accidental Damage Waiver is payable on balance.

Failure to make full payment of the balance in the time period stated above will result in the booking being cancelled and the deposit being forfeited (unless prior arrangements have been made with Crabpot Cottages).

All payments will be acknowledged by Crabpot Cottages and reminders sent for balance payments.

A £24 booking fee, which is non refundable in any circumstances, is payable on booking.

**3. Accidental Damage Waiver** - This is a requirement when booking properties with Crabpot Cottages.

The Accidental Damage Waiver is a non- refundable payment of £18. The Accidental Damage Waiver covers the costs of making good any loss or damage to the property and/or its contents caused through act or omission during the period of Hire by you or other members of your party up to the value of the £150 for the booked property. Where any such damage caused exceeds this amount, you agree to pay to the Agency, acting on behalf of the Owner, upon written

demand, any reasonable costs incurred in making good any such loss or damage above the predetermined amount. The Accidental Damage Waiver is not available on breaks longer than 14 nights. The Accidental Damage Waiver is NOT a liability or travel insurance and we strongly advise you to take out your own travel insurance.

**4. Cancellations** - The Hirer must inform Crabpot Cottages immediately if they wish to cancel their booking.

If the Hirer cancels their booking more than 8 weeks before the commencement date, the Deposit will not be refundable. If Crabpot Cottages relets the property for the same time period for a sum equal to the amount of the original holiday we will refund the hirer their deposit paid, less a £40 admin fee.

If the Hirer cancels their booking within eight weeks of the holiday commencement date the Hirer will remain liable for the full cost of the hire of the property for the holiday period. If Crabpot Cottages relets the property for the same time period for a sum equal to the amount paid we will refund the Hirer the full amount paid, less a £40 admin fee.

We strongly advise Hirers to take out their own cancellation insurance. We cannot insure guests holidays for illness or inability to travel apart from our Covid 19 cancellation policy. (see below)

**Covid 19 Cancellation Policy** - Crabpot Cottages aim to be as flexible as we can regarding Covid 19 cancellations. Therefore exceptions will be made for last minute cancellations in regard to local lockdowns or National Restrictions on travel being in place preventing you from travelling. You will receive either a full refund or be offered new dates convenient to you. In the event of a rescheduled holiday costing more than the original amount, the difference shall be payable by the Hirer.

**5. Hirer's Responsibilities** - The Hirer is responsible for the property hired and is expected to take care of it and keep it in the same condition and repair as found on arrival. Please leave all equipment, utensils etc, and the property itself, clean and tidy at the end of your stay. All damages/breakages must be reported as soon as they occur. Crabpot Cottages reserves the right to charge for any serious damage/ breakages/extra cleaning which is deemed outside the normal wear and tear, and over and above the Accidental Damage Waiver limit of £150 and Hirers and their guests are deemed jointly and severally liable.

The Hirer is required to observe and adhere to the requests and instructions in the individual properties. Whilst these are kept to a minimum, there is a **no smoking policy**, including e- cigarettes, in every property which must be adhered to.

The Hirer must not use the property or allow its use for any dangerous, offensive, excessively noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the property neighbours. This would be deemed a serious breach of the Booking Conditions and Crabpot Cottages has the right to terminate the Booking with immediate effect in this instance.

**6. Arrival and Departure** - The properties will be ready for your arrival after 4pm and need to be vacated by 10am on your day of departure to allow for a full clean and changeover, unless otherwise agreed with Crabpot Cottages. Earlier arrivals and later departures are sometimes possible but this will depend on adjacent bookings and is at the discretion of the owners or Crabpot Cottages. If housekeepers are delayed due to the late departure of the hirer and their guests a late checkout charge of £50 will be applied.

**7. Numbers of people occupying a property** - Under no circumstances may more people stay at each property than there are bed spaces and not exceeding the number of occupants as per the property description. This is an important insurance requirement. The number of guests in the original booking confirmed by Crabpot Cottages cannot be exceeded without notification to Crabpot Cottages before the commencement of the hire period. Infants under the age of 2 years at the start of the Rental Period may also stay if sleeping in a cot.

**8. Keys and Directions** - Key and arrival arrangements will be provided by Crabpot Cottages to the Hirer before the commencement of hire period. Hirers will receive a digital guidebook to the property 14 days before commencement of their holiday.

**9. Fuel and Electricity** - Electricity and gas charges are included in the cost of renting all the properties. All beds will be made up and towels provided. If the property you are staying in has a woodburner please check that fuel is provided as this varies from property to property.

**10. Complaints** - In the event of a complaint it must be brought immediately to the attention of the owner/ manager of the rented property who will endeavour to rectify the problem as soon as possible, to ensure the continued enjoyment of your holiday. Should this not be possible please contact Crabpot Cottages as soon as possible and in all instances before the end of your period of hire. Complaints cannot be addressed if notified after the hire period.

11. **Property rules** - Each property has its own set of polite requests for guests but all properties do not allow smoking inside. Please familiarise yourself with these when you receive your digital guidebook.

12. No firearms, weapons of any kind are to be brought into any of the properties

13. No illegal substances of any kind are to be brought into any of the properties.

14. **Electric vehicles** are becoming increasingly common and we want to ensure they can be catered for wherever possible. Not all properties will have a suitable and safe place to charge vehicles, so it is recommended you check prior to booking if this is an essential requirement. We strongly advise that you only use designated charging points (where available) and manufacturer approved cables for charging any vehicle when at the property. Owners hold the right to charge additional fees if charging is felt to be excessive and/or refuse to allow electric vehicles to be charged if they do not think it is suitable/safe to do so. Please inform us at the time of booking if you have an electric vehicle

Any damage to the electric system at the property through incorrect use, overload of the system or the use of a standard extension cable will be the responsibility of the hirer. Should damage occur the costs of repair are the responsibility of the hirer and are not covered by the Accidental Damage Waiver.

15: **Covid 19** - If any of your party shows symptoms of Covid 19 whilst you are in a Crabpot Cottages property you must let us know immediately and vacate the property and return home. Self isolation is not permitted in any of our properties. Our Covid 19 departure procedures must be carried out, these are included in your digital guide book. No refunds will be due from Crabpot Cottages or owners for holidays that have had to be curtailed for any reason.

16: **Dogs** – Dogs are welcomed in many of Crabpot Cottages properties on the proviso that you do not allow your dogs onto any soft furnishings, do not allow them onto beds or to leave them unattended in a property at any time. Please clean up after your dog and double check the garden area before you leave. Guests will be charged a £25 fee if dog mess has to be cleaned up. Dispose of your dog poo bags responsibly in a designated dog poo bin.

Guests with Allergies Relating to Pets.

Please note that an Assistance Dog may have stayed in a chosen property even though it does not accept pets. The owner may have a pet that occasionally stays with them. The owner or Crabpot Cottages cannot accept any responsibility or liability for suffering, damages or losses

which may occur as a result of such an animal being present. The owner and Crabpot Cottages cannot guarantee and make no warranty that the property will be completely free of pet hair,.

17: Crabpot Cottages/The Owner take every care to ensure the accuracy of the Property descriptions. All information in marketing material and on Crabpot Cottage's website is given in good faith and is believed to be correct at the time of going to press, but Crabpot Cottages/ The Owner cannot be held responsible for changes beyond their control. Please be aware that if a Property is advertised as having an enclosed garden, this does not necessarily mean a secure garden. It may be enclosed by hedging or open style fencing. The Owner and Crabpot Cottage's description of a property shows what amenities that property has. If you require specific information about what is and is not available at the property, please contact us before booking.

18: The Contract of Hire is made on the understanding that the Property will be available for the dates stated. In the unlikely event that a Property is not available during the period of the Booking as a result of a Force Majeure Event or if the Hirer cannot legally travel to the Property as a result of a Force Majeure Event, then either (i) Crabpot Cottages/The Owner may be forced to cancel the Booking and you will be advised as early as possible or (ii) you must inform Crabpot Cottages as soon as possible as to the Force Majeure Event and its effects on your ability to legally travel to the Property.

In the event of such a cancellation, or in the unlikely event that the Owner is forced to cancel the Booking due to circumstances or events outside their reasonable control, the Hirer will have the choice of the following options:

- to transfer the Booking to a later date free of any administration charges, subject to availability - the Hirer will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;
- to obtain a refund of the amount already paid for the Booking (after deducting any administrative charges that apply to a Booking, such as the booking fee).

The Hirer will have to contact Crabpot Cottages in order to access these options.

The Hirer will not as a result have any further claims against Crabpot Cottages or the Owner.

## **19. OUR LIABILITY**

As Crabpot Cottages act only as agents for the Owner, Crabpot Cottages cannot accept any legal responsibility for any act or neglect on their part or of anyone representing or employed by them. Further, Crabpot Cottages cannot accept any liability for any problems or faults with or in any Property. The Owner is solely responsible for providing the accommodation and for the safety of all guests. Crabpot Cottages accepts no responsibility for personal injury to, or death of, any guests, or loss of or consequential loss or damage to their property, or for other matters over which Crabpot Cottages has no control, except to the extent such personal injury or death is caused by the negligence or wilful default of Crabpot Cottages.

Other than in relation to any liability which it is not possible to exclude at law, the Owner's and Crabpot Cottages liability for any claims arising out of or in relation to the Contract of Hire is limited to the amounts paid by the Hirer pursuant to the Contract of Hire.

## **20 - Guest Safety.**

Your safety whilst staying in a property is important to us. Whilst the Owner has taken every care to provide a safe environment, no liability is accepted for injury to hirers and guests staying in any property, save where this can be shown to be as a result of the negligence the owner. Hirers and guests are expected to behave in a circumspect manner at all times with regard to their and others safety, and to abide by any house rules, including rowdy behaviour and excessive noise.

Parents or guardians are responsible for the safety of children. Parking caravans or pitching tents in gardens or grounds is specifically prohibited unless agreed with the owners prior to arrival. Guests should familiarise themselves with fire exits.

If guests have any special requirements or concerns these should be discussed with Crabpot Cottages before booking.

Owners and their agents have the Right of Entry to a property at any reasonable time with forward notice to the hirer to carry out inspection or maintenance.

## **21- Property Amenities**

WiFi and Phone Reception. Please note we cannot guarantee the speed of the broadband at any particular property. Internet and phone signal can be patchy in coastal and rural areas. We will attempt to help resolve technical issues to the best

of our ability, but are unable to guarantee on the reliability of WiFi connection or mobile phone signal for the duration of your stay.

Whilst the properties are all well maintained we cannot guarantee the availability of a particular appliance or TV or amenity due to breakdowns or malfunction. We will attempt during your stay to rectify any issues but this cannot be a guarantee.

All prices where stated include VAT where applicable.

Our Data Protection and Privacy Policy can be found on our website.