

India Cottage: Booking Terms and Conditions

1. Contract and Booking

The contract is between us (the owners of India Cottage) and you (the named holidaymaker).

Bookings cannot be accepted from persons under 18 years of age.

India Cottage is not suitable as a “party house”, and group bookings, including for stag and hen dos, if found to being used as such the holidaymakers will be asked to leave immediately without refund or compensation a charge may be made for any damage or cleaning required.

No bookings are valid until confirmed by us in writing (including by email).

2. Booking Deposit & Balance Payments

If you make a booking more than 9 weeks before the holiday date you will be required to pay a 1/3rd Deposit (rental cost and cleaning fee) when making the booking and the balance will be due no later than 9 weeks before the holiday is due to start.

If you make a booking within 9 weeks of the start of the holiday you will be required to pay for the holiday in full at the time of booking.

We reserve the right to cancel your holiday and re-let any holiday where any payment due is more than 7 days' late. In these circumstances you will not be entitled to any refund.

The Booking Deposit is non-refundable.

3. Security Deposit

In addition to your booking deposit we ask for a security deposit of £100, this is held until you check-out and our housekeeper has confirmed the property condition. Assuming all is in order, the security deposit will be returned to your bank account within 5 working days following your departure.

4. If we are unable to make the Property available

In the exceptional circumstances where we cannot make the Property available to you for your booking we will try to find you suitable alternative accommodation or we will arrange a refund of all amounts you have paid towards the accommodation cost. We will not be responsible to pay any compensation or expenses (such as ferry fares) as a consequence of such an event.

5. Guest Cancellations

If you cancel prior to the holiday arrival date you may be due a partial refund.

The refund will depend on the amount of notice you give us before the holiday start date.

If section 3 applies you will be entitled to a full refund of the accommodation costs. In all other circumstances, the refund will be calculated as follows:

- 21 or less days' notice – No refund due
- 22-35 days' notice – 10% of the total accommodation cost
- 36-49 days' notice – 20% of the total accommodation cost
- 50-63 days' notice – 40% of the total accommodation cost
- More than 63 days' notice – your liability to pay the balance will be waived, however, the Deposit will not be refunded. If the holiday was paid in full and more than 63 days' notice is provided then 2/3rds of the total accommodation cost will be refunded.

The Deposit is non-refundable in all circumstances when you cancel a holiday, unless section 3 applies. If a refund is due we will aim to return the applicable amount within 10 days of cancellation.

6. Holidaymakers' responsibilities

You will ensure that you and all Holidaymakers using the cottage will:

- act responsibly and carefully whilst at the Property, abiding by any property specific house rules and leave the Property, and all things in or at it, in the same state of repair as at the start of the holiday;
- report to us any damage or breakages made during the holiday occupancy and pay for damage (wear and tear accepted);
- not smoke at the Property nor allow anyone else to smoke at the Property (including vapes);
- not allow more than the maximum number of people (four) or pets to stay at the Property as stated on the Website;
- at all times comply with any applicable laws and local or Government guidance, and ensure that no Holidaymaker or their guests or pets do anything which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance;
- not enter the Property before the stated/agreed arrival date and time and will leave the Property on or before the stated departure date and time;
- treat people with respect and not act in a way which is abusive, violent, destructive, menacing, or harassing towards us, any member of our team, any member of the community in which the Property is situated, or any of our employees, directors, consultants or other party acting on our behalf;
- secure the Property (including all windows and doors) whenever leaving the Property.

We will be entitled to make a reasonable charge where Holidaymakers have failed to comply with these responsibilities. In serious cases, Holidaymakers may have to leave the Property early without any compensation or refund.

7. Our responsibilities

We will ensure that:

- the Property is cleaned, sanitised and ready for the Holidaymakers by the stated arrival date and time;
- suitable arrangements are made for you to access the Property;
- they treat all Holidaymakers with respect and not act in a way which is abusive, violent, destructive, menacing, or harassing towards any Holidaymaker at their Property;
- we can be easily contacted (at reasonable times) by phone, text or email.
- the Property, complies with all applicable laws and regulations (including health and safety regulations);
- adequate liability insurance is in place in respect of the Holidaymakers' stay; and
- all Holidaymakers will have exclusive access to the Property for the duration of the holiday (although all Holidaymakers will allow us or any representative, including us, access to the Property if reasonably required).

8. Pets

Dogs are allowed at India Cottage subject to the restrictions listed on our website.

If any Holidaymaker has an allergy to dogs, please be aware that India Cottage is dog-friendly and although thoroughly cleaned and sanitised at the end of each stay we cannot guarantee small traces of dog remain. We cannot accept responsibility for any suffering which may occur as a result of such animals having been previously present in the property.

The following dog terms apply:

- Dogs must be under strict control at all times while in or at the Property;
- Any fouling must be cleared up without delay;
- The dog owner must bring the dog's bed or basket for sleeping in;

- Dogs must not be left alone in or at the Property or elsewhere at any time;
- Dogs must not lie on beds or furnishings, and hair must be cleared up before departing;
- Dog owners must ensure that their pets are free from parasites and fleas before they occupy the Property. Failure to do so may incur subsequent charges;
- Young dogs (e.g. puppies less than 6 months' old) must be declared to us at the time of booking and authorised by us;
- You will be liable for any damage caused by any Holidaymakers' dogs. Any damage is to be reported to us immediately. Any additional cleaning required, that may incur an additional charge, will be at our discretion.

Pets other than dogs may be allowed at our discretion. This must be approved prior to making a booking and confirmed in writing/email.

If you break these terms, we may notify you that you have broken these terms and may cancel the booking and ask that the Holidaymakers leave the Property before the end of the holiday period without compensation, or that they pay an additional reasonable charge.

9. Complaints procedure

If you have any complaint concerning a Property, the matter should be taken up with us directly. We will do our best to resolve your complaint, where possible. It is important to raise any complaint while you are still at the Property.

10. Limitation of Liabilities and Legal

The contract to occupy the Property is made on the basis that the Property is to be occupied by the Holidaymakers for a holiday (as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 or similar legislation in other jurisdictions).

When making a booking, you acknowledge on behalf of all Holidaymakers that the tenancy granted by these terms and conditions is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

Once you have made a booking there is no "cooling off" period as the contract you have made is for accommodation services for a specific period of performance.

We accept no responsibility for personal injury to, or death of, Holidaymakers or anyone they invite to the Property, or loss of or consequential loss or damage to their property, or for other matters over which we have no control.

If either you or us fails to comply with these terms and conditions you or us will be liable (only) for losses which are a foreseeable consequence of the failure to comply with the applicable terms. Losses are foreseeable where they were contemplated by you and us at the time you made the booking.

Nothing in these terms and conditions will limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our or our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.