



## **Booking Terms & Conditions**

Please read these Terms and Conditions carefully as they form part of your agreement with us together with:

### **Your Confirmation of Booking**

We aim to provide Terms and Conditions which are easily understandable. If there is any term that you do not understand, then please discuss it with us before making a booking.

#### **1. Definitions**

- 1.1 When the following words are used in these Terms and Conditions, this is what they will mean:
- 1.2 Accommodation means the accommodation that we are providing to you as set out in the Booking.
- 1.3 Booking means your request to use the Accommodation.
- 1.4 Confirmation of Booking means our acceptance of your Booking.
- 1.5 Terms and Conditions means the terms and conditions set out in this document.
- 1.6 You and Your(s) means the person or person who made the Booking.
- 1.7 We/Our/Us means Weld Estate.
- 1.8 Any reference to paragraphs are paragraphs in these Terms and Conditions.
- 1.9 When We use the words 'writing' or 'written' in these Terms and Conditions, this will include e-mail unless We say otherwise.

#### **2. Our contract with you**

- 2.1 These are the Terms and Conditions on which We will supply the Accommodation to You.
- 2.2 When You submit your Booking to Us this does not mean We have accepted your Booking. The Booking will not come into force until You have received a Confirmation of Booking from Us.
- 2.3 You are responsible for checking that the details of Your Confirmation of Booking are correct. If any details in Your Confirmation of Booking are incorrect, You are responsible for notifying Us of this as soon as possible.

- 2.4 You must be at least 18 years old at the time of making the Booking.
- 2.5 We reserve the right to refuse any Booking. If We are unable to supply You with the Accommodation You require. We will inform You of this and We will not process the Booking.

### **3. Paying for the accommodation**

- 3.1 For Bookings made more than 30 days in advance of Your arrival date, You must pay a deposit of 10% per Cottage at the time of making the Booking and the outstanding amount at least 30 days before Your arrival date.
- 3.2 For bookings made less than 30 days in advance of your arrival date, you must pay the total cost of your holiday at the time of making the Booking.
- 3.3 Payment can be made in any of the following ways:
- Credit card
  - Debit card
  - Cheque
  - Cash
- 3.4 If you do not pay the total amount of the Booking by the date it falls due, we will write to you with a reminder. If you fail to make payment of the total amount of the Booking within 14 days of the date of the reminder, 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 Paragraph 6.2 will apply.
- 3.5 Payments for damages and return of Security Deposit (where applicable)
- 3.6 Any damages, breakages or additional cleaning required at the time of Your departure must be paid for upon departure. If any damages, breakages or the need for additional cleaning are discovered after Your departure an invoice will be issued. These invoices are payable immediately upon Your receipt of them.
- 3.7 Where a Security Deposit has been provided, we will deduct the cost of any damages, breakages or additional cleaning from the Security Deposit and return the balance (if any) to You with 3 weeks of Your departure. If the amount is greater than the Security Deposit, You must immediately pay any amount which exceeds the Security Deposit upon receipt of the invoice.

### **4. Pricing of our accommodation**

- 4.1 Once you have made your Booking, the price will not be subject to any change.
- 4.2 If the rate of VAT changes between the date you submit Your Booking and the date we send you a Confirmation of Booking, we will adjust the rate of VAT payable by You unless You have already paid in full before the change in the rate of VAT takes effect.
- 4.3 It is always possible that, despite our best efforts, our holidays may be incorrectly priced. We will normally check prices before accepting your Booking so that, where the correct price at the date of your Booking is less than our stated price, we will charge the lower amount. If the correct price at the date of your Booking is higher than the price stated, we may contact you for your instructions before we accept your Booking. If we accept your Booking where a pricing error is obvious and un-mistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

## **5. Occupiers of the accommodation**

- 5.1 At the time of making your Booking, you must provide us with the names and addresses of all persons intending to occupy the Accommodation for the duration of your Booking. You agree to not have anyone, other than those detailed on the Booking, staying at the Property.
- 5.2 Only you and the persons named on Your Confirmation of Booking will be entitled to occupy the Accommodation for the duration of Your Booking. We reserve the right to refuse entry to any person who is not named in Your Booking.
- 5.3 Once Your Booking has been confirmed, you cannot transfer Your Booking to anyone else or amend it (this includes changing the members of Your party by either removing or adding persons to Your Booking).
- 5.4 You are responsible for the behaviour of all persons in your Booking and any visiting guests, including any children.
- 5.5 You must ensure that any children in Your Booking are properly supervised by a responsible adult at all times so that they do not cause a nuisance or danger to themselves or others. Complaints from adjoining or nearby occupants regarding Your behaviour may result in requiring You to leave the Property immediately without a refund of any monies paid by You.
- 5.6 We recommend that You take out Your own insurance to cover against any damages that may occur. You should ensure that any such insurance covers You for pre-booked UK self-catering holiday.

## **6. When you may cancel your booking**

- 6.1 You may cancel your Booking at any time. Cancellation will be effective on the date it is received by us.
- 6.2 If You cancel Your Booking we shall only be liable to refund you the following percentages of the total price of the Booking, including extras. The amount We agree to refund You is dependent on how close Your cancellation is to the start of Your Booking. This is because We are less likely to recover the cost of Your Booking by re-selling the Accommodation. The amount of any refund due therefore decreases as Your arrival date approaches:
- 6.3 Notice of cancellation received more than one month before Your arrival date: 50%
- 6.4 Notice of cancellation received between one week and one month before Your arrival date: 25%
- 6.5 Notice of cancellation received one week or less before Your arrival date: 0%
- 6.6 If You decide to vacate the Accommodation before your date of departure, for any reason other than as a result of Us breaching Our obligations under these Terms and Conditions or our negligence, we are not liable to offer You a refund.

## **7. When we may cancel your booking**

- 7.1 If you are in serious breach of Your obligations under these Terms and Conditions and/or Park Rules and the breach is not capable of being remedied, we may give You reasonable notice to cancel Your Booking.
- 7.2 If You are in breach of any of your obligations under these Terms and Conditions which is capable

of being remedied We may write giving you warning, specifying the breach and asking you to remedy within a reasonable and specified period of time. If You do not comply with that warning and the breach is serious and/or amounts to persistent breaches of obligation, which taken individually would be minor but which taken together would cause a breakdown in the relationship between You and Us, we are entitled to write to You to cancel Your Booking.

7.3 Where We cancel Your Booking under paragraphs 7.1 and 7.2 of these Terms and Conditions We shall only be liable to refund You on the same scale set out in paragraph 6.2.

7.4 If We have to cancel Your Booking as a result of any cause beyond Our reasonable control, we will only be liable to pay You any sums which You have already paid to Us under these Terms and Conditions.

## **8. Arrival & departure**

8.1 You will be sent directions to the property and details of where to collect Your key prior to your arrival.

8.2 Your Accommodation should be available from 4pm unless with prior arrangement.

8.3 You must vacate the Accommodation and return the cottages keys to the nominated key safe by 10:00am on Your day of departure.

## **9. Accommodation**

9.1 You must take reasonable care of the Accommodation, including any fixture and fittings, and leave the Accommodation in a clean and tidy condition on your date of departure. Should We be dissatisfied with the condition of the Property upon Your departure, You will be liable for any charges associated with additional cleaning or for damage caused during Your stay;

9.2 If You discover that anything in the Accommodation is missing or damaged on arrival, please notify us immediately by contacting Reception on 01929 400888.

9.3 You will be responsible for the cost of any damage You or a member of Your Booking cause to the contents of the Accommodation and, where applicable, the Accommodation itself. Please do tell us if You break anything during Your stay.

## **10. Vehicles**

10.1 Please only park Your vehicle in the allocated parking space(s) at the property.

## **11. General**

11.1 You must not smoke in any of the Cottages. No naked flames are allowed within 100m of a thatched property.

## **12. Pets**

12.1 You must tell us at the time of Booking if You are intending to bring a dog with You to the Cottage. Dogs are only permitted in certain Cottages and so We will need this information to ensure that the appropriate Cottage is booked for you.

12.2 You must adhere to the pet policy as set out in the Welcome Pack, You must keep Your dog off any furniture and not leave Your dog unattended in the Cottage at any time.

- 12.3 Where the House Conditions provide consent to a pet at the Property You agree to be responsible for cleaning the Property before Your departure so as to remove all traces of the animal being at the Property.
- 12.4 You will be responsible for any cleaning or other costs incurred as a result of You failing to meet Your obligations under condition 12.2.

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

- 13.1 If we fail to comply with these Terms and Conditions or are negligent, we are responsible for loss or damage You suffer as a foreseeable result of Our breach 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 into this contract.
- 13.2 We do not exclude or limit, in any way, our liability for:
- death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or
  - fraud or fraudulent misrepresentation.

### **14. Complaints**

- 14.1 Sometimes things may go wrong. If You have a problem please tell the Park reception straight away and, we will do all We can to resolve the matter to your satisfaction.
- 14.2 If We cannot resolve Your complaint during Your stay with Us, please contact the Estate Office Reception on 01929 400352.
- 14.3 As a consumer, you have legal rights in relation to Your Booking. Advice about those rights is available from Citizens' Advice Bureau or Trading Standards. Nothing in these Terms and Conditions will affect these rights.

### **15. How we may use your personal information**

- 15.1 We will use the personal information you provide to us to:
- provide the Accommodation;
  - process Your payment to us;
  - inform you about similar accommodation, offers or products that We provide, but You may stop receiving this information at any time by contacting Us. We will not give Your personal data to any third party unless the law requires us to do so.

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