

# *The Stables at The Rookery*

Terms and Conditions  
Updated June 2020

## **In these terms and conditions:**

'The Cottage' means The Stables or The Coach House.

'The Rental Fee' means the amount to be paid by the Occupant for the Holiday Period.

'The Deposit' means the 25% of the total cost paid upon making a Booking (minimum deposit £100).

'The Holiday Period' means the period from 4pm on the Commencement Date until 10am on the Departure Date.

'The Occupant' means the persons renting the cottage.

'The Owner' means Jenny and Owain Cole.

## **Payment Due Dates**

The Occupant must pay the Owner the Deposit at the time of booking the Holiday Period and the balance must be paid 30 days prior to the start of the Holiday Period. If the booking is made less than 30 days before the commencement of the Holiday Period the Rental Fee must be paid in full at the time of booking.

If the balance of the Rental Fee is not paid when due, the booking is deemed to be cancelled and our cancellation policy applies.

## **Cancellation**

Cancellations must be immediately notified to us and confirmed in writing. The treatment of a cancellation will depend on a) the date the booking was made, and b) when the cancellation is made:

**Bookings placed after 12 June 2020** (for holidays commencing after 1 August 2020) have **Cancellation Protection** cover under our Master Cancel Policy if you cancel up to 2 days prior to arrival.

If you cancel up to and including 2 days before check-in date, you will receive a full refund of the Rental Fee you have paid. Only Rental Fees are refunded. Additional extras, including but not limited to cleaning fees, tax and other ancillary charges are not refunded. The refund payment for a cancelled booking will be released back to the cancelling guest on the scheduled date of check-out of the original booking. Cancellations made 1 day prior to, or on the day of check-in will not be eligible for refund. Example: for a check-in on Friday you could cancel the prior Wednesday before 16.00 and be reimbursed in full, but not on Thursday (1 day prior) or Friday (day of check-in). For this reason we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This is available at very affordable rates, and gives you the peace of

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mind that you will get your money back if you need to cancel your holiday. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

You will be reimbursed at the check-out date of your original booking.

**Bookings placed before 15 April 2020 are not cancellation protected**, meaning that if you cancel before the date the balance is due, and we are able to re-let your dates, we will refund you the deposit amount (which may be less than you paid – e.g. if the final letting price was discounted or only some of the days are re-let) less an administration fee of 10%.

If we are unable to re-let you remain responsible for the Deposit and there will be no refund under any circumstances. You will be reimbursed at check-out date of original booking. From 30 days before check-in to the day of check-in, you remain responsible for the full rent and there will be no refund unless we are able to re-let your dates, in which case we will refund you all or part of the sum you have paid, depending on the value of the replacement booking, less a 10% administration fee. You will be reimbursed at check-in date of the original or replacement booking, whichever has the later arrival date. We would strongly advise that guests take out a travel insurance policy which covers booking cancellations. This is available at very affordable rates and gives you the peace of mind that you will get your money back if you need to cancel your holiday. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

### **Circumstances on site beyond the control of the owner**

If for any reason we have to cancel your booking in advance due to circumstances beyond our control at our site – for example fire, flood, or destruction/damage to the property – then we will at our sole discretion seek to find you comparable accommodation for your dates, or will offer you alternative dates, a full value voucher, or we will refund the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be relocated/credited/refunded part of the booking fee value based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

### **Early Departure**

If the Occupant vacates the Cottage before the end of the Holiday Period of their own volition no refund will be made.

### **General Terms and Conditions**

A maximum of 2 adults plus one baby under six months can be accommodated in The Stables and in The Coach House.

No pets are allowed in the The Stables.

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A maximum of 2 well behaved dogs are allowed in The Coach House. Guests must notify us in advance if they wish to bring dogs to The Coach House. We will charge a fee of £25 per dog per booking.

These terms and conditions are granted by the Owner to the Occupant for the Holiday Period and are not intended to create the relationship of Landlord and Tenant between the parties.

The Occupant shall not be entitled to a new tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon determination of these terms and conditions.

The Owner permits the Occupant to occupy the Cottage for the Holiday Period for the Rental Fee, payment of which is required in advance, together with use of the furnishings, kitchen equipment, crockery, glasses, bedding and towels as described at [www.rookerystables.co.uk](http://www.rookerystables.co.uk).

The Holiday Period will commence at 4pm on the Commencement Date and the Occupant must have vacated the Cottage, with all his or her family and effects, by 10am on the Departure Date. Failure to do so will result in the Occupant being charged a further week's Rental Fee.

If the Rental Fee and the Deposit are paid by cheque they should be in favour of Mr and Mrs O Cole and 5 days should be allowed for clearance.

The Owner will issue to the Occupant 1 set of keys to the Cottage on the Commencement Date and the Occupant must return them to the Owner on the Departure Date.

The Occupant will pay the cost of having a replacement set of keys cut should they fail to return the keys on the Departure date.

The Occupant must:

Allow the Owner or his agent to enter the Cottage to inspect the state of it, on prior appointment save in emergency when immediate access must be granted;

Keep the Cottage and the furniture, kitchen equipment, glass, crockery, bedding and towels clean and in good condition and be responsible for repairing any damage;

Not cause any damage to the floors, walls, doors or windows of the Cottage;

Not use the Cottage or allow its use for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner.

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The Occupant must not use the Cottage except for the purpose of a holiday by the Occupant and the Occupant's family during the Holiday Period, and not for any other purpose or longer period.

The Occupant and his or her family must comply with the regulations in the cottage manual and any other regulations notified to the Occupant from time to time during the Holiday Period and ensure that they are observed by all members of the family.

The Occupant and his or her family must not do anything or permit anything to be done that would or may result in the insurance of the Cottage becoming void or voidable or the premium on it being increased.

The Owner must allow the Occupant and his or her family enjoyment and use of the Cottage for the Holiday Period free of interruption except in emergency.

The Owner will provide clean bed linen and towels, drying-up cloths, soap, toilet paper, washing-up liquid, soap powder and cleaning materials as reasonably required during the Holiday Period.

The Owner confirms that all the electrical appliances and equipment provided by the Owner are safe and will not cause damage and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol. Additional electrical apparatus may not be connected to the electrical system and the existing apparatus may only be used at the density of one item to each outlet plug. The Occupant must not extend the electric wiring or cause overloading to the electrical system.

The Owner confirms that the furniture and furnishings in the Cottage comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

These terms and conditions may be determined before the end of the Holiday Period by the Owner giving the Occupant notice only in the event of the Occupant being in material breach of the terms of this agreement or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of the Occupant's default the Owner shall return to the Occupant the appropriate proportion of the Rental Fee attributable to the then unexpired remainder of the Holiday Period.

Any personal information that you provide to us will only be used for the purpose stated at the time we request it (mainly to secure your holiday booking). This information will not be disclosed to a third party except where authorised by you or as otherwise permitted by the Data Protection Act.

Any notice to be served on the Occupant under this agreement may be given during the Holiday Period by delivery direct to the Occupant or putting under the front door of the Cottage and shall be deemed to have been received upon the expiration of 24 hours after

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service.

Bookings made through our online booking system are provisional until confirmed by us.

## **Data Privacy Statement**

We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of the best four and five star cottages in the UK) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us or proposing to book with us during the previous year, in order that these guests/potential guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise, which you can do at the point of booking by ticking the Marketing Notes box in the extras section. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on [enquiries@rookerystables.co.uk](mailto:enquiries@rookerystables.co.uk) and we will arrange for you to be removed from the mailing list.