



## Booking Terms & Conditions

Please read our booking terms and conditions carefully before booking, as these booking conditions shall be deemed to have been accepted by you when you have paid a deposit or total for a property, whether via an online booking or by completion of a booking form.

### The contract

Sowerbys Holiday Cottages Ltd. acts as a Booking Agent on behalf of the property owners. The contract entered into is between the owner of the holiday accommodation and the holiday maker (The Hirer). The contract is only effective once the completed booking form and required payment has been received and written confirmation has been sent to the Hirer. The booking is made with the Owner through us. The contract is subject to English Law. When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

### Booking / Payment Method

If reservations are made more than eight weeks before the holiday start date, a deposit of one third of the total rental cost is payable. The outstanding balance should be paid six weeks before the holiday start date (no reminder is sent).

Alternatively, if the booking is made less than eight weeks before the holiday start date, the entire holiday cost should be paid to Sowerbys Holiday Cottages Ltd. with the completed booking form.

There is no charge for payments made by debit card or cheque (made payable to Sowerbys Holiday Cottages Ltd.) Credit card payments are subject to a 3% surcharge. Sowerbys Holiday Cottages Ltd. does not charge a booking fee.

### Security/Breakages Deposit

For all cottages a security/breakages deposit is required to be held at the time of final payment (to be paid by cheque or debit/credit card authorisation). The security/breakages deposit for each cottage is detailed on our website and is £250 for the majority of cottages, in line with a standard home insurance excess, but some cottages require a larger deposit which is specified in the individual property description on our website. If you pay using a credit or debit card your card you are giving us authority to pre-authorise it for the security deposit. Please note that unless there is an issue upon departure we do not undertake this procedure. The security deposit will not be taken from pre-authorized cards and cheques will not be cashed unless there is a problem found in the cottage after departure. All or part of the security deposit will be retained if the cottage is not left in the clean and tidy condition in which it was found, to cover the cost of any additional cleaning and laundry required over the usual designated amount, any damage to the property or contents or the homeowner's insurance excess if a repair or replacement exceeds the specified deposit amount.

### Cancellation

The Hirer is advised to arrange holiday insurance to give protection in the event that the Hirer is unable, for any reason, to take up the holiday accommodation at the agreed time. The Hirer should notify Sowerbys Holiday Cottages Ltd. of any cancellation immediately. For any cancellation before or after the arrival date, not only will the deposit be forfeited but also the balance of the holiday will be payable by the Hirer. If the property can be re-let then an appropriate refund will be made, **but the deposit is always non-refundable.**

### Booking Alteration

Rarely, for reasons beyond the control of Sowerbys Holiday Cottages Ltd. we have to cancel or alter arrangements made for the Hirer – in this event we will contact you as soon as possible to endeavour to find alternative accommodation, or offer a full refund of monies paid to date. We will not accept consequential damages and liability is limited to a full refund of monies paid.

### Complaints Procedure

In the unlikely event of a problem, all complaints must be received before the end of the holiday rental to enable any issues to be resolved. Please note that no correspondence can be entered into concerning complaints made upon departure or after your return home.

### Liability

The home owner and Sowerbys Holiday Cottages Ltd. accept no responsibility for any damage or injury caused by use of the accommodation and any amenities and such use is at the Hirer's own risk. The details and prices in the brochure/website may be subject to change. The information given in the brochure and on our web site is believed to be correct and true at the time of going to press. The Owner and Sowerbys Holiday Cottages Ltd. cannot be held responsible for (and cannot accept liability for) issues outside their reasonable control such as breakdown of domestic appliances, plumbing, electrical problems, structural repairs, non-working Wi-fi, poor TV reception, invasion of pests, infestations or damage caused by exceptional weather conditions, or by noise and disturbance resulting from nearby building works, noisy neighbours or local events.

### Occupancy

It is not permitted to exceed the maximum occupancy (stated in brochure & web site) for each cottage, unless prior agreement is given. You must not hold events, such as parties' celebrations or meetings at the property without the prior consent of the owners. You should advise us of the party size at point of booking and any changes prior to arrival

### Guests Undertakings

On booking a cottage you become responsible for all members of your party and you all agree to keep the cottage clean and tidy; not to commit or allow any of your party to commit any act which breaks the law; not to use the property for any commercial or illegal purpose; not to sublet the property as a whole or any part thereof or otherwise allow anyone to stay whom we have not previously accepted and informed the owner as being part of your party; not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt, affect the enjoyment of or cause nuisance to any others particularly the occupants of the neighbouring properties.

### No Smoking

Smoking is not permitted inside any of our properties.

### Dogs/Pets

Many of our properties will allow one or two well-behaved dogs to stay, this is clearly indicated on our website and in our brochure. A minimum additional charge of £20 per dog short stay or per week is made to cover any extra cleaning costs, some property owners request a high amount. Dogs are not permitted upstairs on beds or furniture, or in any shared facilities, such as swimming pools. You must not leave any pets unattended in the property, including the garden. Registered assistance dogs may be allowed in properties where the description says that pets are not allowed, but only with the express permission of the owner of the property. *If you or any member of your party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property, even if the owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. It is your responsibility to make specific enquiries before booking as some property owners may take their own pets to a property.* Please remove any evidence left by your dog in the property and grounds.

### **Bed Linen and Towels**

Bed linen and towels are provided in all of our properties. Towels must remain inside the property and should not be used as beach towels. If you are staying in a property for 2 weeks or more, bed linen and towels can be changed weekly on request.

### **Refuse Collection**

It is the guest's responsibility to make sure the correct rubbish bins (black, green, blue) are moved to the correct location ready for collection. Please be advised that Black and Green bins are collected by the local authority on an alternate fortnightly basis which is generally a Monday or Tuesday. Sowerbys Holiday Cottages and the Cottage Owners cannot be held responsible for the removal of excess rubbish.

### **Return of Personal Belongings**

In the event of any items being left in the property, Sowerbys Holiday Cottages Ltd. will attempt to locate, collect, package & post the items back to you, but return cannot be guaranteed. There is an administrative charge of £10 for this, plus the postage costs.

### **Arrivals and Departures**

Cottages will be available after 3pm on day of arrival (unless otherwise specified) and must be vacated by 10am on day of departure. Please do not arrive early, or depart late (unless previously arranged), as time is needed to thoroughly clean the property between lets.

You must allow the Owner and any representative of the Owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time – in these situations the Owner is entitled to enter the property at any time without giving you prior notice).

The cottage must be left in the clean and tidy condition in which it was found, locked and the keys must be returned to Sowerbys Holiday Cottages' office or the key-safe (unless alternative arrangements have been made).

The cottage owner/booking agent reserves the right to regain possession of the property in the event of a major breach of these terms and conditions. In this case all payments made will be forfeited and we would not be legally responsible to you as a result of this situation.

**Sowerbys Holiday Cottages Limited, Market Place, Burnham Market, King's Lynn, Norfolk PE31 8HD**

Registered in England & Wales no: 7469925. Registered Office: Market Place, Burnham Market, King's Lynn, Norfolk PE31 8HD