

## **ROOKE COTTAGES TERMS AND CONDITIONS**

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.

### **CONTRACT**

The Contract for a short-term holiday rental will be between the Owners of Rooke Cottages (referred to as “us” or “we”) and the person making the booking under the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have received and processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and the booking form must list names, addresses and ages of your party. You are responsible for ensuring that all members of your booking party comply with the Terms of Use (as set out below), however, the Contract for the provision of accommodation is between us and you (as the person making the booking).

### **PAYMENT**

Reservations must be accompanied by a deposit of 30% of the tariff price, with the balance payable at least 6 weeks before the holiday commences (8 weeks for non-UK residents). A £50.00 non-refundable admin fee is included in the tariff.

### **CANCELLATION**

#### **Cancellation by You**

Bookings placed between 02 July 2020 and 08 January 2021 are covered by Master Cancel, and are subject to different T&Cs (see below).

Bookings placed from 09 January 2021 will be treated based of the reason for the cancellation, the length of time between cancellation and your holiday, and our ability to re-let the property, as follows:

Cancellations must be immediately notified to us and confirmed in writing. The treatment of a cancellation will depend on

- the date the booking was made
- when the cancellation is made and
- the reason for the cancellation

**National Lockdown** – In the event of a national lockdown that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund.

**Regional/Local Lockdown** – In the event that the address given on the booking is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the lead booker and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

**Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at your hired Cottage for any reason.**

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, 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. Covid is also a known risk and it is possible for you to insure your holiday against it.**

## **TRAVEL INSURANCE**

It is the responsibility of the Lead Guest to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance. We strongly recommend that you take out suitable insurance which will cover you for possible cancellation of your UK holiday. There are several suitable options which include cover for COVID-related cancellation (see below), or you can look for suitable cover on comparison sites such as [www.gocompare.com](http://www.gocompare.com). We are not selling, promoting, endorsing or recommending any particular product, and do not benefit financially or have any formal relationship with any of these providers.

<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>

<https://www.allianz-assistance.co.uk/travel-insurance/Covid-19-travel-insurance.html>

<https://www.trailfinders.com/insurance#/step1>

## **REFUNDS**

All refunds will be subject to deduction of a non-refundable administration fee of £50 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).

A cancellation charge will be made based on the number of days notification of cancellation given by the person making the booking to Rooke Cottages, and whether the cottage is

re-let for the period of the cancelled stay. Rooke Cottages will apply the scale shown in the table below to determine the amount of the refund payable to you. If the cottage is not re-let, this will be a percentage of the total cost of the holiday. If the cottage is re-let, the amount refunded will be the rebooking value (which may be less than you paid) less the non-refundable administration fee of £50. For the purposes of this Condition, the total cost of the holiday shall include any extra items ordered by the Holidaymaker.

Part Cancellations – If any person(s) in your party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

Refunds for cancellations more than 6 weeks out will be made within 3 working days of the date of cancellation, which must be in writing (by email). Refunds for cancellations made less than 6 weeks 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).

Time from Cancellation to Arrival	Cottage not rebooked We Refund to you	Cottage rebooked We Refund to you
Over 6 weeks	Deposit less £50	Deposit less £50
36-42 days	60% of total cost	Rebooking value less £50
29-35 days	50% of total cost	Rebooking value less £50
22-28 days	40% of total cost	Rebooking value less £50
15-21 days	30% of total cost	Rebooking value less £50
8-14 days	20% of total cost	Rebooking value less £50
0-7 days	10% of total cost	Rebooking value less £50

## **CANCELLATION BY US**

If we (Rooke Cottages) have to cancel your booking for any reason, including a Force Majeure event, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, you will be refunded in full, or we will be happy to move your booking to alternative dates.

- (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) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or contractors; and
- (i) interruption or failure of utility service, and the period of closure covers you booking

#### **T&C's FOR BOOKINGS MADE BETWEEN 02 JULY 2020 AND 08 JANUARY 2021**

Booking made between 02 July 2020 and 08 January 2021 for holidays taken after 1 August 2020 have Cancellation Protection cover under our Master Cancel Policy if you cancel between 60 days and 2 days prior to arrival.

Only lodging costs are refunded. Additional extras, including but not limited to cleaning fees, taxes and other ancillary charges, will not be refunded.

Refund Payments for cancelled bookings from 60 days up to and including 2 days before check in date will be released back to the cancelling guest on the scheduled date of check-out of the original booking.

Cancellations made 1 day prior to or the day of check-in will not be eligible for refund.

Example: For a check in on Saturday, Guests could cancel the prior Monday, Tuesday, Wednesday, and Thursday, but not Friday (1 day prior) or Saturday (day of check in).

#### **T&C's FOR BOOKINGS MADE PRIOR TO 02 JULY 2020**

In the event of a cancellation you will be liable to pay the total amount due. However, if we manage to re-let the accommodation, 70% of the cost will be returned. You are advised to take out cancellation insurance to cover this eventuality.

The full amount is payable on reservation made 4 weeks or less before arrival.

If an overdue balance is not paid by the requested date, it will be assumed you have cancelled, and the property will become re-available. However, if the property does not re-book you will still be liable for the balance.

Cancellations must be received in writing, either by letter or e-mail. In the event of a cancellation, you will be liable to pay the total amount due. However, if we manage to re-let the accommodation, 70% of the cost will be returned. You are advised to take out cancellation insurance to cover this eventuality.

#### **COTTAGE INFO**

Holiday cottages are available from 5.00 PM on the day of your arrival to 9.30 AM on the day of departure.

All our properties are let on the basis of a non-smoking occupancy.

We supply all bed linen bath and hand towels. Beds made up ready for your arrival.

Electricity/heating/logs is included in the tariff price.

Well behaved dogs with responsible owners are accepted by arrangement and only in Honeysuckle, Walnut, Meadow, Farmhouse and Courtyard Cottages. Dogs are not allowed upstairs, on the furniture, and especially the beds, nor left unattended in the accommodation for long periods. Dogs must be kept on leads on farmland at all times. A charge of £30.00 per dog per week will be made.

There must be no more members in your party than the property is designed to accommodate.

Any breakages, loss or damage must be reported and paid for.

The proprietors reserve the right to terminate your stay if you or members of your party are believed to be causing a nuisance to the other guests or are not treating the property with due respect.

The proprietors cannot be held responsible for the failure of public services e.g. electricity, water, Internet etc. but will endeavour to ensure resumption of services as quickly as possible.

The proprietors, will not be liable for any lost, damage or injury sustained by guests unless negligence is proven.

The proprietors reserve the right to alter specifications at their discretion, without notice.

The proprietors or their representative has the right to access the premises during the period of the booking