

## **Birch House Cottage – Terms and Conditions of Holiday Let Bookings**

### **1. General**

**The following terms and conditions (T&C's) shall apply to any booking which is made by you (the holiday maker) and us (Birch House Cottage) for a short-term holiday let at Birch House Cottage. By making a booking you agree to abide by these terms and conditions.**

A booking will only be deemed to be valid and confirmed when the required booking fee and / or final payment(s) has been made in line with the terms of payment below.

The booking is for short term, self-catering holiday let purposes only, and specifically limited to the dates and times stipulated when making the booking, and does not signify the existence of any tenancy agreement.

The person who makes the booking and is named on the booking is deemed to be the “responsible person” and must be at least 18 years of age and be one of the guests staying at the cottage. As the person who has contracted to the booking, they will also be responsible for the actions of the other holiday makers, settling of payments, and the primary contact if necessary for any other matters related to the booking.

***The holiday let booking is personal to the person who is named on the booking, and cannot be transferred to another person without our express written permission, nor can the accommodation be sub-let to another party for the whole or part duration of the stay. Furthermore, the property cannot be used for commercial purposes, trading or financial gain of any type during the booking.***

### **2. Payments**

Payments can be made by credit or debit card or by direct bank transfer. Payment instructions are provided when you make a booking request.

A non-refundable booking fee must be paid at the time of the booking for any booking made where the holiday start date is more than 28 days from the holiday start date. If this booking fee is not made at the time of the booking, and you fail to respond to our requests for payment, then the booking is unconfirmed and may be cancelled by us to free up the dates for other guests.

The remaining balance falls due 28 days from the holiday start date. This date and balance will be shown in your booking confirmation. We will contact you by email with a reminder and payment instructions approximately 7 days before the payment is due. If the balance payment is not made on time without prior contact from you and arrangement of an agreed delay, then we reserve the right to cancel the booking to free up the dates for other guests.

For bookings made less than 28 days from the holiday start date, the full balance must be paid at the time of the booking. If the payment is not made at the time of the booking, then the booking is unconfirmed and may be cancelled by us to free up the dates for other guests.

No entry to the property will be allowed without payment in full in line with the above schedule.

### **3. Cancellation, Refunds and Reschedules – initiated by the holiday maker.**

***Please note that most major insurance companies in the UK offer annual domestic travel insurance policies that are valid for multiple trips over a 12-month period, with prices starting at less than £25 per year. Some banks and credit card companies even offer this type of cover as a free add on.***

***We strongly advise that you consider taking out such a policy to protect you against possible cancellation of this and any other UK holidays that you may plan to take.***

All bookings are subject to payment of a non-refundable booking fee (more than 28 days from booking date to holiday date) with balance payment to be made 28 days from holiday start date, or full payment (less than 28 days from booking date to holiday date) in accordance with section 2. These payments are non-refundable once made.

Should you wish to cancel or reschedule your holiday for any reason after paying the booking fee, but before paying the balance, then you will forfeit the non-refundable booking fee. If we are forced to cancel your holiday after you have paid the booking fee, but before you have paid the balance (for example because you do not pay the balance when due), then you will forfeit the non-refundable booking fee.

For holidays cancelled or rescheduled by you for any reason within 28 days of the holiday start date, all payments made (booking fee and balance) cannot be refunded.

*In the event that we are able to re-sell a booking which has been cancelled within 28 days of the holiday start date then we may, at our absolute discretion, make a partial refund of the amount paid. For absolute clarity there is no contractual right to such a payment as stated above.*

Any cancellation request made by the holiday maker must be in writing so that there is no dispute as to the number of days' notice which has been given. Once such a request has been received the cancellation will be enacted and the dates will be available for re-letting by other holidaymakers.

#### **4. Cancellation, Refunds and Reschedules – initiated by Birch House Cottage.**

In the highly unlikely event that your holiday needs to be cancelled by us for any reason (other than your own failure to make the required payments, or your own request to cancel the booking as detailed in section 3) such as a serious problem at the cottage or in the local area which means it is not possible to stay there, then we will notify you at the earliest possible opportunity, and you will be entitled to a full refund of all money paid for the booking in full settlement of the cancellation.

***We regret that we cannot pay additional compensation or damages other than a full refund of the amount paid against your booking if we have to cancel your holiday for reasons that are outside of our control (force majeure). The amount paid for the booking is therefore the limitation of our liability to you in this instance.***

#### **5. Prices and Facilities**

Prices are shown clearly on our website and when you make a booking and may be revised by us from time to time. The price at the time that you make your booking will be fixed and will not be subject to any changes in the event that our published prices are subsequently amended.

The price for your booking will be clearly shown to you when you begin to make a booking request, and this is the full price that you will pay for a maximum party size of 2 adults and 2 dogs.

There are no extra charges for things for cleaning (exception see below) or for the dogs. Bed linen and towels are provided (beds fully made up for your arrival) along with a "welcome pack" containing a small quantity of single serve tea, sugar, coffee and milk, a small number of Tassimo pods, and a starter pack of logs, kindling and fire lighters for the log burner.

**It is not expected or intended that these supplies will last for the duration of your stay, which you have booked on a self-catering basis, but rather to help you to settle in and so that on your first day and night you don't need to worry about a trip to the shop.**

The facilities that we offer are clearly and accurately stated on our website and our Facebook page and the pictures are a true reflection of the facilities and fixtures of the cottage. We reserve the right to replace and renew items in the cottage to an equal or better standard to that which is shown in any pictures provided this is not to the detriment of the holiday experience.

**If items are NOT listed on our website and Facebook page (e.g., a garden, washing machine or dishwasher) then this is because these things are NOT provided. If you have any specific questions about the facilities, we would urge you to ask these prior to making a booking.**

## **6. Electrical Safety**

The electrical installation in the cottage is tested and certified by a suitably qualified individual at 5 yearly intervals in line with EICR recommendations. Portable electrical appliances in the cottage are PAT tested annually to ensure their safe working order.

If guests bring any portable electrical equipment with them to use in the cottage, then it is the guests responsibility to ensure the equipment is in good and safe working order and to unplug such appliances when not in use. By plugging in and using in their own appliances, the guest accepts liability in the event that such an appliance causes a fire or damage to the cottage.

***Please note that we do not provide electric vehicle (EV) charging facilities at the Cottage, and nor do we allow guests to connect a charging lead into the cottage through an open window or door, as this would pose a security and fire risk.***

***If you are travelling in an EV then we suggest you familiarise yourself with the nearest charge stations, as these are likely to be fewer and further away than in major towns and cities.***

***We do not allow the charging of e-bikes, electric scooters and other similar devices at the cottage due to occasional reported problems with rechargeable batteries becoming faulty and catching fire and we prohibit the use of portable plug-in heaters at the cottage due to the risk of overheating and fire.***

## **7. Occupancy Limits**

The cottage has one bedroom with a king-sized bed, and an open plan downstairs and maximum occupancy of the cottage is 2 adults and up to 2 dogs. We do not allow children, toddlers or babies because of the lack of stair gates and also the risks associated with the log burner which gets incredibly hot during (and for some time after) use.

***These occupancy limits are an important term of your booking, and over occupancy is not allowed for any reason and would be a breach of your booking T&C's which would allow us to terminate your booking, before or during your stay.***

## **8. Fire Safety**

A pre-check in information pack will be sent to you approximately 7 days before your holiday starts. As well as lots of useful information about the Lakes and things to see and do, it contains comprehensive information about important safety aspects at the cottage, including safe use of the log burner, the location of the fuse box, water stop tap, fire blanket, fire extinguishers, smoke alarms, heat alarm, carbon monoxide alarm and torches.

**We take fire safety very seriously. It is important that you read this information, and that for the log burner in particular that you follow the instructions when using this appliance to avoid injury to yourself and damage to the property.**

**Please do familiarise yourself with the location of all of the provided safety equipment, which is provided to assist you in making a safe exit from the cottage in the event of a fire, and please do not tamper with, interfere, or remove any of this safety equipment as that presents a risk to yourself and to future guests.**

As noted in section 6, we prohibit the use of certain plug-in appliances including, but not limited to electric vehicles, e-bikes, scooters and portable plug-in heaters, and any costs associated with fire or damage caused by unauthorised use of such appliances will be billed to the guest.

Candles are also a major source of fire, and so we prohibit the use of candles, tea lights and ethanol burners at Birch House.

***PLEASE NOTE – fire-fighting equipment is provided for your safety and to assist your exit in the event of an emergency. We do not expect guests to tackle a fire, unless the fire is very small and localised and only then if the guest feels safe and competent to use the fire extinguisher and / or fire blanket to put out the fire.***

***In the event of any fire, please notify us as soon as possible, after calling the fire brigade (999) if necessary, giving the location as 1 Birch House, Brow Edge, Backbarrow, LA12 8QJ. Our “what3words” location is “clean.baker.fewest”.***

#### **9. No Smoking (including e-cigarettes, vapes etc), no drugs**

For the enjoyment of our guests, we have a strict no smoking (including e-cigarettes, vape devices) and no drugs rule at Birch House Cottage, and in consideration of non-smoking guests and we expect our guests to fully abide by this policy.

Our cleaners do a thorough clean of the cottage on the day of your departure. If they encounter evidence of smoking or drug use when they do so then they will have to undertake extra cleaning to prepare the cottage for the next guests.

***If this happens then we will be charged extra by our cleaners and we will pass this charge on to you.***

#### **10. Damages and Breakages**

The cottage is thoroughly cleaned and checked by our cleaners at the end of every stay, and so we expect it to be in a very good and clean condition when you arrive and for everything to be in full working order with no breakages.

***In the highly unlikely event that this is not the case then we ask that you contact us immediately (ideally on the day of arrival) so that we can address any issues or breakages by rectifying them as soon as possible. We will happily ask our cleaners to return to the cottage if you are not happy with it upon your arrival.***

Damage or breakages reported by you part way through your stay, or after your booking is complete may not be able to be resolved during your stay.

You are expected to take reasonable care of the property, its fixtures and fittings for the duration of your stay. Accidents do happen, and if any damages or breakages do occur during your stay, please do notify us so that we can rectify them before the next guests arrive.

***We reserve the right to recover reasonable costs from you for damages and breakages caused by your party, or not advised to us and found at the end of your stay, although minor inconsequential damage such as a broken glass or cup will not be billed.***

## **11. Liability**

Subject to the restrictions of law, we cannot accept any responsibility for loss or damage or theft of your personal property, including your vehicle, for the duration your holiday, or for injury or death other than if proven to be caused by our negligence.

You are responsible for your personal possessions during your stay and upon check out, and if we or our cleaners do identify that any property has been left behind, we will contact you for your instructions on how you would like these items to be returned.

This will be at your cost and any loss in returning these items shall not be our liability. Please pay particular attention to mobile phone chargers as these are often left behind, and not cost effective to return. Any food and drink products left at the cottage will be disposed of by our cleaners.

Please also note that if you have signed into any apps on the Smart TV which may allow for billable downloads, such as Amazon Prime, it is your responsibility to sign out of these before your departure, and we cannot accept any liability if you fail to sign out and a subsequent guest uses these services.

We cannot accept liability for failures of 3<sup>rd</sup> party suppliers to the cottage, for example Wi-Fi or digital TV signal, although we will of course attempt to rectify these issues if they are reported to us.

## **12. Dog Policy**

We welcome up to 2 well behaved dogs at Birch House Cottage, at no extra charge. These must be included on your booking. Please contact us if you have forgotten to add them.

Out of respect to non-dog owners and to protect our furniture, we do ask that you do not allow your dogs onto the couch or bed. If you are unable to prevent your dog from doing so then we ask that you bring your own throws to protect our furniture and bedding, and if needed please do bring your own dog bed / crate for sleeping.

***Please note that we do not have a garden, however there are an abundance of fields and walks in the immediate vicinity of the cottage for exercise and toilet breaks.***

If your dog is anxious or restless then we also ask that they are not left unattended in the cottage when they may be likely cause damage as a result of their stress. Any damages caused by your dog should be reported to us and will be charged for.

We also advise all dog owners to be aware of certain things when holidaying and walking their dogs in the Lake District – this includes the need for protection from ticks and the risks of blue green algae blooms in the lakes at certain times of the year, along with requirements to keep dogs on a lead in certain areas where they may come into contact with livestock. This advice is for the safety and wellbeing of your dog and to maximise your enjoyment of your time in The Lakes.

### **13. Check In and Check Out**

***Key collection details will be provided in the pre-check in information pack that is supplied approximately 7 days before your holiday starts. Check in time is 3.00pm on day of arrival and check out is at 10.00 on day of departure.***

Upon arrival we fully expect the cottage to be clean and welcoming and ready for you to enjoy your holiday (see section 10 in the event that there are any problems) and we regularly receive positive feedback on the condition, cleanliness and facilities that we offer.

Upon departure we ask that you leave the cottage in a reasonably clean and tidy condition, including, things like throwing away unused food, emptying the bin in the kitchen and not leaving dirty crockery and cutlery in the sink, and if possible, stripping the bed linen so that it can be easily gathered together for washing.

We do not expect our guests to do a deep clean of the cottage, and these small things are not compulsory but are greatly appreciated as they will allow our cleaners to concentrate on cleaning rather than tidying up the cottage.

### **14. Complaints and Compensation**

We hope that you will enjoy your stay at Birch House Cottage and that everything is as good, or better, than you would expect it to be. Every effort is made by ourselves and our cleaners to ensure that you have a relaxing, enjoyable stay.

If you do experience any problems with the cottage or its facilities when you arrive, or during your stay, at the cottage then please do bring them to our attention at the earliest convenience (ideally on day of arrival) so that we can attempt to address and resolve them during your stay. We will happily ask our cleaners to return to the cottage if you are not happy with it upon your arrival.

If issues are raised that cannot be resolved during your stay and have a significant bearing on your enjoyment then we will offer you a reasonable refund for the impact on your holiday.

As per clause 4, the maximum amount of compensation we shall be liable for would be the full amount you have paid for your booking.

***If you fail to notify us of any problems before the end of your holiday, or with insufficient time for us to address the matter, then no claim for compensation can be accepted.***

**These terms and conditions form the basis of the contract for the short-term holiday let booking which you make at Birch House Cottage. In the event of any dispute which arises and cannot be resolved amicably then the matter will be subject to the jurisdiction of the laws of England and Wales.**

***By proceeding with your booking and your holiday you are deemed to have read and accepted these terms and conditions.***

***Birch House Cottage terms and conditions – October 2023.***