

# Canbyfield Holiday Cottages

## Terms and Conditions

**Please read these terms and conditions carefully before making your booking.**

## Terms and Conditions

Definitions: in these terms and conditions “You” or “Your” means the person named in the confirmation invoice. “We” or “Us”, means the property owners P.F. and E.J. Astill trading as Canbyfield Cottages, Canbyfield Lodge, 261a Seagrave Road, Sileby, Nr. Loughborough. Leics. LE12 7NJ. “Accommodation”, means Canbyfield Cottage or Canbyfield Loft, 261a Seagrave Road, Sileby, Nr.Loughborough. Leics. LE12 7NJ.

### 1. Your booking

1. Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out in these terms and conditions.
2. We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We will let you know how long we are able to provisionally hold your booking for when you contact us, if you do not confirm your booking by that time, the accommodation will be released again for general sale.
3. All bookings are formally confirmed when we issue you with your confirmation invoice. Your confirmation invoice will set out the accommodation you have booked, the dates of your booking, the total amount payable for your booking and the dates on which payments are due. We will issue you with your confirmation invoice by email or, if requested by post.
4. You, as the person making the booking, will be responsible for all members of your party, must be at least 18 years of age at the time of booking.

### 2. Paying for your accommodation

1. For bookings made more than 4 weeks in advance you must pay us one half of the total amount payable for your booking at the time of booking. We must then receive the balance by the date set out in your confirmation invoice (which will generally be 4 weeks before the start of your stay unless agreed otherwise in writing by us).
2. For bookings made less than 4 weeks in advance, you must pay us the total amount payable for your booking at the time of booking, unless agreed otherwise in writing by us.
3. If you do not make a payment by the date due, we will send you a reminder by post, by email or by telephone. If you fail to make the relevant payment within 14 days of the date it is due, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled, and the cancellation charges set out in section 4.2 will apply.
4. Payments to be made by BACS or by cheques payable to Canbyfield Holiday Cottages.

### **3. Pricing for our accommodation**

1. We will confirm the price of your accommodation at the time you make your booking and in your confirmation invoice.
2. All prices given on our website, by telephone or in our brochure are inclusive of VAT, we are not VAT registered.
3. All prices given on our website include all charges for water, electricity, logs, bed linen, two towels per guest and access to Wi-Fi (pass-word access provided, subject to terms set out, in the welcome pack).

### **4. If you want to cancel your booking**

1. If you wish to cancel a confirmed booking, you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written confirmation.
2. The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-selling your accommodation. Our cancellation charges increase as your start date approaches. Number of days prior to holiday start, 55 to 14 days 50% of the total cost and 13 days or less before the start date 100% of the total cost.

### **5. If you want to change your booking**

1. If you want to change any detail of your confirmed booking you must let us know by telephone, email or in writing as soon as possible.
2. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not possible for us to change bookings less than two months before the start date.
3. If we do change your booking, you must pay us a charge of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional rental costs due as a result of the change – we will confirm the amount of any additional rental costs due at the time we change your booking. If your rental costs are lower as a result of the change – we will refund you the difference at the time we change your booking.

### **6. If we need to change or cancel your booking**

1. We do not expect to have to make changes to your booking, however sometimes problems happen, and bookings must be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment work or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.
2. If we do need to change or cancel your booking, we will do our best to offer you a suitable alternative booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, we will refund you the total amount you have paid us for the booking.
3. If we do need to change or cancel your booking under this Section 6, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation, and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation of your booking or if it was contemplated by you and us at the time we entered this contract.

## **7. Visitor standards and behaviour**

1. You will be provided with a welcome pack at the accommodation that contains important information about your stay with us at Canbyfield. Please ensure that you and your party read the welcome pack carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.
2. You must only use the accommodation for the purposes of your holiday. You must not use the accommodation for any other purpose, including for any business purposes.
3. You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.
4. You must not use the accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.
5. Smoking is not permitted in any part of your accommodation. You and you party must not smoke or use e-cigarettes or 'vape' devices inside your accommodation. You and your party must not use candles, fireworks or Chinese Lanterns at the accommodation.
6. Your accommodation has a wood burner stove, you must comply with the instructions found in the welcome pack, particularly regarding the appropriate fuel to use for your safety. We will provide sufficient logs for the duration for your stay.
7. Dogs are not permitted at our property. Please do not bring dogs to our property, we are located on a sheep farm, we have our own working sheep dogs on site. 'Assistance Dogs' are welcome.
8. No other domestic pets are permitted at our property.
9. Please note that if you do not comply with standards and behaviours. set out in this Section 7 we may need to exercise our rights under Section 12 "Our right to evict").

## **8. Maximum occupancy for your accommodation**

1. You must ensure that the maximum number of persons occupying the accommodation does not exceed the maximum occupancy limits set out in our brochure and on our website (which is two). You must not bring additional camp beds to the accommodation or allow tents, caravans or campervans at the accommodation.
2. We set maximum occupancy limits in line with facilities and equipment available at the accommodation. Exceeding the maximum occupancy limits can overload facilities and lead to extensive damage. As such, we reserve the right to require you to leave the premises (without compensation) if you exceed the maximum occupancy limits described in this Section 8.
3. If you wish to hold a party or other celebration at the accommodation that would cause you to exceed the maximum occupancy limit, you must obtain our written permission in advance.

## **9. Damage to the accommodation or its contents**

1. If you discover that anything is missing or damaged on arrival at the accommodation you must notify us immediately, we live next door to the accommodation and are readily available. If you do not notify us we will assume that you caused the relevant damage or loss.
2. You will be responsible for the cost of any accidental damage you or your party cause to the property or its contents in excess of £100.
3. You will be responsible for 100% of the cost of any damage you or your party cause to the property or its contents due to use of electrical devices that are not provided by us (for example but not exclusively, chargers, computers or hair straighteners).
4. You will be responsible for 100% of the cost of any non-accidental damage, you or your party cause to the property or its contents. Any loss or damage caused by your failure to meet the requirements set out in these terms and conditions or in your welcome pack, will be considered non-accidental damage.

## **10. If you have a problem or complaint**

1. We take care to ensure that our accommodation is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. We live next door to the property and are contactable by email or telephone, on 07729 388989 if not available on site. We will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.
2. Please note that we will not tolerate any verbal or physical abuse towards us, or any of our representatives.

## **11. Our right of access**

1. We, or our contractors may need to access your accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time we will need to access.
2. If your stay with us lasts more than seven days, we, or our contractors will need to access the accommodation in order to perform a service clean and to change the linen.
3. If we do need to access your accommodation for any reason, we will always try to access the property at reasonably convenient times (other than in the event of an emergency).

## **12. Our right to evict**

1. We may terminate our contract with you and ask you to leave your accommodation immediately (without compensation being payable) if: we consider that you or your party have committed a serious breach of these terms and conditions; or we consider that you or your party's behaviour endangers the safety of our visitors or staff; or any complaints are made of anti-social behaviour against you or your party; or you or your party cause an unreasonable amount of damage to the property or its contents; or you exceed the maximum occupancy limit for your accommodation.

### **13. Our liability to you**

1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated, by you and us at the time we entered this contract.
2. Nothing in these terms and conditions is intended to limit our liability for; death or personal injury caused by our negligence; fraud or fraudulent misrepresentation on our part; any breach of terms implied by Section 2,3,4 and 5 of the Supply of Goods and Services Act (1982); or defective products under the Consumer Protection act (1987).

### **14. Events beyond our control**

1. We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.
2. An event outside our control means any act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunication networks.

### **15. Some practical information for your stay**

1. Your check-in and departure times will be set out in your confirmation invoice. Normally check-in is available from 3.30pm on the first day of your stay and departure is required before 10.30am on the last day of your stay. If you do not leave the accommodation by the required departure time, we reserve the right to charge you a late check out fee to cover any costs, we incur.
2. If you leave any of your possessions behind at the accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. We will hold all lost property for six months after which it will be disposed of.
3. Our property is located on a farm in a rural area, it is important that you or your party do not interrupt or endanger the livelihood of those working at the property or on the surrounding land.
4. Bats, Owls, Great Crested Newts and other wildlife may be present at our property, especially in the garden, please be aware that bats and Great Crested Newts are protected species, and it is illegal to interfere with or their habitat. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will be made to assist.

## **16. Governing Law**

1. These terms and conditions are governed by English law. You and we both agree to submit to the non-executive jurisdiction of the Courts of England and Wales.