

Incleborough House Luxury Self Catering Accommodation Terms and Conditions December 2011

PAYMENTS

Incleborough House accepts the following methods of payment:

Bacs transfer to our nominated bank account for deposits and balances.
Credit and Debit cards from the following:



Rest assured, we do not charge commission on payments made using credit or debit cards, except for American Express, where we charge a 2% handling charge.

CONTRACT

This Contract is for short-term holiday rentals of Incleborough House and is between Mr and Mrs Davies the proprietors of Incleborough House and the Client. Any issues arising under the Contract should be addressed to Mr and Mrs Davies, Incleborough House, Lower Common, East Runton, Cromer, Norfolk. NR27 9PG. This Contract will only be entered into on receipt of the **non-refundable deposit** and will be subject to all the following Terms and Conditions. The confirmation letter will set out the period and price for the hire of the premises and will repeat some, but not all of the terms and conditions. The Client should check the Confirmation letter carefully.

DEPOSITS AND PREPAYMENTS:

A non-refundable deposit of 25% of the rental fee is payable if the booking is made more than 6 weeks before the start of the rental. Upon receipt of this, a written confirmation pack is sent to you. The balance shall be payable 6 weeks before the commencement of the rental. Non-payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client. For bookings made less than 6 weeks before the commencement of the rental the total fee is payable. All payments shall be made payable to Incleborough House: Our address is: Incleborough House, Lower Common, East Runton, Cromer, Norfolk. NR27 9PG.

CANCELLATION:

Any cancellation made by the Client for whatever reason shall be in writing and addressed to Mr and Mrs Davies at the address in 'Deposits' above. If a cancellation is received prior to 6 weeks before the commencement of the rental, then only the deposit is forfeit. If a cancellation is received within 6 weeks of the commencement of the rental, on receipt of notice of cancellation, attempts will be made to re-let the property for the period of booking. If the property is re-let for the whole period, a refund of all the monies paid (not including the deposit) will be made less an administrative charge of £50 (plus VAT) per booking. If the property is only let for part of the period booked, a refund will be made of an amount equal to the money paid, (not including the deposit), less (1) the rental for the period which is not re-let and (2) an administrative charge of £50 (plus VAT). If the property is not re-let at all, then all monies paid by the Client shall be forfeit to the Proprietors. To qualify for a potential partial refund, all cancellations must be notified to the Proprietors in writing. It is your responsibility to ensure that you take out holiday insurance and that it covers cancellations in the United Kingdom. Should a cancellation be made which does not qualify under the terms of the clients Cancellation Insurance, the client remains liable in accordance with the Booking Conditions.

CHANGES OF DATES:

If there is a request from a Client to change the beginning and end dates of the booking after confirmation has been issued, agreement will be given subject to all of the following conditions being met (1) The Proprietors agree to the change (2) the request is received more than 6 weeks away from the start of the booking and (3) the client pays an administration fee of £100 (plus VAT).

VAT:

VAT at the rate current when the booking is made is included in the rental fee where applicable.

TARIFF:

The prices quoted in the tariff are inclusive of supply of a gourmet welcome pack on arrival, a variety of items sufficient for the first morning's breakfast, plus a bottle of wine, a home made loaf of bread and a cake, a fruit bowl, slippers, dishwasher tablets, laundry tablets, fabric conditioner and usage of gas, electricity, bed linen, towels, hot tub towels, beach towels and Internet access for your period of rental only.

PERIOD OF HIRE

Rentals commence, unless otherwise notified, at 3.00pm on the day of arrival (Friday or Monday) and terminate at 10.00am on the day of departure (Friday or Monday)

WEEKEND BREAKS are for 3 nights from Friday to Sunday inclusive

MIDWEEK BREAKS are for 4 nights from Monday to Thursday inclusive

WEEK BREAKS are for 7 nights either from Friday to Thursday or Monday to Sunday inclusive.

USE OF PROPERTY

The number of persons occupying the property must not exceed 14 adults (14) The property will be used for personal and domestic purposes only. The property shall not be used for any commercial purposes without written consent. The property shall not be used for any purpose that is unlawful or prohibited by these terms and conditions. We may ask you and/or any member of your party to leave immediately if this condition is not observed. The right is reserved to refuse entry to the entire party if this condition is not observed.

BEHAVIOUR AND COMPLIANCE WITH THIS AGREEMENT

You are responsible for the behaviour of all members of your party.

Behaviour should not be excessive, noisy or disruptive, especially at night. Offensive or illegal behaviour will **not be tolerated** and may result in the police being involved. Offensive or aggressive behaviour or language towards the proprietors or our staff is not acceptable. We may ask you and/or any member of your party to leave immediately if your conduct results in police attendance or is considered by us to be inappropriate; likely to cause or harm; or impair the enjoyment, comfort or safety of anyone; or is likely, in our belief, to breach any of this agreement. No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party. We have the right to cancel your booking, or to instruct you or your party to leave the house immediately, without compensation or refund, should you or any of your party not comply with this agreement, particularly terms relating to behaviour and conduct.

COMPLAINTS

We try our utmost to ensure that your stay in Ingleborough House is an enjoyable and memorable one. However, with the best will in the world, sometimes errors and oversights are made. Therefore, should there be any cause for complaint during the occupation of the property we would like you (the Client) to notified us or other nominated member of staff promptly, to allow us time rectify the situation as soon as possible. Any serious problems must be confirmed in writing directly to the Proprietors.

If you have a problem or are dissatisfied, please tell us about it.

"If we do not know it's broken, we can't fix it!"

If you are delighted with the property and service, please tell your friends.

BREAKAGES OR DAMAGE

SECURITY DEPOSIT

At 6 weeks before your arrival, whilst paying your balance, we will require a refundable £250.00 damage security deposit. This will be refunded within 7 days via the BACS method to the client, subject to an inspection by either/both of the proprietors after the departure date.

In the unlikely event that breakages occur, please let us know about it before you leave. The Client is legally bound to reimburse the owner for replacement, repair or extra cleaning costs on demand. An accommodation inventory is available in advance on request and is provided in your accommodation on arrival. We reserve the right to charge you by deduction from your security deposit for any extra cleaning, missing items or damage. A full report will be provided upon request if any deductions are made.

CARE OF THE PROPERTY

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them clean and tidy and in the same state of repair and condition at the end of the rental period as at the beginning.

HOT TUB USAGE AND SAFETY

Our luxury Hot Tub is unsupervised; by booking your holiday you acknowledge and abide by the Inceborough House Safety Code. It is the parent or guardians responsibility to supervise the safety and good conduct of children at all times whilst on the property. Usage of all of the facilities provided by Inceborough House is entirely at your own risk. **NOTE: Under no circumstances are children below 12 years of age allowed to use the hot tub without the constant supervision of an adult**

LIABILITY

The Owners shall not be liable to the Client or third parties for any accident, damage, loss, injury expense or inconvenience, which may be suffered, incurred, arise out of or in any way connected with the rental. No term of the contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract. If a property that the Client has booked becomes unavailable or unusable for some reason, then the Owner's obligation will be to (1) provide a suitable alternative property, or failing which (2) to return to the Client the appropriate monies paid for that property.

CHILDREN:

Well-behaved and supervised children are welcomed in the property.

PETS:

We are not able to accommodate pets in the house, except registered guide dogs. In which case a refundable security deposit of £100.00 will be needed at the time of booking. (T & C's on request)

RIGHT OF ENTRY

The Owners shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance or in case of emergency.

PRICES:

We reserve the right to vary the rates quoted, without notice at any time.

PROPERTY DETAILS:

We reserve the right to change the details of Inceborough House without notice.

DATA PROTECTION

Inceborough House does not and will never pass your information to any third party without your prior authorisation. Our mailings are issued periodically, if you do not wish to receive this information, please contact us on 01263 515939

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Booking reference number

Date:

This copy is for your retention.

Nick & Barbara Davies