

## Terms and Conditions for Jerry and Ben's Holiday Cottages

### General

This is a legally binding contract between the property owner of Jerry and Ben's Holiday Cottages and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Jerry and Ben's Cottages, Hole Bottom, Hebden, Skipton, BD23 5DL Being made up of 3 individual cottages: Mamie's Cottage, Robbin Middle Cottage, and Paradise End Cottage.

### Bookings

A booking deposit is payable within 1 day of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system. The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the damage deposit (when charged) is payable not less than 8 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking.

### Cancellation by the Holidaymaker

**Your contract with us is a contract for the provision of holiday accommodation on a specific date or dates and this means you do not have a statutory right to change your mind and cancel the contract.**

1. If you are forced to cancel the holiday booking due to unforeseen circumstances, you must let us know by email as soon as possible. Cancellation of the booking by the holidaymaker should be made to [fiona@jerryandbens.co.uk](mailto:fiona@jerryandbens.co.uk). If we have not responded within 24 hours, please message us on 07826 628335.
2. The deposit is non-refundable. We will endeavour to resell the dates. If this is possible, we will refund any money, minus administration costs. If we are unable to resell the dates at the full rate which you have initially paid, then we will only refund you part of what we receive from the new booking.

Number of days prior to booking start date	Cancellation charge
• More than 56 days	full deposit
• 56 to 36 days	75% of total cost
• 35 days or less	100% of total cost

**We strongly advise that you take out appropriate travel insurance for all members of your party.** This should ideally cover illness, injury, and holiday cancellation insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation. In the event of a cancellation, we will attempt to re-let the property and if successful, we will refund your payment less our administration fee and any costs involved. However, we strongly recommend you take out holiday cancellation insurance.

If you voluntarily leave the property before the end of the holiday period, no refund will be given in respect of the portion of the holiday period when you do not occupy the holiday property.

## **Damage Deposit**

A £150 security charge may also be added to each property. This charge is only added with prior notification. This charge is usually only added when guests have previously left the property in an unsatisfactory condition. We usually add on the damage deposit as standard on all group bookings. Payments will only be taken from this security deposit for:

1. Any excessive mess or damage to the property, fixtures, or fittings
2. Any additional costs incurred after departure such as excessive cleaning time or hire of additional cleaning equipment.
3. Excessive use of utilities.
4. Damage or mess caused by pets.
5. Any missing fixtures or fittings.

## **Return of Damage Deposit**

Your damage deposit, if charged, minus any deductions, will be returned to you within 1 week of the departure.

## **Cancellation by the Property Owner**

We do not expect to have to make changes to your booking. The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes unavailable we do reserve the right to cancel the booking. The property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

## **Cancellation due to events beyond our control**

We will not be legally responsible or have any liability to you for any failure to perform our obligations under these terms and conditions that is caused by an event outside of our control. The inability or delay in carrying out these responsibilities will not be treated as a breach of these booking conditions. This means an event that we could not, even with all due care, avoid, either before the arrival date or during the holiday period, including but not limited to:

- natural disaster
- acts of terrorism, war, riot, or civil commotion
- malicious damage
- keeping to any law or government order, rule, regulation, or direction
- significant risk to human health such as an outbreak of a serious disease, epidemic or pandemic
- breakdown of equipment or machinery
- destruction or interruption of electricity supply
- insolvency or bankruptcy of owner
- fire, flood, snow or storm or adverse weather conditions
- strike, lock-out or labour dispute
- failure of water or contamination of water supply
- failure of public or private telecommunications networks
- failure of public or private utilities

## **Compensation**

1. The owner cannot accept responsibility or pay any compensation where we are prevented from carrying out any obligation to you under these terms and conditions.

2. The owners shall not be liable for death or any personal injury. No liability is accepted for any other damage, injury, loss, expense accidental or otherwise or inconvenience to you or any member of your party and/or your or their belongings, damage by or to any third party or for damage to any motor vehicle or its contents which may be suffered, incurred, arise out of or in any way be connected to the holiday property.

### **Miscellaneous**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made, and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

You should take reasonable steps to ensure the holiday property is suitable for your need before you book. This may include issues such as property type, location, accessibility, facilities, stairs, grounds/garden and so on. We will answer any queries about properties to enable you to make an informed decision about a property's suitability prior to making a booking.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

### **Visitor standards and behaviour. You and your party must:**

1. Read the information folder about your accommodation carefully on arrival. Ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.
2. Keep the holiday property and its contents clean and in good condition and be responsible for the cost of repairing any damage to the same.
3. Leave the holiday property in the same condition as you found it.
4. You must not alter or move the furniture in a manner that would damage it. You will be responsible for any cost of repairing any damage to the same.
5. Not use the accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities.
6. Not cause any nuisance or annoyance to any neighbours or anyone else staying in other Jerry and Ben's Cottages during your stay.
7. Not smoke in any part of the accommodation. Please note smoking includes use of vapours and/or e-cigarettes.
8. Not smoke on the terraces around Jerry and Ben's cottages where it might cause annoyance to your neighbours in the cottage next door.
9. Not use candles, fireworks or Chinese lanterns at your accommodation.
10. Use BBQs responsibly. Make sure BBQs are covered and ash disposed of correctly following use.
11. Tell the owner about any damage to the property as soon as possible.

### **Number of Guests**

1. The maximum number of people entitled to stay at each property is Paradise End 8 guests, Mamie's Cottage 5 guests and Robbin Middle 4 guests and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a

breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub-letting or assignation of the let is prohibited.

2. For purposes of occupancy limits a child over the age of 2 is considered an occupant.
3. Each cottage allows one infant (under the age of 2) in addition to the stated number of guests.
4. You must not bring additional camp beds to the accommodation or allow tents, caravans, campervans, or motorhomes at the accommodation.
5. You must not permit temporary guests to the holiday property to stay overnight.

## Outgoings

1. Reasonable costs of electricity and oil are included in the holiday cost. The owner reserves the right to charge you for any use of electricity, oil or TV services that they believe to be excessive.
2. Fuel for open fires/stoves is not provided unless specifically being advertised as being provided. If inappropriate fuel is used, you will be liable for the cost of making good any damage. If you are in any doubt about how to use an open fire/stove or what fuel to use, you must check with us first.
3. You and your party must use the Wi-Fi and internet fairly and appropriately. The internet access provided is intended for general personal use such as access to email. Messaging, social media, light video, music, and media streaming. It is not intended for heavy media streaming, online gaming, extensive downloads, or uploads. Access to illegal activity or use of our network for illegal activity is prohibited and will be reported to local authorities.

## Water

The properties share a private spring water supply. We advise that you may prefer to buy bottled water or boil our water before drinking it.

It is filtered, and UV light treated. It is also inspected by Craven District Council. However, due to rapidly changing weather conditions, particularly after heavy rain, our water supply can become unsafe to drink. At times, the water does become discoloured. **We strongly advise you to buy bottled water or boil all drinking water** at these times.

In the event of our treatment system failing, we will issue a Boil Water notice and supply you with an initial supply of bottled water. **You must not drink the water at this time.**

The owners cannot accept responsibility for water shortages or failure of the spring supply due to events outside of our control.

## Weather

No liability is accepted for access difficulties to the Holiday Properties caused by weather conditions affecting access, you are strongly advised to seek the latest information relating to access prior to setting off for your journey.

## Housekeeping

We will leave cleaning materials and basic household products such as washing up liquid, dishwasher tablets, loo paper etc, at the property, which will be available for you to use during your stay. However, we will not be obliged to provide or continue providing such products during your stay.

## Equipment for infants

If you require the use of highchairs, booster seats or stairgates please notify us at the time of booking, and we can advise on the availability of these items. We do not make an additional charge for using any of these items.

Please note we do not supply or hire travel cots. You will need to bring your own travel cot with you.

Robbin Middle cottage does have a full-sized wooden cot that can be used in this cottage only. The cot will only fit in the double bedroom of this cottage and must not be moved from this room. We can supply a fitted mattress protector and sheet for this cot.

## **Pets**

1. No pets are allowed in Robbin Middle Cottage, Paradise End Cottage or the shared grounds and gardens of Jerry and Ben's Cottages at any time.
2. 1 small/medium sized dog is allowed in **Mamie's Cottage** subject to the property owner's agreement. All pets must be house trained, and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.
3. Pets must not be left unaccompanied in the property at any time and must not be allowed upstairs, on the beds or furniture. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required.
4. Owners must ensure that they pick up after their dog.
5. Pets are not allowed in the grounds shared with the other two cottages at Jerry and Ben's. Ask the owner for further details about this. The property owner cannot be held responsible for any accident or injury to a pet during their stay.

## **Arrival and Departure Time**

Every effort will be made to have the property available from 4pm on the day of arrival. The property must be vacated by 10am on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

## **Liability**

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

## **Cleaning**

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

## **Breakages**

1. If you discover that anything is missing or damaged on arrival at your accommodation you must notify the owner immediately.
2. The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) as soon as possible. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

## **Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as possible.

## **Parking**

1. Parking will be provided for you and your guests, but all vehicles are parked at the owner's risk.
2. The carpark is shared between the owners and the three holiday properties. The maximum number of vehicles permitted for each property are as follows: Paradise End 3 vehicles, Robbin Middle 2 vehicles, Mamie's Cottage 2 vehicles.
3. You must inform the owners if you need to park a greater number of vehicles. At times extra vehicles may need to be parked in the village and not in our carpark.
4. Parked vehicles must not obstruct farm access.

## **Website**

We reserve the right to make alterations to our website at any time and you are advised to view the most up to date details of the holiday property on our website prior to booking.

## **Damage and Lost Property**

You and the members of your party are responsible for taking care of the property during your stay. All equipment and contents must be left clean and tidy on departure,

We reserve the right to charge you for any missing fixtures or fittings, excessive mess or damage caused to the holiday property during the holiday period by any member of the booking party. This includes breakages, spillages, stains, damage to furniture or fixtures or fittings.

We will retain any items left at the holiday property for a period of 28 days following the departure date. We do not accept any responsibility for items left behind or for the safe carriage of any items returned to you. There may be an additional charge to cover postage and packing. Items of food and drink will not be returned.