

Address: Wellgarth House, Newby Court Cottages, Newby, Cumbria CA10 3EX bookings@newbycourtcottages.co.uk

01931 714521 www.newbycourtcottages.co.uk

## **Terms and Conditions**

# **Booking Procedures:**

- All bookings require a 25% deposit (or a minimum £150, whichever is the greater)
- Upon receipt of the deposit payment, you will receive an email confirming your cottage reservation and dates.
- The balance of the rental fee is due 4 weeks before the start of the holiday.
- If a booking is made less than 4 weeks before your arrival date, full payment is required at the time of booking.
- We reserve the right to cancel any booking if payment is not received by the due date.
- Newby Court Cottages require confirmation of guest numbers staying in our cottages when placing your booking.

### **Check in & check out procedures:**

- The cottages will be made available from 4pm on your day of arrival
- Please ensure you vacate the property by 10am on the morning of your departure.
- Early arrival or late departure, whilst not guaranteed, may be possible by prior arrangement.

### **Guest Cancellations:**

If in the unfortunate event that you need to cancel your booking, any refund due will depend on the amount of notice you give us prior to your holiday start date.

The refund will be calculated based upon the notification date as follows:

- 28 days or less No refund due
- 29 days notice or more your liability to pay the balance will be waived, however, the initial deposit paid is non refundable.
- If the holiday was paid in full at the time of booking and more than 29 days' notice is provided then 25% of the booking charge (or £150 whichever is greater) is non refundable.

We recommend our guests ensure they have taken out holiday insurance to cover any unforeseen circumstances that may require cancellation.

<u>Force Majure:</u> We cannot accept responsibility or pay compensation where the performance of our obligations is prevented by events beyond our control (e.g., natural disasters, pandemics, severe weather, etc.).

### Newby Court Cottages responsibilities

#### We will ensure that:

- Your chosen cottage is cleaned and ready for your stated arrival date and time;
- Suitable arrangements are made for you to access the property.
- We will always treat our guests with respect and not act in a way which is abusive, violent, destructive, menacing, or harassing.
- We will ensure that we can be easily and conveniently contacted (at reasonable times) or will provide you with an alternative first point of contact should you have any concerns or queries during your stay.
- We will comply with all applicable laws and regulations (including health and safety regulations) and ensure that adequate liability insurance is in place in respect of our guests' stay.
- It will be ensured that all our guests will have exclusive access to the property for the duration of their holiday (although guests will allow Newby Court Cottages owners', or any representative, access to the Property if reasonably required, for the purpose of maintenance and repairs).

Newby Court Cottages we will not be responsible, nor liable to our guests, for any events outside of our reasonable control, such as the breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstances.

# Guests' responsibilities

We kindly request that all guests implement the following rules during their stay:

- Act responsibly and carefully at all times, abiding by any cottage specific house rules and leave the property, and all things in or at it, in the same state of repair and cleanliness as at the start of the holiday.
- Report to Newby Court Cottage owners any damage or breakages made during the holiday occupancy and pay for any damage caused (wear and tear is an exception).
- All guests must not vape or smoke inside the cottages as they are all smoke free and vape free zones.
- The number of guests per cottage is by prior agreement at the time of booking (pets included) and therefore these must not be exceeded at any point throughout your stay.
- Guests must, at all times, comply with any applicable laws and local or Government guidance, ensuring that no Holidaymaker or their guests (if allowed at the Property) or pets (if allowed at the Property) do anything which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.
- All guests must treat people with respect and not act in a way which is abusive, violent, destructive, menacing, or harassing towards us, or any member of our team, neighbours or local community in which Newby Court Cottages is situated, or any of our employees, directors, consultants or other party acting on our behalf;

• Guests must secure the property (including all windows and doors) whenever leaving the property, throughout and at the end of their stay.

We, as Newby Court Cottages owners, will be entitled to make a reasonable charge where holidaymakers have failed to comply with these responsibilities. In serious cases, guests may be asked to leave the property early without any compensation or refund.

#### 7. Pets

We welcome friendly and well behaved dogs, and request that we are notified of pets being part of the party upon booking.

Assistance dogs are allowed in all properties.

You must notify us of the intended presence of any assistance dogs, prior to making a booking.

If any Holidaymaker has an allergy to dogs, please be aware that Newby Court Cottages can't guarantee that a dog has not stayed in a particular property. We therefore cannot accept responsibility for any suffering which may occur as a result of such animals having been present in one of our cottages..

The following dog terms apply:

- Dogs must be under strict control at all times while in or at the property;
- Any fouling must be cleared up without delay.
- The dog owner must bring their dog's own feeding bowls, bed or basket, for sleeping in.
- Dogs must not be left alone in or at the property or elsewhere within the courtyard, at any time.
- Dogs must remain downstairs at all times, not lie on beds or furnishings, and hair must be cleared up before departing.
- Dog owners must ensure that their pets are free from parasites and fleas before they occupy our cottages. Failure to do so may incur subsequent charges.
- Young dogs (e.g. puppies less than 6 months' old) must be declared to us, and subsequently authorised, at the time of booking.
- You will be liable for any damage caused by any dog belonging to a guest within your party. Any damage is to be reported to us as owners (or a member of our team) immediately. Any additional cleaning required, that may incur an additional charge, will be at Newby Court Cottages discretion.

If guests fail to adhere to these terms, then Newby Court Cottages, reserve the right to cancel your booking, or if this occurs during your stay, ask that guests leave the property before the end of the holiday period without compensation, or that they pay an additional reasonable charge.