

TERMS AND CONDITIONS 2021

for Wyndell Cruck Cottage

Agreement

The making of a booking (unless cancelled within 7 working days of receipt of the Booking Deposit Payment) will form an agreement on the current version of the Terms & Conditions (the '**Agreement**') between the Visitor and Wyndell Cruck Cottage (WCC) for the holiday rental of WCC (the 'Accommodation') shown in the Email Booking Request, or as otherwise agreed in writing by Wyndell Cruck Cottage and the Visitor. The current version of our "Terms and Conditions" as well as our "Accessibility Statement" is on our web site.

Wyndell Cruck Cottage permits the Visitor to occupy the Accommodation for the period shown in the Booking Confirmation (the '**Holiday Period**') together with the use of the furniture, fixtures and effects.

The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party as detailed below. References to '**party**' in these Terms and Conditions will include the Visitor's family, agents or guests. The Visitor is advised to make his or her party aware of the current Terms & Conditions.

Communication

All communication will be by email and telephone using the information on the Booking Request as completed by the Visitor. It is the responsibility of the Visitor to ensure any changes in their email address and/or contact telephone number are sent to Wyndell Cruck Cottage in writing by email. It is not advisable that the Visitor uses a works email address as they could miss important reminders or notices, especially if they are away from work.

Covid restrictions

Any booking which is made, but which is unable to be taken up by the Visitor and their party, because of either a national or a local (to the Visitor) lockdown restriction, will have the payment returned in full. In the case of a local, area-based lockdown please notify Wyndell Cruck Cottage as soon as possible as it may give someone else the chance of a holiday. In the event of Wyndell Cruck Cottage being in an area subject to a local lockdown, the Visitor will be notified as soon as possible and their payment returned in full.

Booking Payment

A booking for a holiday will become firm when an email 'Booking Request' has been made and a payment of at least 25% of the holiday price (rounding up to the nearest pound sterling) has been received by Wyndell Cruck Cottage and the Visitor has received an email 'Confirming the Booking'. Up to that time, subject to an Email Booking Request having been received, it will be a provisional booking, and provisional bookings are not held.

Good Housekeeping Deposit

A £200.00 deposit is required to be paid no later than 14 days before the start of the holiday, which will be held in part, or in whole towards the cost of making good any damage, loss, claims and liabilities as detailed in these Terms & Conditions.

Non-Payment of the Good Housekeeping Deposit

If the deposit is not paid in full by the due date, with regret, Wyndell Cruck Cottage will cancel the booking by the Visitor. A 100% cancellation charge will be payable. Wyndell Cruck Cottage will endeavour to re-book the Accommodation and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00, to cover office administration.

Payment

All payments can only be accepted in Pounds Sterling and paid by either Cheque or Bank Transfer. Payments from foreign currencies to Sterling must include all bank charges. We will notify you if there is any difference between the amount owed and the amount received.

Final Payment

The full balance of the total holiday cost will be payable no later than eight weeks (56 days) before the holiday begins.

If the Final Payment is not paid on time, Wyndell Cruck Cottage reserves the right to cancel the holiday booking 3 days after the Final Payment becomes due, in which case the Booking Payment will be forfeited. In order to avoid cancellation the payment has to be received by 5pm on that day.

Price Revisions

Wyndell Cruck Cottage will not increase the price of a holiday once the Booking Payment has been received. Standard industry practice is to only guarantee the price when the final payment has been made.

Cancellation

The reservation may be cancelled at any time by the Visitor, by giving Wyndell Cruck Cottage notice in writing. A cancellation charge will be payable as follows:

*more than 112 days before the start of your holiday 50% of the Accommodation cost

*112 days to 84 days before the start of your holiday 75% of the Accommodation cost

*84 days or less before the start of your holiday 100% of your Accommodation cost.

On receipt of the written cancellation, Wyndell Cruck Cottage will endeavour to re-book the Accommodation and, if successful, for the whole or part of the period, will refund the relevant proportion of the money paid, less £50.00 to cover office administration.

Wyndell Cruck Cottage Right to Refuse/Alter

Wyndell Cruck Cottage reserves the right to refuse any booking.

Wyndell Cruck Cottage reserves the right to cancel or alter arrangements made for the Visitor whether before or during the relevant visit (a) in any circumstances which arise from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Wyndell Cruck Cottage or (b) when, in the reasonable opinion of Wyndell Cruck Cottage, it is necessary to perform or complete essential remedial or refurbishment works. If a booking has to be cancelled by Wyndell Cruck Cottage, Wyndell Cruck Cottage will return to the Visitor the relevant proportion of the money paid by the Visitor to Wyndell Cruck Cottage in respect of the Accommodation and will not otherwise be liable for any loss caused by cancellation or alteration.

Change of Booking

There will be a fee of £30.00 for any transferred booking, and bookings may not be transferred within one month of the Visitor's holiday, or from one calendar year to another. A Transferred booking is a change in the Visitor, or from one date to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

Refund of Good Housekeeping Deposit

The Good Housekeeping Deposit, assuming there are no claims for any damage, loss or liabilities as detailed in these Terms & Conditions, will be refunded within 14 days from the day of your departure into your bank account by BACS or by cheque. No charges apply for this service.

Visitor Accommodation Limitation

Occupation must be limited to the maximum number of 9 persons for the accommodation

Please refer to the Access Statement for Wyndell Cruck Cottage for full information and details before requesting a booking.

Joint Bookings

The booking should be made in one name only and that person (**The Visitor**) shall not, without the written consent of Wyndell Cruck Cottage, assign the booking.

Services

The holiday price will include all charges for water, heating and electricity. Only logs supplied may be burnt in the log burner.

Loss of Visitor Property

Except as indicated below, Wyndell Cruck Cottage cannot be held responsible for loss or damage to any belongings or for injury sustained by the Visitor or members of his or her party during their stay at the Accommodation. Wyndell Cruck Cottage excludes liability for loss or damage to any belongings, or for death or injury sustained to the Visitor or members of his or her party during their stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or wilful default of Wyndell Cruck Cottage or where such exclusion or limitation or liability is prohibited by law.

The Visitor shall be liable for, and indemnify Wyndell Cruck Cottage against any liabilities, damages, claims, and costs. The Visitor shall also be liable for any losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by Wyndell Cruck Cottage arising from the Visitor's use or occupation of the Accommodation, which arise from any breach by the Visitor or his or her obligations under this Agreement or from any negligence or wilful default of the Visitor and/or the Visitor's party.

Pets

Due to ground-nesting birds, nearby sheep and our regular wildlife, we're sorry to say "no pets".

Wyndell Cruck Cottage Right of Entry

Wyndell Cruck Cottage and/or its agents reserve the right to enter the Accommodation at any reasonable time on reasonable cause; this includes any necessary repair or maintenance.

Visitor Obligations

The Visitor agrees to notify Wyndell Cruck Cottage of any change of the information provided on the Booking Request such as home address, contact telephone numbers and email address.

The Visitor undertakes to keep the Accommodation and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the Holiday period (reasonable wear and tear excepted) and shall pay to Wyndell Cruck Cottage the value of any part of the Accommodation, furniture, fixtures, fittings and effects so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.

An up-to-date Inventory is included in the Guest Information Folder, which lists each item contained in Wyndell Cruck Cottage.

The Visitor must allow Wyndell Cruck Cottage and/or its agents entry to the Accommodation to inspect the state of it, on prior appointment, save in the event of an emergency, when immediate access must be granted.

The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities, or carry on there any act that may be a nuisance or annoyance to Windhill Farm or to any neighbours or pedestrians using the public footpaths.

The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations can be found in the Guest Information Folder in the Accommodation.

The Visitor and his or her party must not do anything, or permit anything to be done, that would, or may result in the insurance of the Accommodation becoming void or voidable or the premium on it being increased.

Property Cleanliness

The Visitor and members of his or her party are asked to leave the Accommodation clean and tidy. Wyndell Cruck Cottage reserves the right to make a charge for extra cleaning if the Accommodation is not left in a satisfactory condition. This charge will be deducted in whole or in part from the good housekeeping deposit.

Occupation

The Accommodation shall be for the Visitor and his party only. Sleeping in tents or motor vehicles adjacent to the Accommodation is not permitted.

The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the Holiday Period, and not for any other purpose or longer period.

The maximum occupancy of the Accommodation shall not be exceeded.

Water, Electricity and Heating Supply

Wyndell Cruck Cottage cannot accept responsibility for shortage of water, electricity and heating (services) to and at the Accommodation for any reason outside of Wyndell Cruck Cottage's reasonable control (reasonable control would be for example; failure to pay a utility invoice resulting in disconnection).

All services at the Accommodation are maintained to the highest of standards. In the event of a fault, the Visitor must notify Wyndell Cruck Cottage immediately and under no circumstances must they or their party attempt to remedy the fault themselves. If a repair is required, the relevant qualified engineer will be called out and the fault will be repaired as soon as possible. Wyndell Cruck Cottage cannot be held responsible for the loss of any or all services during this period and will endeavour to make the Visitor and their Party as comfortable as possible. However, in the event that the fault cannot be repaired within 12 hours from when it was first reported and the Visitor and their Party cannot continue to stay at the Accommodation, Wyndell Cruck Cottage will refund, in full, the balance of the remaining period of the holiday from the day the fault was reported.

Weather

If the accommodation becomes inaccessible due to bad weather, Wyndell Cruck Cottage will take reasonable steps to inform the Visitor.

Comments/Complaints

Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the caretaker on the telephone number provided. Reasonable steps will then be taken to assist the Visitor. Wyndell Cruck Cottage will not normally make any refunds in respect of complaints made after the Visitor's departure from the Accommodation if the Visitor did not make the complaint or the problem known to the local contact during the holiday. If the Visitor wishes to comment on his or her stay, a comment/suggestion form may be completed and returned to the address given on the confirmation email. All complaints made after the Visitor's departure must be made in writing, either by mail or by e-mail to Wyndell Cruck Cottage.

Wyndell Cruck Cottage Closure

On rare occasions, the overall management of Wyndell Cruck Cottage may mean that that the Accommodation has to be temporarily withdrawn from holiday use. There will normally be substantial notice of this. However, if these circumstances lead Wyndell Cruck Cottage to cancel, modify or alter an advance booking then Wyndell Cruck Cottage 'Right to Refuse/Alter' clause will apply.

Arrival and Departure Times

Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days. Arrival time is no earlier than 3pm on the first day of the holiday and Departure time is 10.30am on the last day of the holiday. The first and last day of the holiday is Friday, unless an out-of-peak-season short break has been booked from Monday to Friday.

The Visitor will be issued with a key to the Accommodation on the first day of the Holiday Period and the Visitor must return it on the last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a new lock and a set of keys.

Rural Way of Life

Wyndell Cruck Cottage is located in a special area for wildlife as well as a farming area. Any action by the Visitor and his or her party that interrupts, damages or endangers these and/or the livelihood of others in the vicinity will constitute a breach of the Agreement by the Visitor. The Visitor and his or her party must observe good countryside practice by only using public footpaths over land, not climbing over walls or gates and ensuring that people, plants and animals are protected. More information is available at www.countrysideaccess.gov.uk

Right to Evict

Wyndell Cruck Cottage reserves the right to evict the Visitor and his or her party (without compensation being payable to the Visitor or any member of his or her party) if this is deemed necessary by Wyndell Cruck Cottage; for example, should complaints be made of anti-social behaviour, unreasonable breakages, the obligations in the 'Pets' clause are not observed or damage occurs, smoking restrictions are not observed, the Accommodation is being otherwise misused or there is a material breach by the Visitor of the Agreement.

Non-Waiver

The non-exercise by Wyndell Cruck Cottage of any of its rights under the Agreement in any particular incidence of breach or default by the Visitor shall not constitute a waiver by Wyndell Cruck Cottage of such a right in that or any subsequent incidence.

Notices

Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter to the address appearing in the Email Booking Confirmation or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Visitor under the Agreement may be given during the Holiday Period by delivery under the door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service of such a notice.

Severance

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

Right of Third Parties

Except for Wyndell Cruck Cottage, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Headings

The headings in this document are included only for convenience, and do not affect the meaning of the clauses to which they relate.

No Tenancy

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Visitor and Wyndell Cruck Cottage. The Visitor shall not be entitled to a tenancy, or to any Assured Shorthold or Assured Tenancy or any statutory protection, under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the exclusive jurisdiction of the Courts in England and Wales.