

# Booking Conditions

Reservations, whether made by telephone, email, in person, in writing or from the internet are accepted by Jet Cottage Whitby, hereinafter referred to as Jet Cottage, on the following conditions. Jet Cottage is owned by Ivory Printers (Holdings) Limited, which is a private limited company incorporated in England, registered number 05862920 and registered address at The Counting House, Nelson Street, Kingston Upon Hull, East Yorkshire HU1 1XE. VAT No. 911 3117 73.

## 1. CONTRACT OF HIRE

The hiring contract will be between Jet Cottage and you the Hirer for which the booking is made and shall be deemed to be made subject to these Conditions of Hire. The Contract of Hire is governed by English law and jurisdiction and is not effective until Jet Cottage dispatch to the Hirer written confirmation of the holiday booking. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 18 years of age.

## 2. INITIAL PAYMENT

Bookings will be reserved upon receipt by Jet Cottage of the required deposit payment of one third of the total holiday cost. If the booking is made within eight weeks of the holiday commencement date, the full accommodation rental will be required at the time of booking. Deposits can be paid by BACS transfer or cheque.

## 3. BALANCE PAYMENT

The Balance of the Hire will be due for payment eight weeks before the holiday commencement date. On receipt of the Balance Payment, advice on key collection arrangements and directions to the property will be sent to the Hirer. Jet Cottage reserves the right to cancel a holiday where full payment has not been received more than 14 days after the due date. The deposit paid on the booking is non-returnable.

## 4. METHOD OF PAYMENT

Payments can be made by BACS transfer (bank details are provided on the booking form) and/or Cheques which should be made payable to Ivory Printers (Holdings) Ltd with the Booking Reference written on the back.

## 5. VALUE ADDED TAX

Where VAT applies to the property rental, it is included in the quoted price at the prevailing rate. Jet Cottage's Confirmation of Booking is not a VAT invoice. All Jet Cottage charges and VAT inclusive rentals are subject to change if the rate changes.

## 6. CONFIRMATION OF BOOKING

Once Jet Cottage has issued a Confirmation of Booking, the Hirer is responsible for the total published price of the holiday let and extras as shown on the confirmation. Amendments to bookings, where applicable, will be subject to an administration fee of £50. Jet Cottage reserve the right to adjust prices quoted in it's literature or on the website, due to errors or omissions or changes in VAT.

## 7. BOOKING CANCELLATION

If you are forced to cancel your holiday you must inform Jet Cottage as soon as possible. The day we receive your notice to cancel is the date on which we will cancel your booking. Depending on your reason for cancellation, you may, at our sole discretion, receive a refund of all money you have paid to us for your booking less a handling charge of £50. See below holiday cancellation and curtailment policy for details of circumstances where we would normally make such a refund. In all other cases, you will remain liable for full payment unless we are able to re-let all or part of the period booked, in which case Jet Cottage will consider a refund, less the handling charge of £50. It is always advisable to take out holiday insurance. See below cancellation policy for full details.

### Holiday Cancellation and Curtailment

If, after you have booked and paid for your holiday you find that you cannot take it for the reasons that are set out below:

- Death, illness, injury or compulsory quarantine of you or any member of your travelling party named on the booking or of any \*relative or \*\*close business associate (see definitions below), excluding pets.
- Disorganisation or disruption of any UK mainland public transport service due to strike, lock out, riot or civil commotion on which you rely to reach your holiday home. Tickets required as proof of claim.
- You or any member of your travelling party being required to undertake jury service or appear as a witness at a court of law providing you have had your written request for an alternative date refused.
- Police requiring the presence of you or any member of your travelling party following fire or theft at your home or place of business.
- Accidental damage to your or any member of your travelling party's home, occurring within 14 days of the planned departure date or during the holiday and rendering the home uninhabitable.
- You or any member of your travelling party receiving notification of redundancy within two months of the holiday start date, which qualifies for statutory payment under current legislation.

\* Spouse, partner, child, parent, parent in law, brother, sister or fiancé(e)\*\* Co-Director or Business Partner

But not including:

- Any recurring, chronic, or continuing illness or condition and pre-existing medical conditions or injuries.
- Pregnancy or giving birth when the expected date of birth is within two months of the start of your holiday.
- Epidemic or pandemic as declared by the World Health Organisation, Department of Health or DEFRA.
- Drug addiction or alcoholism.
- Failing to follow proper medical advice.
- Certain hazardous sports or pastimes (definition available on request).
- Travelling against medical advice.
- Divorce, separation or personal relationship breakdown.

We will normally, but at our absolute discretion, refund up to the cottage holiday rental you are liable to pay, less a handling charge of £50.

The decision of Jet Cottage will be final in all cases. If you do need to cancel your holiday, please telephone Jet Cottage immediately on 0771 815 0628 and follow up by writing, within 5 days, to *Jet Cottage, Unit C3 Willowbridge Way, Castleford, West Yorkshire, WF10 5NP*.

In all other cases, we would endeavour to re-let the booking and if successful would normally consider a goodwill refund of the cost of the holiday less a handling charge of £50 and any other reasonable costs incurred in remarketing the holiday. The deposit would not be refunded in such cases. If we are not successful in re-letting the booking, the holiday cost remains payable in full.

## 8. PETS

Bookings that include pets are taken on the understanding that all flea and worming treatments are up to date. Please remember that they should not be left unattended in properties and we insist on pets remaining in the living room and/or kitchen and off furniture at all times. You, as pet owner, will be responsible for removing any evidence left by your pet and reimbursing Jet Cottage for any damage caused. Please show consideration for guests visiting after you have gone home and bear in mind that some popular beaches do not permit dogs during the summer months. Jet Cottage accepts one pet at no extra charge.

Customers with allergies should be aware that we cannot guarantee that an assistance dog has not stayed in Jet Cottage recently. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present. Further, although all of our properties are cleaned between lets and regularly 'deep cleaned', we cannot guarantee that Jet Cottage will be completely free from pet hair.

## 9. AMENITIES

The use of the accommodation and amenities is entirely at the users' risk and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings. However, Jet Cottage do not seek to exclude or limit legal liability for the negligence of their servants or agents.

Further, Jet Cottage will not be liable to you, any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building work at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstance.

## 10. PARTY NUMBERS/COMPOSITION

In no circumstances may more than 4 people occupy the property. Jet Cottage reserve the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. Further, where Jet Cottage specify a minimum age limit for customers, in no circumstances may any persons under the specified age limit, as stated in the brochure/website, occupy the property. Jet Cottage reserve the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. Jet Cottage reserve the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

## 11. YOUR RESPONSIBILITIES

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. If a property is not left clean and tidy, any additional cleaning costs will be charged to the hirer. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed. The property must be vacated by 10.00 am on the day of departure.

## 12. DAMAGE

All damages and breakages are the legal responsibility of the Hirer and should be reported immediately and before the end of the holiday. The reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of Hire by you or other members of your party shall be payable on demand to Jet Cottage who may also, at their discretion, refuse further bookings. Jet Cottage has the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). Jet Cottage reserves the right to repossess the Holiday Home at any time where you or any member of your party has caused damage, and in such circumstances Jet Cottage shall not be liable to make a refund of any remaining portion of the hire terms paid.

## 13. ACCIDENTAL DAMAGE DEPOSIT / WAIVER

It is a requirement when booking Jet Cottage to pay an Accidental Damage Deposit of £100.00.

13.1 The Accidental Damage Deposit is due with the balance of your holiday, it will be cashed on receipt and held by Jet Cottage to be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of Hire by you or other members of your party. The balance of the Accidental Damage Deposit will be returned to you within 28 working days of the departure date. Where such costs exceed the Accidental Damage Deposit you will pay such excess to Jet Cottage within 14 days of being notified.

13.2 Where you have agreed to pay the Accidental Damage Deposit Waiver of £13.00 the Accidental Damage Deposit is not payable. The Accidental Damage Deposit Waiver is a non-refundable payment by you to Jet Cottage in lieu of the Accidental Damage Deposit. The Accidental Damage Deposit Waiver covers the costs of making good any loss or damage to the property and/or its contents caused through act or omission during the period of Hire by you or other members of your party up to the value of the Accidental Damage Deposit. Where any such damage caused exceeds this amount, you agree to pay to Jet Cottage.

## 14. LITERATURE

Jet Cottage take every care to ensure the accuracy of the property description. All information in our advertising literature and on the Jet Cottage website is given in good faith and is believed to be correct at the time of going to press, Jet Cottage cannot be held responsible for changes beyond their control, which may become known after publication of this literature. Jet Cottage description shows what amenities the property has but generally does not state what is not in the property.

## 15. AVAILABILITY

The Hiring Contract is made on the understanding that Jet Cottage and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of Jet Cottage then Jet Cottage may be forced to cancel the booking and you will be advised as early as possible. Where possible, you will be offered suitable alternative dates, which, if not acceptable, will entitle you to a refund of all monies due. You will not as a result have any further claims Jet Cottage. Please note that reservation requests are not confirmed bookings until we have contacted you and accepted a deposit.

## 16. CHARACTER OF THE PROPERTY

If you choose to holiday at Jet Cottage, remember that much of its character and charm is due to its age. Jet Cottage is well over 100 years old and was built long before the days of damp-proof courses and cavity walls so may show signs of damp, particularly in long spells of wet weather. Jet Cottage does their best to ensure that the background heating is kept on sufficiently to compensate, even when the property is empty. Condensation can be alleviated by opening windows and allowing the air to circulate. If you have any concerns, please talk to us at the time of making your reservation. **Also, please remember that traditional property features (steep stairs or low beams, for example) be a problem for any member of your party, you must consider and mention this prior to booking.**

## 17. COMPLAINT PROCEDURE

If the Hirer wishes to make a complaint about anything connected with its hire of Jet Cottage, they should contact Jet Cottage as soon as reasonably possible prior to departure. In the event the Hirer does not have phone reception at the location, the Hirer must make reasonable efforts to make a call from a nearby public telephone, send us an email. In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied Jet Cottage the opportunity to address the issue during their stay. Jet Cottage cannot accept responsibility for work taking place outside the boundary of the property, or for noise or nuisance resulting from third party activity over which Jet Cottage have no control.

## 18. DATA PROTECTION

Jet Cottage will process your data in accordance with its Privacy Policy and which also details your rights and how to contact us in relation to any data protection queries. At all times your data will be held securely and protected in line with Jet Cottage's obligations under UK data protection legislation. Your party names and contact details will not be shared with any third parties. Jet Cottage will securely hold this information on your behalf as part of your booking record unless you ask us to delete it. Any such information is provided at your sole request and discretion, and Jet Cottage bears no responsibility for its accuracy or contents.

## 19. LEGAL

In the event of any dispute between parties it shall be referred to the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is situated. Any contract between the parties shall be governed by English law and jurisdiction. Any disputes arising between you and Jet Cottage, if not mutually resolved, shall be referred to a single arbitrator agreed, or in the default of such agreement, to the President for the time being of the Law Society or Institute of Arbitrators. In either case, such arbitration would be subject to the provisions of the Arbitration Act of 1996 or any statutory modification thereof for the time being in force. All parties will contribute equally to the cost of Arbitration.

*Issue 2 - These Booking Conditions supersede any previous issues.*