



# LULWORTH

... DORSET ...

## 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, the please discuss it with Us before making a Booking.

#### 1. Definitions

When the following words are Used in these Terms and Conditions, this is what they will mean:

- 1.1. Accommodation means the Accommodation that We are providing to You as set out in the Booking
- 1.2. Booking means Your request to Use the Accommodation
- 1.3. Confirmation of Booking means our acceptance of Your Booking
- 1.4. Terms and Conditions means the terms and conditions laid out in this document
- 1.5. You and Your(s) means the person(s) who made the Booking
- 1.6. We/Our/Us means the Weld Estate
- 1.7. Any reference to the paragraphs are paragraphs within these Terms and Conditions
- 1.8. 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 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 these as soon as possible.

2.4.You must be at least 18 years old to make the Booking

2.5.We reserve the right to refer 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 25% of the total for each 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
- Cash
- BACS transfer (by request)

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 the payment of the total amount of the booking within 14 days of Your arrival date, 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 after Your departure will be deducted from Your security deposit (where applicable)

### **4. Pricing of the Accommodation**

4.1.Once You have paid Your deposit, 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 of the rate of VAT takes effect.

4.3.It is always possible that, despite Our best efforts, Our holiday 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 if higher than the price stated, We may contact You for Your instructions before We accept Your booking. A lower price will only be honoured if quoted in writing. If We accept Your booking Were a pricing error is obvious and un-mistakable and could reasonably have been recognised by You as a mis-pricing, We may end the contract and refund You any sums You have paid.

## **5. Occupiers of the Accommodation**

5.1. At the time of 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 person named on Your Confirmation of Booking will be entitled to occupy the Accommodation for the duration of You 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 occupant 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 Your own insurance to cover against any damages that may occur. You should ensure that any such insurance cover You for pre-booked UK self-catering holidays

## **6. When You may cancel Your booking**

6.1. You may cancel Your booking at any time. Cancellations must be given in writing, and 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

6.2.1 All deposits taken are non-refundable. If you cancel your booking before paying the balance, no refund is due on the deposit.

- 6.2.2 Cancellation received more than one month ahead of Your arrival date = 50% refund (only if balance has been paid)
- 6.2.3 Cancellation received between one month and one Week of Your arrival date = 25% refund
- 6.2.4 Cancellation received within one Week of Your arrival date = no refund

6.3.If You decide to vacate Your 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 give 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 a 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 and Departure**

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

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

8.3.You must vacate the Accommodation and return the property key to the nominated key safe by 10am on the day of Your 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 the Lulworth Holidays Team on 01929 400888

9.3.You will be responsible for the cost of any damage You or a member of Your Booking may cause to the content 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

10.2. We offer our guests free parking across the Lulworth Estate for the duration of Your stay. This will have been explained to You in the Booking summary email, but please do ensure that You have sent Us registrations for the permitted amount of cars prior to 4pm on the day of Your arrival. Any registrations received after this time will not be eligible for the complimentary parking.

## **11. General**

11.1.You must not smoke in any of the property. 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 property. Dogs are only permitted in certain properties and so We will need this information to ensure that the appropriate property is booked for You.

12.2.Cats are not permitted in any property

12.3.You must adhere to the pet policy set You in the Welcome Pack. You must keep Your dog off any furniture and not leave You dog unattended in the property at any time

12.4.Where the consent has been given to permit a dog in the property, You agree to be responsible for the cleaning of the property and immediate outside areas or private gardens before Your departure so as to remove all traces of the animal being in the property. This includes all dog mess. If dog mess is found to be in the property, or in the immediate outside areas or private gardens of the property after Your departure, You will be deducted a cost of cleaning from Your security deposit.

12.5.If it is found that dogs have been permitted on the beds or furniture during Your stay, or that dogs have caused damage to any of the fixtures or fittings

in the Accommodation, or to the Accommodation itself, You will be deducted the cost of cleaning and repairs from Your security deposit. If the damage incurred is greater than the sum of Your security deposit, You will be invoiced for the additional amount.

12.6.If it is found that You have brought a dog into a property that does not permit dogs, You will be deducted the cost of a professional deep clean of the property from Your security deposit.

### **13. Our liability to You**

13.1. If We fail to comply with the Terms and Conditions or are negligent, We are responsible for the loss or damage You suffer as a foreseeable result of Our breach or Our negligence. 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:

1. Death or personal injury caused by Our negligence or the negligence of Our employees, agent or subcontractors; or
2. Fraud or fraudulent misrepresentation.

### **14. Complaints**

14.1. Sometimes things may go wrong. If You have a problem please call the Cottages team on 01929 400888 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 Cottages team in writing by emailing [cottages@lulworth.com](mailto:cottages@lulworth.com)

14.3.As a consumer, You have legal rights in relation to Your Booking. Advice about those rights is available from the Citizens' Advice Bureau or Trading Standards. Nothing in these Terms and Conditions will affect these rights.

### **15. How We Use Your personal information**

15.1.We will Use the personal information You provide Us with to:

1. Provide the Accommodation
2. Process Your payment with Us
3. Inform You about similar Accommodation, offer or products that We provide if You choose to opt in to our mailing list. You may choose to 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.

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