



Sowerbys Holiday Cottages 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 through our office.

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. The contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

The owner of the holiday cottage reserves the right to decline bookings at their discretion.

Booking / Payment Method

If reservations are made more than four weeks before the holiday start date, a deposit of one third of the total rental cost is payable. The outstanding balance should be paid four weeks before the holiday start date.

Alternatively, if the booking is made less than four 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 a booking fee of £24 for each booking and no charges for payments made by debit or credit cards or by cheque (made payable to Sowerbys Holiday Cottages Ltd.)

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-authorised 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, removal of excess rubbish, any damage to the property content or the replacement of bedlinen or towels.

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 booking fee and 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 booking fee and deposit are 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. Any alterations may be subject to an administration fee of at least £50 plus vat.

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. Sowerbys Holiday Cottages shall endeavour to resolve any complaints on behalf of the owner however can accept no liability as this will rest with the homeowner.

Force Majeure

If, as a result of unavoidable or extraordinary circumstances, meaning an event beyond our control, that the consequences of which could not have been avoided even if all reasonable measures had been taken, we are forced to change or cancel a reservation, we will be unable to make any refunds, pay compensation or meet any costs or expenses you incur. Sowerbys Holiday Cottage or the owner will seek to make you aware as soon as is practically possible. This supersedes the Booking Alteration clause.

COVID-19

If there is a national or regional lockdown which prevents you from staying then you will be given the opportunity to move the dates (in the same property) or if this is not possible you will be entitled to a full refund of monies paid to date.

Out of Hours Emergency

In the event of a maintenance issue or other problem that requires urgent attention outside office hours, Sowerbys Holiday Cottages Burnham Market Office must be called on 01328 730880 and a mobile contact number will be provided on the answer message.

Liability

The home owner and Sowerbys Holiday Cottages Ltd. accept no responsibility for any damage, injury or illness 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 website 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.

Properties with character

If you choose to holiday in an older or character property, remember that much of its charm is due to its age. Some of our properties were built long before the days of damp proof courses and cavity walls and some may show signs of damp, particularly in long spells of wet weather or properties close to the sea. The owner and Sowerbys Holiday Cottages do their best to maintain the property and ensure that the background heating is kept on sufficiently to compensate, even when the property is empty. Condensation can be alleviated by opening windows and allowing the air to circulate. If you have any concerns, please ask us at the time of making your reservation. Also, please remember that should traditional property features (steep stairs or low beams, for example) be a problem for any member of your party, you must consider this prior to booking.

Properties in the country do attract spiders and therefore cobwebs. It does not mean that the cottage is dirty or has not been cleaned as cobwebs can be spun almost as quickly as they have been cleaned. Some of our properties, particularly in remote areas, may have a private water supply from a spring or well water, which is regularly tested

Occupancy

It is not permitted to exceed the maximum occupancy (stated on web site) for each cottage, unless prior agreement is given as this can invalidate the home owners' property insurance. 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. You must comply with any current government guidelines.

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 of tobacco in any form or E-cigarettes is not permitted inside any of our properties.

Dogs/Pets

Many of our properties will allow one or two well-behaved dogs/pets to stay, this is clearly indicated on our website and in our brochure. A minimum additional charge of £20 per dog/pet short stay or per week is made to cover any extra cleaning costs, some property owners request a higher amount. Dogs/pets 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/pet in the property and grounds.

Bed Linen and Towels

Bed linen and towels are provided in all of our properties. Bedding is not supplied for cots or travel cots. 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. Excess rubbish which requires removal shall be charged to The Hirer at a minimum charge of £50 plus vat.

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 5pm on day of arrival (unless otherwise specified) and must be vacated by 10am on day of departure (some cottages have a departure time of 9am). Please do not arrive early, or depart late (unless previously arranged), as time is needed to thoroughly clean the property between lets. In the event of any difficulties gaining access to properties booked, Sowerbys Holiday Cottages Burnham Market Office must be called on 01328 730880. If calling outside office hours, a mobile contact number will be provided on the answer message.

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 the key safe.

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.