**We recommend, and expect, that guests have read these Terms and Conditions before making a booking**

BUDLE BAY CROFT – TERMS AND CONDITIONS

**1.      Importance of these terms**

**1.1        Application**

1.1.1         These terms (the “Terms and Conditions”) apply to any booking you place through our website <http://www.budlebaycroft.co.uk> “Website”) or direct with us over the phone or in person for the rental of a property (a “Holiday”).

1.1.2          We recommend that you read these Terms and Conditions carefully as they include important rights and obligations for you and us.

1.1.3         We recommend that you print a copy of these Terms and Conditions and keep them for future reference.

1.2        Contacting us

If you want to ask us anything about the services available through the Website, enquire about your booking, or send us any information or notice under these Terms and Conditions, please e-mail us at info@budlebaycroft.co.uk or call us on either 01668 214895, or 07802 239430.  Our contact details are also found at the end of these Terms and Conditions.

1.3        Our communications with you

We will normally communicate with you by phone or by sending any confirmation, notice and any other message to the e-mail address you have given us. You should assume that will be the case unless we agree or notify you otherwise.

1.4        Your statutory rights

Nothing in these Terms and Conditions affects your statutory rights.

**2.      Website information**

2.1        The Website Information

We take reasonable care to ensure that the information, including prices, we publish on the Website relating to our services and the properties is accurate, complete and fair at the time of publication, but sometimes errors or omissions occur.

2.2        Material Error

2.2.1         Where we discover a material error or omission in the information we have given you, this could be, for example, in the price of the Holiday you have ordered, we will inform you promptly and give you the opportunity to confirm your booking based on the corrected information, or to cancel it and obtain a refund as set out in Cancellation and Refunds.

2.2.2         If you don’t confirm or cancel your booking within 5 working days (i.e. excluding Saturdays, Sundays and public Holidays in England) after we send you the corrected information, we will treat your booking as having been cancelled.  In such circumstances you will be due a refund as set out in Cancellation and Refunds.

2.2.3         We cannot accept responsibility for any changes or closures of local and regional amenities; food providers or attractions described on the website.

**3.      Bookings**

3.1        Owners and Agents

When you make a reservation with us via our Website alone, it will be directly with us, the owners, not with an agent. We may use other companies to promote our cottages, and if you go through their website, they will act as agents for us the owners but the contract will still be with us, the owners, managed through the agent.

3.2        What happens when you make a booking?

3.2.1         When you make a reservation online with us, it is not a booking until it has been confirmed by ourselves. When we confirm the reservation it becomes a booking which is an offer to buy the Holiday described in the booking, and that offer is subject to acceptance.  When you make a telephone reservation you make an offer to buy the Holiday over the telephone and we will let you know by telephone if the booking is reserved.

3.2.2         You may choose to end your booking at any time until we accept it.

3.2.3         When you make an online reservation we will contact you and send you by email a booking confirmation. We recommend that you print our confirmation of its receipt.  If you make a phone reservation, we will send you confirmation of the booking by email.

3.2.4         Neither the completion and submission of your online reservation or e-mail/ phone reservation, nor the automatic e-mail confirmation of receipt or reservation request, constitutes acceptance of the reservation.

3.2.5         Acceptance of your reservation takes place when we notify you that your reservation has been accepted, and not before; until then your reservation may be declined, in which case we will notify you.

3.2.6         At the moment your reservation is accepted, a legally binding contract is made between you and us as owners of the property, unless the contract is terminated in accordance with these Terms and Conditions, and the law. Each contract for a Holiday is separate from each other contract, unless it is agreed otherwise.

3.2.7         Subject to condition 7, once we accept your reservation you remain liable to pay in full or in part for the booking even if you are unable to take the Holiday.  If you wish to cancel the cancellation charges in condition 7 of these Terms and Conditions shall apply.

**4.      Payment**

4.1        Method of payment

You will be asked to make payment by PayPal or a debit/ credit card, or other payment method as notified to you at the time of your booking or as displayed on our Website.

4.2        When we collect payment

4.2.1         Upon acceptance of your order we will require payment from you of a non-refundable deposit of 25% of the price.

4.2.2         The balance of all bookings must be paid no later than two calendar months before the start date of your booking.  If you do not pay the balance of the booking we are entitled by notice to you to treat your booking as cancelled and terminate the contract with you.  You will be responsible for any cancellation charges that may apply.  In most circumstances we will request payment through PayPal or via a credit/ debit card.  Once we have taken payment on the agreed date, we will e-mail you with arrival details, directions, key information and other information regarding pre-ordered grocery shopping, Ocean Leisure Club access and any special pre-booking requirements you have.

4.2.3         If you make a booking less than two calendar months before the start date of your Holiday you will be required to make payment for the full balance of the booking.

4.3        What the price includes

Our quoted prices are a total for your requested booking inclusive of bed linen, towels and cottage fuel.  You do not pay extra for electricity or gas. Any additional services are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain bookings, as specified in these Terms and Conditions.

**5.      Your Holiday**

5.1        Period of Hire

5.1.1         Unless otherwise specified, our Holidays commence at 4.00 pm on the day of arrival and end at 10.00 am on the day of departure. Please keep us informed of your expected arrival time so that we can, if necessary, be on hand to ensure that your Holiday begins smoothly.

5.1.2         Please do not arrive early unless this is pre-arranged with us as this puts our cleaning and preparation team under pressure.  This can mean we do not get the chance to make our crucial final checks on the property.  Should you arrive early at your property please keep in mind that we may still be preparing the property for your arrival.  Your patience whilst we prepare the property for you is appreciated.

5.2        Damage deposit

5.2.1         We will use your PayPal account, or your credit or debit card details as a damage deposit and will debit your card/ account with the appropriate amount.  For certain bookings (e.g. single sex parties, large group bookings) we may request further assurance in terms of a deposit.  We cannot permit you access to the property until the damage deposit has been received.  We will advise you at the time of your booking how much the damage deposit will be and when we will require payment.

5.2.2         The damage deposit or your card details will be held by us during your Holiday and only used where you have breached these Terms and Conditions.  We will use the deposit in order to return the property to the condition in which it was rented to you.  We will destroy your card details once it is confirmed that there are no outstanding issues or costs arising out of your Holiday.  This will be as soon as possible after departure and in any event within 7 days of the end of your Holiday.

5.3        Care and use of the property

5.3.1         As property owners, we work very hard to ensure that all our cottages meet our required standards.  We want you to enjoy your stay with us and for the property to feel like a home from home.  With that in mind please treat our properties with the love and care they deserve!  Most of our guests look after our properties well and on departure, leave the properties in an immaculate condition.  Sadly, others don’t and this can sometimes be very distressing as owners but also for our housekeepers, causing knock on problems for the incoming guests.  We have prepared some departure notes which we will e-mail to you when you pay the final balance and you will find these in your property information pack too.  We hope you will find these notes useful and encourage you, on departure, to leave the property in a decent state (we don’t expect you to scrub and mop floors but we do expect you to empty bins, return any furniture moved to its rightful place and not to leave a sink full of dishes!).

5.3.2         You are responsible for ensuring that the property is left in a similar state to which you found it.  During your Holiday you are required to take all reasonable steps necessary for the proper care of the property, its contents and any outdoor areas.  In the event that there is any damage, breakages, losses, repairs or cleaning required as a result of your stay at the property you will be liable for the full cost of returning the property to the state that it was in at the start of your Holiday.

5.3.3         In addition to caring for the property during your Holiday we ask you to show courtesy to the occupants of other nearby properties in particular in terms of noise, parking and tidiness of communal facilities.

5.3.4         Without being unreasonable, if, in our opinion, your behaviour at the property falls below an acceptable level or causes, or is likely to cause, a nuisance to the occupants of nearby properties we reserve the right to cancel the remainder of your Holiday with immediate effect.  When this happens you will be responsible for any cancellation charges that may apply and no refund will be due.

5.4        Pets

5.4.1         We know that for many people pets are a valued member of the family.  Pets are permitted at our pet-friendly properties following express prior arrangement with us. An additional charge for pets applies and will be added to the price of your Holiday.

5.4.2         Where pets are permitted by prior arrangement they must have their own suitable bedding and not be left unattended at the property at any time. All pets must be house trained, well behaved, kept off any soft furnishings and out of bedrooms.

5.4.3         You are responsible for clearing up after your pet.  If we are required to do any extra cleaning inside or outside the property as a result of your pet you will be responsible for paying our reasonable cleaning charges that we will take from your deposit.

5.4.4 There is plenty of space to run around at Budle Bay Croft, and there have been very, very few occasions where we have had cause for concern. However, you are staying on a working small holding so pet owners are responsible for ensuring the safety of the farm animals and children on the farm with regard to their pet at all times. You may be asked to keep your dog on a lead if there is concern for livestock or children.

5.5        Number of persons

The number of persons occupying a property must not exceed the maximum number stipulated in your booking.  We reserve the right to refuse you entry to the property if you exceed, or intend to exceed, its maximum occupancy.

5.6        Smoking

Our properties are non-smoking.

5.7        Baby Equipment

We will endeavour to provide travel cots, highchairs, stairgates, sterilisers and other baby equipment and toys on request.  Unfortunately availability of such equipment is limited and cannot always be guaranteed.  Please enquire as early as possible in order to avoid any disappointment.  We will leave the equipment in your property for arrival and will only erect the travel cots if we are instructed in which bedroom to erect, otherwise we will leave for you to erect.  You should check all baby equipment and toys before use and make sure you use it responsibly. We accept no liability for cleanliness, working function, safety or breakages to any equipment provided.

5.8        Access to the property

There may be occasions during your Holiday where we require access to the property to carry out our obligations under the contract.  We reserve the right to access the property during your Holiday at reasonable times and where we have provided you with reasonable notice.

5.9        Left Property

We encourage guests to check the property for all of their personal possessions on departure as we cannot guarantee their safety after departure due to the number of housekeeping staff/hamper delivery staff/workmen etc. having access during changeover days.  Finding your possessions and packaging and returning them takes time and effort.  We are happy to do this for important items but we will charge a £10 administration fee, plus postage and packaging.  This may just about cover the time and effort involved in returning them to you.  We reserve the right to charge more for heavy or valuable items.  We will dispose of items not claimed within 28 days using local charity shops.

5.10     Wifi/Phone Line/ Sky

We provide free UK calls on dedicated landlines, Wifi, internet access and broadband at all of our properties.  We also provide Sky TV with a range of channels. Sometimes, these fail and we cannot be held responsible. Please let us know if anything is not working though, as we will endeavor to determine cause and correct problem as soon as possible. We have opted out of nuisance calls using the Telephone Preference Service. Should you receive an unwanted call, please take down the details so we can contact the caller to ensure they adhere to our preference option.

5.11     Safety and insurance

Guests must accept full responsibility for their own, their children’s, their pet’s and their belongings safety.  All equipment, including, although not exhaustively, baby equipment; toys; play equipment; games equipment; fitness equipment; trampolines; climbing frames; adventure playgrounds; BBQs; fires; bikes and children’s safety equipment and the use of car parks, bridges, fences, gates and grounds of Budle Bay Croft, including all animal interactions, etc. must be entirely at your own risk and we accept no liability whatsoever for any injury, death, damage or anything else. While we do try to ensure the cleanliness, safety and quality of all equipment and everything else relating to the cottages and the grounds (including toys), we cannot guarantee this. We, the owners, accept no responsibility or liability for any injury sustained, loss or damage to any person, pet or property brought on to the grounds and properties, however caused. It is recommended that you take out holiday insurance to cover the cost of cancellation, damage to personal belongings or other losses. Personal belongings, including cars, are brought entirely at your risk and no responsibility can be accepted for loss of or damage to such items.

**6.      Holiday Changes**

6.1        Making changes to your Holiday

6.1.1         We understand that on occasions even the firmest made plans can change!  Provided that you give us plenty of notice of your wish to change your booking we will endeavour to accommodate your request.

6.1.2         Regrettably we can only make changes to bookings if:

(a)    the property you wish to change to is available on the new dates;

(b)    your request for a change is made more than two calendar months before the start date of the original Holiday.

6.1.3         A change to your Holiday will incur an administration fee of £50 and additional fees may be incurred where you have changed to different dates.  This fee will just about cover the time involved in changing paperwork and informing the cleaning/housekeeping/welcome and hamper teams.

6.1.4         If we are unable to accommodate a change to your Holiday, your original booking will continue to be valid unless cancelled in accordance with these Terms and Conditions. If you decide to cancel your booking you will be responsible for any cancellation charges that may apply.

6.2        Changes to your Holiday by us

In the unfortunate event that we have to make changes to your booking (for example if the property is suffering from damage that requires immediate repair or the property is no longer available for rental), we will endeavour to find a suitable alternative booking at another property for you.  If it is not possible to find an alternative for you, we will refund all sums paid by you for this Holiday. This will be our only obligation or liability to you in such circumstances.

**7.      Cancellation and refunds**

7.1        If you need to cancel your booking you should tell us immediately.

7.2        Where you cancel the booking a cancellation charge will be due in respect of our lost costs as follows:-

|  |  |
| --- | --- |
| **No of days before Start Date** | **Cancellation charge payable by you** |
| More than 2 calendar months | Full deposit |
| 0 – 2 calendar months | 100% of full cost |

7.3        When you cancel a booking due to a material error or omission in accordance with condition 2.2.2 no cancellation charge will be due and we will refund any sums paid to the point of cancellation.

7.4        You are advised to take out a separate Holiday/ Holiday cancellation insurance, which are readily available online. We cannot recommend one particular company over another as individual guests’ circumstances vary hugely.

**8.      Liability**

8.1        Event of Default

This clause sets out our entire liability to you (including any liability for the acts or omissions of our employees, agents, consultants and subcontractors) in respect of the following (each being an “Event of Default”):

8.1.1         a breach of the contract; and

8.1.2         our negligence or other tortious act or omission, breach of statutory duty or misrepresentation, arising under or in connection with the contract,

and nothing in the contract shall affect the liability for either party for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

8.2        Financial limitation

Our total financial liability for all Events of Default during the term of the contract shall not exceed an amount equal to all amounts you have paid under the contract.

8.3        Consequential Loss

In no event shall we be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the contract for loss of profit, loss of reputation, loss of business, revenue or goodwill, anticipated savings, loss or damage to data, or for any consequential or indirect loss, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties, or otherwise.

**9.      General**

9.1        Factors outside of our control

9.1.1         If we are prevented, hindered or delayed from or in performing any of our obligations under the contract as a result of any event which is beyond our reasonable control, we shall not be liable for any cancellation or change to the contract which is necessary.  This will include acts of God, war, terrorism, fire, adverse weather conditions, floods, tides and natural disasters, which could not have been, or the effects of which could not have been avoided,

9.1.2         We the owners are not liable for any disturbance you suffer caused by holiday fairs, fetes, festivals or events or building works in the vicinity or in neighbouring properties during your holiday.

9.2        Complaints

We want you to have a great Holiday and try hard to anticipate your needs. Very occasionally things may not be to our usual high standards. We take all complaints and suggestions very seriously and encourage feedback by leaving evaluation forms in the property for your use.  Please advise us immediately if you have any concerns or a complaint during your Holiday.  We will endeavor to address it immediately. Complaints received following the end of your Holiday are difficult to investigate and we may not be able to verify the circumstances of your complaint.  We will investigate all complaints that we receive thoroughly and we will attempt to resolve the complaint where this is possible.

9.3        No third party rights

No person who is not a party to a contract between us acquires any benefit or right under that contract.

9.4        Waiver

If you breach any contract between us and we fail or neglect to enforce the provisions of the contract, our omission or silence should not be understood by you that we are giving up our rights or remedies. If either you or we do give up our rights or remedies on one occasion, that does not mean that we or you are doing so in respect of any other rights or remedies.

**10.   About us**

10.1     Contact details

Our details are as follows:

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| --- | --- |
| Address | The Water Mill, Waren Mill, Bamburgh Northumberland NE70 7EE |
| Telephone numbers | 01668 214895 (office)  07802239430 (mobile) |
| E-mail | info@budlebaycroft.co.uk |
| Website | www.budlebaycroft.co.uk |