

Cambridge Country Cottages Limited

Est. 2016

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Eye Hall, Clayhithe Road, Horningsea, Cambridge CB25 9JD.

Company No. 10455448 | VAT No. 317 6860 83

Cambridge Country Cottages Booking Terms and Conditions

Please take the time to read these Booking Terms and Conditions, we appreciate that it is tempting to skip the content but these things are important. We have written the Booking Terms and Conditions to describe clearly booking policies and procedures and to clarify the contractual relationship between you and Cambridge Country Cottages Limited.

If you require any help or advice please contact us.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 Accommodation: the period of time for which Cambridge Country Cottages Limited provides accommodation at the Property to You as set out in the Booking and agreed by Cambridge Country Cottages Limited;

1.1.2 Booking: your request for the Accommodation as made via our website booking form or over the phone;

1.1.3 Check-in Date: the date (and time) on which the Accommodation will begin and the Property will be made available to you;

1.1.4 Event Outside Our Control: is defined in clause 10;

1.1.5 Property: the property as defined within the Booking;

1.1.6 Property Specific Terms: specific restrictions applicable to a Property as provided to You by Cambridge Country Cottages Limited;

1.1.7 Terms: the terms and conditions set out in this document, the Property Specific Terms and any other terms provided to you by Cambridge Country Cottages Limited; and

1.1.8 We/Our/Us: Cambridge Country Cottages Limited, a company registered in England and Wales with company registration number 10455448 whose registered office address is Eye Hall, Clayhithe Road, Horningsea, Cambridge, CB25 9JD with VAT number 317 6860 83.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We provide the Booking and the Accommodation to you.

2.2 The Property is only the property as detailed in the Booking and cannot be changed with any other property.

2.3 Please ensure that you read these Terms carefully, and check that the details on the Booking and in these Terms are complete and accurate, before you submit the Booking. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.4 These Terms will become binding on you and Us when you have made the required payment, at which point a contract will come into existence between you and Us.

2.5 If any of these Terms conflict with any term of the Booking, the Booking will take priority.

2.6 The maximum number of people who can stay in the Property will be notified to you as part of the Booking process. You promise that you will not exceed that number.

2.7 You promise that you will arrive at and leave the Property at the dates and times in the Booking (unless you notify us otherwise and we agree the same in advance). Your Accommodation will not be available at any time outside of the check in and out times unless this has been agreed between us in advance. This will be charged at a rate of £20 per hour and payment has to be paid in advance.

2.8 Whilst We keep our illustrations, photographs and other imagery as up to date as possible, any illustrations, photographs and other imagery displayed are for illustrative purposes only and subject to change.

2.9 The activities that may be shown in Our literature are outside Our control and are not supplied by Us. If you wish to carry out any activity at or near the Property, we strongly recommend that you book the activity with the relevant provider.

2.10 You confirm that you are over the age of 18.

2.11 Once your Booking has been confirmed, We agree to provide your Accommodation in accordance with clause 4.

2.12 You can cancel this contract in accordance with clause 11.

3. CHANGES TO BOOKING OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

3.1.1 changes in how We accept payment from you;

3.1.2 changes in relevant laws and regulatory requirements; or

3.1.3 if We have a valid commercial reason to do so.

3.2 If We have to revise these Terms under clause 3.1, we will give you at least 14 days written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 11.

3.3 You may request a change to the Booking for Accommodation by contacting Us. Any changes to the Booking:

3.3.1 are permitted at the sole discretion of Us;

3.4 If you wish to cancel a Booking before the Check-in Date for Accommodation, please see your right to do so in clause 11.

4. PROVIDING ACCOMMODATION & RESTRICTIONS

4.1 We will supply the Accommodation to you for the period set out in the Booking.

4.2 The maximum number of people who can stay in the Property will be notified to you as part of the Booking process. You may not exceed that number.

4.3 We will make every effort to make the Accommodation available to you on time. However, there may be delays due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.

4.4 If you do not pay Us for the Accommodation when you are supposed to, access to Accommodation will not be permitted.

4.5 Pets are only permitted in the Property if agreed by Us in writing and if you turn up with a pet that has not been agreed you will be refused entry to the Property and will not receive a refund if you are unable to make an alternative arrangement for the pet to stay away from the Property.

4.6 Additional charges may be due in respect of pets – these will be notified to you in advance of the Booking.

4.7 Smoking is strictly prohibited at the Property.

4.8 Broadband internet access is offered in all properties. A minimum speed, unrestricted bandwidth nor uninterrupted provision of an internet access service can be guaranteed and We will be liable for any form of compensation or expenses claimed by any guest in respect of the provision of internet services not being available or failing.

4.9 You shall take proper care of the Property and its contents during the Accommodation and may receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which it is found at the beginning of the Accommodation.

5. PRICE AND PAYMENT

5.1 The price of the Accommodation will be set out at the time you place your Booking and when We confirm your Booking.

5.2 Payment may be made by debit card, credit card, or bank transfer.

5.3 Bank transfers must be in cleared funds by the deadlines for payment as set out in this agreement.

5.4 Cheques may not be used for payment of any sums due under this agreement.

5.5 Any bank or transfer charges shall be borne by you.

5.6 Payment may only be made in the currency as shown in the Booking.

5.7 Where VAT is chargeable, it is included in the sums given. If the rate of VAT changes between the date of the Booking and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Accommodation in full before the change in the rate of VAT takes effect.

5.8 You must pay a minimum deposit of 30% of the total cost of the Accommodation at the time you place your Booking and the balance of the price at least eight weeks before the Check-In Date, unless the Check-In Date is less than eight weeks from the date of the Booking, in which case the full balance of the price must be paid at the time you place your Booking.

5.9 If you fail to pay the balance of the cost of your Accommodation by the date required your booking will be cancelled.

6. LEGAL RIGHTS

6.1 As a consumer, you have legal rights in relation to Accommodation not offered to you with reasonable skill and care, or if the Service is not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6.2 The full extent of Our liability is as set out in the Agreement at section 7.

7. OUR LIABILITY TO YOU

7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Our breach or if they were contemplated by you and Us at the time this contract was entered into. For the avoidance of doubt, We are not responsible for any transport and/or alternative accommodation costs.

7.2 We only supply the Property for domestic and private use. You agree not to use the Property for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you do wish to use the Property for a commercial purpose, please contact Us.

7.3 We do not limit its liability to you for;

7.3.1 breach of the terms implied by section 2 of the Supply of Goods and Accommodation Act 1982 (title and quiet possession); and

7.3.2 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Accommodation Act 1982 (description, satisfactory quality, fitness for purpose and samples).

7.4 The Owner does not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings or vehicles, howsoever caused.

8. EVENTS OUTSIDE OUR CONTROL

8.1 No party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for

performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 days, the parties not affected may terminate this agreement by giving 5 day's written notice to the affected party.

8.2 Should any event or circumstance beyond Our reasonable control occur which means the Property cannot be provided to you, We will inform you as soon as possible so alternative accommodation or a refund can be arranged for you.

8.3 Due to Coronavirus (COVID-19) now being a known event, standard terms and conditions will apply to cancellations for bookings taken on or after March 23rd 2020. Should the lockdown be extended over your booked dates, we will arrange for your stay to be postponed but cannot offer a refund.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 You may cancel a Booking for Accommodation 36 days or more before the Check-In Date and receive a 100% refund for the total amount you have already paid. You must contact Us in writing confirming your cancellation 36 days or more before the Check-In Date and We will then confirm your 100% refund in writing.

9.2 You may cancel a Booking for Accommodation between 29 days and 35 days before the Check-In Date and receive a refund for 70% of the total amount you have already paid. You must contact Us in writing confirming your cancellation between 29 days and 35 days before the Check-In Date and We will then confirm your refund in writing.

9.3 You may cancel a Booking for Accommodation between 22 days and 28 days before the Check-In Date and receive a refund for 60% of the total amount you have already paid. You must contact Us in writing confirming your cancellation between 22 days and 28 days before the Check-In Date and We will then confirm your refund in writing.

9.4 You may cancel a Booking for Accommodation between 15 days and 21 days before the Check-In Date and receive a refund for 40% of the total amount you have already paid. You must contact Us in writing confirming your cancellation between 15 days and 21 days before the Check-In Date and We will then confirm your refund in writing.

9.5 You may cancel a Booking for Accommodation between 8 days and 14 days before the Check-In Date and receive a refund for 15% of the total amount you have already paid. You must contact Us in writing confirming your cancellation between 8 days and 14 days before the Check-In Date and We will then confirm your refund in writing.

9.6 If you cancel a Booking for Accommodation 1 week or less before the check in date you will not receive a refund.

9.7 Where you have cancelled a Booking because of Our failure to comply with these Terms or if We change these Terms under clause 3.1 and you elect to cancel the contract (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

9.8 Once you have accessed the Property or the Check-In Date has passed (whichever is earlier), you may only cancel the contract for Accommodation by giving Us written notice if We:

9.8.1 break this contract in any material way;

9.8.2 go into liquidation or a receiver or an administrator is appointed;

9.8.3 change these Terms under clause 3.1 and you elect to cancel the contract; or

9.8.4 are affected by an Event Outside Our Control.

10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

10.1 We may have to cancel a Booking before the start date for the Accommodation, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Accommodation. We will promptly contact you if this happens.

10.2 If We have to cancel a Booking under clause 10.1 and you have made any payment in advance for Accommodation that have not been provided to you, We will refund these amounts to you.

10.3 We may cancel the contract for Accommodation at any time with immediate effect by giving you written notice if You:

10.3.1 do not pay Us when you are supposed to; or

10.3.2 break the contract in any other material way.

11. INFORMATION ABOUT US AND HOW TO CONTACT US

11.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning +44 (0) 7765 153 262 or by email to fiona.eyehall@gmail.com.

11.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send an email to fiona.eyehall@gmail.com. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail to the address you provide to Us in the Booking.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We will use the personal information you provide to Us to:

12.1.1 provide the Accommodation;

12.1.2 process your payment for Accommodation; and

12.1.3 inform you about similar products or services that We provide. You may stop receiving these at any time by contacting Us.

12.2 All data you provide to us will be treated in accordance with our Privacy Policy.

13. OTHER IMPORTANT TERMS

13.1 You acknowledge that We may enforce any and all of the Terms of this agreement against you.

13.2 Except for You and Us, no other person shall have any rights to enforce any of its terms. No-one other than such individuals as are listed in the Booking may enjoy the Accommodation.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

13.5 These Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Thank you for taking the time to read through the Terms and Conditions.