

## **Terms and Conditions of Booking**

### **PLEASE PRINT FOR YOUR RECORDS    The Booking Contract**

We are delighted that you have chosen to book a holiday property through the cottagemems.com web site. We are acting as marketing, bookings and payment co-ordinators for the holiday property and are responsible for arranging the booking and dealing with administration and payments on behalf of the Property Owner. Your booking contract is with the Property Owner and subject to UK Statutory Rights.

www. cottagemems.com is part of XE Website Solutions Ltd (Registered Office: 17 Fennfields Rd, South Woodham, Chelmsford, CM3 5RZ. Registered in England and Wales No 3991504, VAT registration number: 104 353357. The services that we offer come under the jurisdiction of English and Welsh laws.

### **Fraud Prevention**

Fraud prevention is an integral part of making a booking using cottagemems.com

All holiday properties listing are checked for authenticity. When a booking goes through the site, payments are taken immediately (deposit or full amount depending on how far in advance + booking fee) to avoid fake bookings and all monies held by us until after guests arrive at their holiday accommodation. Only once guests are settled in and have accepted the accommodation do we release any payments to the property owner.

This ensures a safe and secure booking process that protects both holidaymaker and property owner.

### **A Booking is a Legally Binding Contract**

The legally binding holiday contract for the duration of the dates agreed is made between you the holidaymaker with the property owner. Holidaymakers will receive full details of the owner , the exact address of the property and check-in times once a booking has been confirmed. The property Terms and Conditions must be agreed to before proceeding with the booking.

The person making the booking must be over 18 years of age and by making this booking agrees to accept legal responsibility for the booking. They must also inform the rest of their party who will be staying in the accommodation of the Terms and Conditions.

Holidaymakers are strongly advised to take out suitable holiday insurance to cover holiday letting in case of any unforeseen circumstances that may prevent the holiday taking place because refunds will only be made in accordance with the cancellation policy.

The booking contract is between you and the cottage owner. This person making the holiday booking is responsible for the condition the property is left in and liable under our terms and conditions.

### **Methods of payment for your booking**

We accept payment by credit and debit card and PayPal.

### **Payment using Debit or credit cards or PayPal**

For advance bookings, 8 weeks or more ahead of arrival date.

A non-refundable deposit of 30% plus booking fee is required to reserve the property and the balance is to be paid 8 weeks prior to arrival. You agree to have the balance and any damage deposit taken from your account automatically 8 weeks before the start of the holiday. Please ensure that you have sufficient funds in your account or the booking may be declared null and void. The damage deposit varies from one Cottage to another and is an amount set by the cottage owner.

### **Making a booking.**

Complete the booking form and check the details before submitting.

If paying using a credit or debit card or Paypal, you will be prompted for payment details.

### **Booking Fee**

A non-refundable booking fee of £30 is applied to every booking.

### **Arrival and Departure**

Guests are welcome to arrive at the property after check-in time. The latest possible check-in time will also be given.

A check-out time will also be given.

### **Cancellation Policy**

Please read the [cancellation details](#) carefully. Because your booking contract is with the owner, [www.cottagegems.com](http://www.cottagegems.com) have no control or responsibility for this. Please read this carefully. We strongly recommend that you take out suitable insurance to cover any costs should you have to cancel for any reason or if the accommodation becomes unsuitable for letting.

### **Cancellations**

We request that we are notified by telephone, and in writing, of cancellations as soon it becomes evident that the holiday cannot be undertaken. We will cancel the booking with the property owner on your behalf once we receive written notice.

### **When is a booking eligible for refunds?**

Unfortunately, unforeseen circumstances may change the best laid plans, which is why we strongly recommend taking out a suitable holiday insurance that covers all costs.

Please note that medical evidence in the form of Doctor's letters, death certificates or other evidence will be required when applying for a refund.

**The only accepted reason for the refund of a holiday booking:**

Severe Illness or severe injury requiring hospitalisation, or the death of a close family member; spouse, partner at same address, child, parent, grandparent, grandchild, mother or father in-law that is substantiated through official documents. Official evidence will be required.

The above reason must have arisen after you had booked the holiday. Pre-existing illnesses or conditions do not apply. We stress that suitable travel insurance should have been obtained prior to booking the holiday.

**Scale of Holiday Booking Refunds****At least 8 weeks before arrival:**

A refund of monies received is given excluding the non-refundable fees of: booking fee, 30% deposit and a £50 cancellation fee.

**8-4 weeks prior to arrival**

50% refund of total cottage rental received is given excluding any booking and £50 cancellation administration fee.

**0-4 weeks prior to arrival**

No refunds are given

We would like to stress the need for travel insurance that specifically covers cottage breaks for complete peace of mind.

Refunds do not apply to individuals in the group, only to situations where the cottage holiday cannot be taken up and will be administered via the person making the booking on behalf of the group.

**Please notify us of any changes to your contact details**

It is important to check spam folders and to notify us if you change your email address, postal address or any phone numbers. We do not accept responsibility for any missing communications. It is your responsibility to maintain email communication open and fully functional.

**Confirmation of the Booking**

The booking is not finalised until full payment has been received by our bookings service company [www.cottagegems.com](http://www.cottagegems.com). A deposit of 30% of the total cost is required for a provisional booking until the full balance is paid. Please read holiday booking refund conditions. A deposit should be paid for any cottage break that is more than 8 weeks in advance of the arrival date otherwise the full amount should be paid immediately. When payment is made using PayPal, debit or credit card, you authorise us to exact the payment on your behalf on the due date.

The property owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with all booking terms and conditions.

A damage deposit set by the property owner is payable with the balance. This is refunded following departure and a satisfactory outcome from an inspection of the accommodation after your departure. Please note that this applies to actual damage caused which may include the permanent staining of floor coverings or soft furnishings which may need to be replaced. Please note that if the property is damaged in any way, the property owner reserves the right to use all or part of the damage deposit to rectify the situation.

### **Rules pertaining to the stay in the owner's property**

The maximum stated occupancy must not be exceeded for people or pets. If the property is pet-friendly, dogs are not permitted to be left alone in the property. A minority of holiday cottages have kennels or offer dog-sitting. Dogs are not permitted on beds.

Smoking is not permitted in the property.

Parties and special events such as weddings, New Year, Christmas, Hen and Stag Parties are not permitted without the written consent of the owner (if not displayed in the property details) and if permitted, are limited to the group booking the property. Guests should clean up and dispose of any doggy deposits to maintain good hygienic surroundings.

If the property has a hot tub, do not introduce any soaps, detergents, oils or other inappropriate substances. Avoid taking sand into the hot tub on feet or clothing. Contamination of the hot tub may result in a loss from the damage deposit to pay for a full clean and water replacement. You may be required to sign a disclaimer form by the property owner on arrival to be able to use the hot tub.

Every effort is taken to display correct information and up-to-date photographs. Inevitably both of these may change in the period between booking and arrival because we maintain the property to a high standard and may need to renovate or renew furniture or furnishings from time to time.

The property owner reserves the right to alter, substitute or withdraw any service, facilities or amenity without notice.

The property owner reserves the right to terminate the contract in the event of any unreasonable behaviour or nuisance to guests in adjoining/adjacent properties. Aggression or foul language will not be tolerated.

No liability is accepted by us or the Cottage Owner for any loss, damage, illness or injury however caused, during the holiday, to any guests, their property, or any car or contents of cars or the property. Please ensure that you have adequate insurance to cover such risks.

The property owner or their agents retains the right to enter a property during a holiday occupancy .

## **Complaints Procedure**

Any complaints or dissatisfaction with the property should be raised with the Property Owner and shared in writing [www.cottagegems.com](http://www.cottagegems.com) as soon as they have arisen. This allows the property owner to remedy any failings. We ([www.cottagegems.com](http://www.cottagegems.com)) **must be informed within 24 hours of arrival if there is a serious problem that causes you to leave the property and cancel your holiday.**

Please report any damage or equipment breakdowns (including light bulb failure) as soon as it occurs to give the owner adequate time to replace or repair the problem.

## **Cancellation by Property Owner**

The Property Owner retains the right to cancel any booking prior to a written confirmation of the booking. In such circumstance, your deposit/and or balance will be refunded in full.

There are those unfortunate situations such as floods that may result in the cancellation of a holiday. Appropriate holiday insurance that covers self-catering holiday accommodation should be taken out to compensate for such eventualities and allow holidaymakers to book an alternative holiday elsewhere.

Once a booking has been made and a full payment made, the holiday booking agreement between the Holidaymaker and Property Owner is legal and binding.

## **What is included in the rental rate**

The rental rate covers the cost of staying in the accommodation for an agreed number of nights . The following are included in the rental rate:

- Bedlinen
- Towels are provided for the bathrooms (bring own beach or pool towels if required)
- Tea towels

**Cottagegems.com reserves the right to correct any errors advertised or confirmed prices at any stage of booking.**

## **Is the holiday accommodation up to expectations?**

It is the holiday owner's responsibility to keep details of the property and photographs up-to-date. Any complaints regarding the property should be addressed to the owner and we must also be informed. Please note that all holiday properties are updated regularly to provide a good standard of accommodation. Due to the difference in timescale between booking and arrival, certain aspects of the accommodation, furniture and fittings may change.

The self-catering holiday market works on tight schedules with guests departing at a certain time and new guests arriving a few hours later.

The owners rely on guests informing them about appliances that break down or possible damage caused as and when it happens. Occasionally there may be a delay and despite best efforts, equipment does break down and there may be a delay in obtaining replacement parts and a full repair.

### **Feedback and Reviews**

We would appreciate a review of your holiday, the good and bad aspects to help improve the holiday for future clients.

### **Privacy and security**

Please note that we do not store any debit or credit card details – these are processed securely by a third party. Your personal details are logged and not shared for any purpose except to organise booking and payment of your self-catering holiday or to keep you informed.