

Terms and Conditions

THE CONTRACT

The Contract for a short-term holiday rental will be between Kathryn Hibbins and Jonathon Hibbins (trading as Old Sulehay Holiday Cottages) (referred to as “We” or “Us”) and the person making the booking and all members of the holiday party (referred to as “the Guest”, “Your” or “You”) in the following booking conditions. English Law governs this Contract.

The Guest making the booking must be at least 18 years of age at the time of booking.

We must be provided with details of the full name, UK postal address, personal e-mail address and contact telephone numbers (including mobile number) for the leading guest regardless of whichever booking platform the booking is made.

CANCELLATION POLICY

- a) If your booking must be cancelled because we are put under Government Restrictions and must close and the period of closure covers your booking, **you will be refunded in full.**
- b) If your given address is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers your booking, **you will be refunded in full.**
- c) If your booking has to be cancelled because Old Sulehay Holiday Cottages has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers your booking, **you will be refunded in full, or on a pro rate basis if you have already started your holiday. NB: We may be able to offer you alternative accommodation to continue your holiday.**
- d) **Customers inability (or the inability of any, some or all of your party) or disinclination to travel to fulfil your stay at old sulehay holiday cottages.** This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**
- e) Cancellations must be notified to us by e-mail at bookings@sulehaycottages.co.uk and once received in writing we will need to confirm the cancellation request in writing to effect cancellation. Refunds for cancellations more than 45 days prior to check in will be made within 3

working days of the date of cancellation, please allow 14 days for the refund to be processed. Refunds for cancellations made less than 45 days out will be made within 3 working days of the earlier of the rebooking date, or the start date of the holiday (as the refund amount will depend on the rebooking value).

- f) All refunds will be subject to deduction of a non-refundable administration fee of 5% of the Booking Value (BV) to cover our costs and third-party costs related to the cancellation and remarketing (these costs include our admin costs, re-marketing costs, bank fees, accounting fees and agency fees or commission payments).
- g) On receipt of the cancellation, the table below states the amount that the Guest remains liable for at that point in time. Old Sulehay Holiday Cottages will then use reasonable endeavours to obtain a replacement booking. If we are successful in obtaining a replacement booking, we will refund to the Guest the amount paid by you for the booking (not including the booking fee) less the 5% Admin Fee and less the difference in price between your booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled, and relet for £900, means that the original Guest will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850.

Old Sulehay Holiday Cottages will apply the scale shown in the table below to cancelled bookings to determine the amount of the charge payable by you, which shall be a percentage of the total cost (not including the booking fee) of the booking.

Number of days before start of the booking that notification of cancellation is received*	The percentage of total booking value payable by the Guest
More than 45 days	5% Administration Fee (see above)
32 – 44 days	40% of the total cost less 5% BV
22 – 31 days	60% of the total cost less 5% BV
15 – 21 days	80% of the total cost less 5% BV
Less than 14 days	100% of the total cost less 5% BV

*We advise that you request confirmed receipt of your cancellation in writing from us.

NB: Special events such as Christmas, New Year and Burghley Horse Trials will be refunded at 25% of the total cost less 5% BV when cancelled more than 28 days before arrival. Cancellation less than 28 days before arrival will incur a 100% cost to the guest. We will seek to recover any unpaid costs.

TRAVEL INSURANCE

Old Sulehay Holiday Cottages strongly recommends that the Guest acquires suitable travel insurance to cover circumstances beyond the Guests' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays. Covid is also now a known risk, and it is possible for you to insure your holiday against it. This can include the lead guest or any of the party having Covid, the lead guest or any of the party having to isolate or quarantine, or you wishing to shield any members of the party.

RESERVATIONS AND PAYMENT POLICY

- a) Please note the cancellation policy before committing to a reservation.
- b) For us to confirm a reservation, a deposit of 25% of the total booking cost is required to secure your booking, with the balance due 45 days prior to your scheduled arrival. The deposit must be paid at the time of booking or within 2 days of booking being placed if paying via BACS. Reservations made within 45 days of planned arrival are payable in full to secure the booking. Bookings made through our online booking system are provisional until confirmed by us.
- c) The exception to this policy is for bookings at peak times and / or special events (including Christmas, New Year and Burghley Horse Trials) where we reserve the right to take a deposit of 50% of the total booking cost, with the balance due 60 days prior to your scheduled arrival. Such reservations made within 60 days of planned arrival are payable in full to secure the booking. You will be informed of this at the time of booking.

PERIOD OF HIRE

- a) Check in is between 4 pm and 9.00 pm (16:00 hrs – 21:00hrs) on the day of arrival, check out is by 10 am (10:00 hrs) on the day of departure. Check-in times outside of those specified must be agreed with us before arrival. We endeavour to be as accommodating as possible!
- b) You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the term of Your reservation.

NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. This is 4 occupants for Rest and be Thankful and 4 occupants for The Little Bothy. We reserve the right to refuse admittance or terminate the contract if this condition is not observed. No refund will be made in this circumstance.

ARRIVAL AND DEPARTURE

No contact check in is available – we will simply leave the keys in the door of the cottage for you. Please advise us of approximate time of arrival 24/48 hours before check-in. A key safe will be used if necessary.

CHECK OUT GUIDELINES

For the safety of the owner and incoming guests you will be asked to follow check-out guidelines including stripping bedding and towels, disposing of rubbish, clearing all food from the fridge and cupboards, and leaving windows open before you leave. This is to prevent the spread of any infection and to enable us to clean to a high standard before following guests arrive.

CARE OF THE COTTAGE

- a) Please take care of our cottage. You must leave the property in the same state of repair and condition as you found it, and in a reasonable clean and tidy condition at the end of your stay. Should you break or damage anything, please report this as soon as it occurs so we can act quickly to make good the damage for incoming guests. If you accidentally spill something – it is much easier to clean if we know what it is and act quickly. We do not usually charge for small breakages, but we do reserve the right to charge for repair or making good of damage. You shall reimburse us for replacement, missing items, repair, or extra cleaning costs on demand. This is payable by you in full within 7 days. **We recommend that you have insurance in place to cover this.**
- b) We reserve the right to enter the property at a reasonable time for emergency maintenance or repair or any other need.

DATA

We may hold on computer some of the data gathered during a booking and keep this data securely after your visit to be able to contact you if required. If you would prefer us not to hold this information, please let us know.

KEYS

You have access to the cottage 24 hours a day throughout your stay using a set of keys given to you in person or via our key safe attached to the wall on the left-hand side of the entrance door. You have full responsibility for these keys for the duration of your stay. There will be a charge of £20.00 for lost keys.

LIABILITY

We do not accept any responsibility for any damage, loss or injury to any member of your party or to any vehicles or possessions or pets or property, whilst on our premises, howsoever arising. Our liability is excluded in full, save to the extent such liability cannot be excluded at law.

LOST PROPERTY

We will happily return any items accidentally left at the holiday cottages after departure. However, there will be a minimum charge of £5.00 to cover postage and packaging.

DOGGY HOUSE RULES

We are pleased to welcome one dog to stay with us but do not accept any other pets. We ask for your attention to the following:

Additional Terms and Condition for guests bringing their dog.

- a) On arrival, and at all other times, your dog must be kept on the lead around the property.
- b) The orchard is available for exercising your dog and they can be off the lead as much as you like provided they are under your control and do not cause a nuisance to other guests or their pets. They must not chase any livestock or wildlife. You must obey the Countryside Code and always keep your dog under close control.

- c) There are lots of dog walks in the surrounding area. Please be aware there may be animals in the fields, and only take dogs into fields with animals whilst on a lead. Make sure you close any gates behind you.
- d) You must pick up all poops in the cottage gardens and orchard.
- e) When you bring a muddy dog back from a walk, please clean them off using the outside taps – there is a tap on the gable end of Rest and be Thankful. Please make sure dogs are thoroughly clean and dry before entering the cottage.
- f) Your dog must NOT be left unattended with free run of the property or premises at any time. Neither are they allowed to be left unattended in a car outside the property.
- g) Dogs are not allowed in the bedrooms or on the sofas.
- h) We regret that dogs that bark continuously are not allowed at Old Sulehay Cottages. They will disturb the other guests, us as owners and our own animals.
- i) We have two friendly dogs, a cat, and two horses at Old Sulehay Cottages. If your dog has any problem with other dogs or other animals, you must notify us prior to booking.
- j) Please thoroughly clean the cottage, including dog hair from rugs, before you leave; if properties require additional cleaning or dogs have been in the bedrooms or sofas, we will charge an additional cleaning fee to cover the cost.
- k) We make a charge of £25.00 per dog per stay.
- l) We do not accept dogs in The Little Bothy, and we only accept one dog in Rest and be Thankful.

PRICES

We reserve the right to change our prices at any time. Price increases will not be applied to bookings already made.

STABLES

Guests are strictly forbidden to enter the stable area or paddocks at Old Sulehay Holiday Cottages.

SMOKING

Smoking is NOT permitted in any part of our holiday cottages. Please note that offending guests and their party may be asked to leave immediately and may be liable for professional cleaning of any rooms. Any outstanding balance of nights booked but not taken through early departure are non-refundable.

DRONES, NIGHT LANTERNS AND FIREWORKS

The use of drones is not allowed without our express written permission. Fireworks and Night Lanterns are expressly forbidden.

VEHICLE CHARGING

We do not currently offer this facility. No charging of vehicles is permitted by any means.

MOTOR HOMES AND OTHER TEMPORARY SLEEPING FACILITIES

We do not permit any additional guests to stay at the property in any form of temporary accommodation such as motor homes, tents etc.

TERMINATION POLICY

We reserve the right, at our discretion, to terminate, without notice, an individual's stay where, in the sole opinions of the owner, it is deemed necessary through illegal or unacceptable behaviour or as a result of actions which are likely to endanger or offend or cause a nuisance to others. In such circumstances, no refunds will be made.

Please note that non-compliance of our non-smoking policy may constitute termination.

If we feel that you or your party are not adhering to the forgoing provisions relating to Pets or are causing a nuisance or otherwise disturbing other guests, their pets, our animals or farm animals, we reserve the right to ask you and your party to vacate the premises early and there will be no refund.

WI-FI ACCESS

Old Sulehay Holiday Cottages provides you with wireless access to the internet. The guest agrees to reasonable and lawful usage of this service. We will not be liable, however, for any reason if the service is not available at any time for any period, nor for any loss of data or damage to the equipment you suffer because of using this service.

DATA PROTECTION

You may be required to provide us with specific personal information. We will use such personal information in accordance with relevant data protection legislation. You warrant and undertake to us that all the personal information you provide us with is complete and accurate. We will not disclose any personal information which is given by you during the provision of such services to you to any third party without your permission.

CAR PARKING

There are two parking spaces per cottage Please ask us in advance if you require more spaces. Cars are parked here are at owner's risk.