

COVID-19 BOOKING PROTECTION

For any new bookings made from Thursday 4th June, which may be prevented from going ahead due to government restrictions forcing holiday cottages to remain closed, guests can either:

- Be moved to a new date of their choice (subject to availability) within the subsequent 12 months.
- Receive a full refund, minus the administration fee of £10.

Booking conditions

Reservations of all holiday accommodation whether made by telephone, email, in person, in writing or from the internet are accepted by Zoe Dunford, hereinafter referred to as The Owner, on the following conditions.

1. CONTRACT OF HIRE

The hiring contract will be between you the Hirer and The Owner of the property for which the booking is made and shall be deemed to be made subject to these Conditions of Hire. The Contract of Hire is governed by English law and jurisdiction and is not effective until The Owner dispatches to the Hirer written confirmation of the holiday booking. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 18 years of age.

2. INITIAL PAYMENT

Bookings will be reserved upon receipt by The Owner of the required deposit payment of 30% of the total holiday cost, comprising cottage rental and any additional charges – e.g. Byfords hamper, plus a booking fee. If the booking is made within eight weeks of the holiday commencement date, the full accommodation rental will be required at the time of booking. Web bookings can be paid online through the secure payment system. Deposits and balances can also be paid by debit card, BACS transfer or cheque.

3. BALANCE PAYMENT

The Balance of the Hire will be due for payment eight weeks before the holiday commencement date. On receipt of the Balance Payment, advice on key collection arrangements and directions to the property will be sent to the Hirer. The Owner reserves the right to cancel a holiday where full payment has not been received more than 14 days after the due date. The deposit paid on the booking is non-returnable.

4. PAYMENT BY CHEQUE

Cheques should be made payable to Zoe Dunford with the property name written on the back.

5. CONFIRMATION OF BOOKING

Once The Owner has issued a Confirmation of Booking, the Hirer is responsible for the total published price of the holiday let and extras as shown on the confirmation. Amendments to bookings, where applicable, will be subject to an administration fee of £20. The Owner reserves the right to adjust prices quoted in on the website, on details to properties, or on the Airbnb listings due to errors or omissions.

6. BOOKING CANCELLATION

If you are forced to cancel your holiday you must inform The Owner as soon as possible. The day we receive your notice to cancel is the date on which we will cancel your booking with the owner. If you cancel your booking you will remain liable for full payment.

We recommend that all guests consider taking out a travel insurance policy, which may provide cover in the event of a cancellation.

Upon receipt of the notice of cancellation, The Owner will look to re-let the accommodation for the booked period. If The Owner is successful in re-letting the accommodation, we shall refund a sum equal to the Rental Fee received for the re-letting, less the initial deposit and a sum equal to any dates not able to be re-let. If The Owner is unable to re-let the accommodation, then the Hirer is deemed liable for the total rental price of the accommodation shown on the Confirmation of Booking.

7. BOOKING FEE

The Owner charges a booking fee of £10. Returning guests and guests who book via email and BACs will not be charged a booking fee.

8. PETS

Sea Pink and Hut-next-the-Sea do not accept pets.

The Beach Hut accepts dogs. Bookings that include pets are taken on the understanding that all flea and worming treatments are up to date. Please remember that they should not be left unattended. You, as pet owner, will be responsible for removing any evidence left by your pet and reimbursing the owner for any damage caused. Please show consideration for guests visiting after you have gone home and bear in mind that some parts of Wells beach do not permit dogs.

9. AMENITIES

The use of accommodation and amenities is entirely at the users' risk and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings. However, The Owner does not seek to exclude or limit legal liability for the negligence of their servants or agents.

Further, the Owner will not be liable to you, any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstance.

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. The Owner holds 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.

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.

10. PARTY NUMBERS/COMPOSITION

In no circumstances may more than the maximum numbers of persons, as stated on the website, occupy a property. The Owner reserves the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. Further, where properties specify a minimum age limit for customers, in no circumstances may any persons under the specified age limit, as stated on the website, occupy a property. The Owner reserves the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. The Owner reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

11. YOUR RESPONSIBILITIES

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. If a property is not left clean and tidy, any additional cleaning costs will be charged to the hirer. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed. The property must be vacated by 10.00 am on the day of departure, along with any parking provision.

12. DAMAGE

All damages and breakages are the legal responsibility of the Hirer and should be reported immediately and before the end of the holiday. 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 Hire by you or other members of your party shall be payable on demand to the Owner who may also, at their discretion, refuse further bookings. The Owner has the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). The Owner reserves the right to repossess the Holiday Home at any time where you or any member of your party has caused damage, and in such circumstances the Owner shall not be liable to make a refund of any remaining portion of the hire terms paid.

13. LITERATURE

The Owner takes every care to ensure the accuracy of the property descriptions. All information in The Owner's marketing material and on the The Owner's website is given in good faith and is believed to be correct at the time of going to press, but the Owner cannot be held responsible for changes beyond their control, which may become known after publication of this literature. In addition, whilst properties may be described as non-smoking or no pets, this cannot be guaranteed. The Owner's description of a cottage shows what amenities that property has but generally does not state what is not in the self-catering property.

14. AVAILABILITY

The Hiring Contract is made on the understanding that the holiday home and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of the Owner then the Owner may be forced to cancel the booking and you will be advised as early as possible. Where possible, you will be offered suitable alternative accommodation, which, if not acceptable, will entitle you to a refund of all monies due. You will not as a result have any further claims against The Owner. Please note that reservation requests are not confirmed bookings until we have accepted a deposit.

15. PROPERTIES WITH CHARACTER

The properties may show signs of damp, particularly in long spells of wet weather. The Owner does their best to ensure that the background heating is kept on sufficiently to compensate, even when the property is empty. Condensation can be alleviated by opening windows and allowing the air to circulate. If you have any concerns, please talk to us at the time of making your reservation. Also, please remember that should traditional property features (steps or small bathrooms, for example) be a problem for any member of your party, you must consider and mention this prior to booking.

Please remember that properties in the country do attract spiders and therefore cobwebs. It does not mean that the cottage is dirty or has not been cleaned as cobwebs can be spun almost as quickly as they have been cleaned away! In rural areas please be tolerant of the sounds and scents that you may encounter, they are all a part of the countryside experience!

16. COMPLAINT PROCEDURE

If the Hirer wishes to make a complaint about anything connected with the hire of the property, they should contact The Owner as soon as reasonably possible prior to departure. In the event the Hirer does not have phone reception at the location where they are staying, the Hirer must make reasonable efforts to make a call from a nearby public telephone or send us an email.

In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied the Owner of the property the opportunity to address the issue during the Hirer's stay.

The Owners of the property cannot accept responsibility for work taking place outside the boundary of the property, or for noise or nuisance resulting from third party activity over which the Owners of the property have no control.

We aim to provide a high level of customer service and want all of our customers to be completely happy with their holiday. In the unlikely event that you have any issues with your

accommodation, please get in touch with us as soon as possible during your stay so that we can do our best to put it right.

Hirers have the right to refer a complaint to the EU's Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/odr>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

17. DATA PROTECTION

The Owner will process your data in accordance with the [Data Protection Act 2018](#)

At all times your data will be held securely and protected in line with The Owner's obligations under UK data protection legislation. Your party names and contact details will only be used by the Owner in order to allow the Owner to manage your holiday and give you the best possible experience.

18. LEGAL

If a court finds part of these Conditions of Hire or any contract to which they apply illegal, the rest will continue in force. Each of the paragraphs of these Conditions of Hire 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.

In the event of any dispute between parties it shall be referred to the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is situated.

These Booking Conditions supersede any previous issues.