

## 1 Terms and Conditions:

1.1. These terms and conditions apply to bookings made for our holiday cottages from 18<sup>th</sup> July 2024.

1.2. **Please read these terms carefully.** These terms tell you who we are, how we provide the accommodation to you, practical information regarding your booking, how we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3. **Please be aware that there are certain circumstances where your booking may be cancelled or your right to use the accommodation and/or site may be forfeited.** We will not be held liable for any losses that you may suffer as a result. Please familiarise yourself with Section 5 (“Paying for your Accommodation”) and Section 17 (“Our right to evict”) of these terms and conditions which explains our rights in more detail. If you have any questions, please contact us to discuss.

## 2 How to contact us and who we are:

2.1 You can contact us by calling Jeremy Risebrow on 07774 248954 or Caroline Simpson on 07790 679751, or by emailing [admin@cravengarth.com](mailto:admin@cravengarth.com)

2.2 Craven Garth Cottages is run by Craven Garth Ltd, a UK Limited company registration number 1567595. Our VAT number is 466 2369 68

2.3 If we have to contact you, we will do so on the email address or phone number supplied on with your booking. It is best to provide a mobile number in case we need to contact you en-route, or whilst staying with us. Please note that there is no mobile signal in the Rosedale area, if you need to contact people, please bring a phone capable of being used via WiFi.

2.4 You are advised to take out travel insurance to cover your stay. We cannot advise on the types of cover you may need, so recommend you consult your usual insurer.

## 3 Definitions

We or Us means Craven Garth Ltd, trading as Craven Garth Cottages.

You means the person or company named in the booking confirmation responsible for making the booking.

## 4 Your Booking

4.1. We reserve the right to accept or decline bookings entirely at our discretion.

4.2. Your contract with us will begin when we issue you with your booking confirmation and will be based on the terms and conditions set out in this document.

4.3. We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We'll let you know how long we can provisionally hold your booking for when you contact us. If you don't confirm your booking by that time, the Accommodation will be released for general sale.

4.4. All bookings are confirmed when we issue you with your booking confirmation. Your booking confirmation will detail the Accommodation you have booked, the dates of your booking, the number of guests and dogs (where permitted) allowed in the Accommodation, the total amount payable for your booking and the dates on which payments are due. If no pets are permitted at the Accommodation, this will also be detailed within your booking confirmation. We'll issue you with your booking confirmation by email or, if requested, by post.

4.5. You, as the person making the booking, will be responsible for all members of your party. To make a booking you must be at least 18 years old at the time of booking.

4.6. Children under the age of 18 must be accompanied by an adult.

4.7. We can only discuss your bookings (including any changes) with you – we can't discuss your booking with another member of your party, unless you give express consent in writing for us to do so.

## 5 Paying for your Accommodation

5.1. Payment may be made by credit/debit card, BACS transfer, or via our payment link. This will be sent around 14 days before the start of the booking – or at the time of booking if less than 14 days in advance.

5.2. Promotional offers will only be applied if they are valid and quoted at the time of the original booking. Promotional offers can't be combined or used retrospectively to apply to existing bookings. In addition, we reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the relevant sections of our website.

5.3. Where we are unable to provide you with a discount or offer on your booking due to this offer having been withdrawn or amended prior to your booking being confirmed, we will email you to notify you the offer is no longer available and provide you with the option to cancel your booking.

5.4. These terms apply to individual cottage bookings. Where bookings are made for groups, or all cottages, we may require a non-refundable deposit before confirming the booking.

## 6 Pricing of our Accommodation

6.1. We regularly review and amend the prices we charge for our Accommodation. Any pricing information shown in our brochures or leaflets is indicative only and not binding. For the most up to date and valid pricing information please check our website or call us on 07790 679751. We will confirm the price of your Accommodation at the time you make your booking and in your booking confirmation.

6.2. All prices given by telephone, on our website or in any leaflets include VAT with the applicable rate being that at the time of your booking.

## 7 If you want to cancel your booking:

7.1. Your contract with us is a contract for the provision of leisure Accommodation on a specific date or dates and this means that you do not have a legal right to change your mind and cancel the contract. We do, however, offer you the right to cancel your contract subject to the provisions of this Section 7. The following will not apply to non-refundable deposits taken for block bookings.

7.2. If you wish to cancel a confirmed booking you must let us know by telephone, email ([admin@cravengarth.com](mailto:admin@cravengarth.com)) or by communicating via your booking portal as soon as possible quoting your booking reference and, in any event, prior to the first day of your booking. Your booking will be cancelled with effect from the day we receive your telephone call, email or written notification and will be subject to the cancellation charges set out in Section 7.4 below.

7.3. In exceptional circumstances such as death of a next of kin, jury service, a last minute HM Forces posting or emergency services being recalled to work at short notice, we may, at our discretion, waive the cancellation charges set out in Section 7.4. Please note, we reserve the right to request documentation to support your cancellation claim in these circumstances.

7.4. Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and the start of your booking. If we move your booking to new dates or alternative accommodation, the cancellation charges will be a minimum of what was due at the time of the move. Our cancellation charges are set out below:

No. of days prior to booking start date	Cancellation charge
More than 14 days	nil
14-9 days	50% of the total booking charge
8 days or less prior to holiday start date or at any point after holiday start date	100% of the total booking charge

7.5. If you cancel your booking after the booking start date, we will not issue you any refund for any remaining nights of your booking. To clarify, this includes when you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. We strongly recommend you take out comprehensive holiday insurance to compensate you in these circumstances.

8 If you want to change your booking:

8.1. If you want to change any detail of your confirmed booking you must let us know by telephone, by email or via your booking portal as soon as possible, quoting your booking reference.

8.2. Whilst we'll do our best to accommodate you, we can't guarantee that we'll be able to meet any request for changes. Please note that it's not possible for us to change bookings less than 14 days prior to the start of your holiday. Any reduction in the number of nights after such point will be treated as a partial cancellation and cancellation charges may be calculated in accordance with clause 7.4 may apply.

8.3. If we do change your booking, we reserve the right to charge an administration fee of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional accommodation costs due as a result of the change – we'll confirm the amount of any additional accommodation costs due at the time we change your booking. If your accommodation costs are lower as a result of the change, we'll refund you the difference at the time we change your booking, after deducting the administration fee referred to above and, if applicable, any cancellation charges.

8.4. Please note that where we make a change to your booking, any cancellation charges that would have been payable but for the change to your booking may be charged and shall be calculated from the start of your original booking date rather than the date of your revised booking.

9 If we need to change or cancel your booking:

9.1. We don't expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking:

9.1.1. if necessary to perform or complete essential remedial or refurbishment works; or

9.1.2. for other reasons unforeseen at the time you made your booking which are beyond our reasonable control as further described in Section 19.2. This may include occasions where the

Accommodation becomes inaccessible due to a Meteorological Office Severe Weather Warning or other severe weather event.

9.2. If we do need to change or cancel your booking for the reason set out in Section 9.1.1 we will do our best to offer you a suitable alternative booking. If we're not able to offer you a suitable alternative, or if you don't accept the alternative we offer, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking.

9.3. If we do need to change or cancel your booking for the reasons set out in Section 9.1.1, we'll only be responsible for foreseeable losses that you suffer as a result of that change or cancellation, and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

9.4. If we do need to change or cancel your booking in line with Section 9.1.2 because it becomes impossible to deliver the booking due to unforeseen events beyond our reasonable control, we'll do our best to offer you a suitable alternative booking for either the same dates or alternative dates. If you don't accept the alternative we offer, or cannot provide us with alternative dates when the property is available, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking

9.5. We strongly recommend that you obtain appropriate and comprehensive travel insurance for all members of your group.

## 10 Special Requests:

10.1. Special requests must be requested at the time of booking and no later than seven days prior to travel. Whilst we'll do our best to accommodate you, we can't guarantee that we'll be able to meet any request.

10.2. Assistance dogs are welcome at all our cottages.

10.3. In the event of a fire, it is the responsibility of the guests to evacuate themselves. We do not currently have under pillow vibration alarms for guests with hearing impairments.

10.4. The WiFi cannot be turned off due to a disability as one router serves all cottages.

10.5. If you have any allergies, please contact [admin@cravengarth.com](mailto:admin@cravengarth.com) at the time of your booking. We are, however, unable to offer any guarantees that we can make cottages free of any allergens.

## 11 Group Bookings:

11.1. Bookings for all groups or special events, including large family or friend groups, must be notified to us and approved by us at the time of booking. Our cottages are not suitable for Stag or Hen parties.

11.2. Please note that if you fail to comply with our rules on group bookings as set out in this Section 11 we may need to exercise our rights under Section 17 (“Our right to evict”).

11.3. We may, from time to time, introduce you to or provide information about third party services as part of, or in addition to your stay with us e.g. travel providers, equipment suppliers or activities and experiences in the area. You will be subject to the relevant third party provider’s terms and conditions where you purchase such third party services.

We are not responsible for the provision, fulfilment or performance of such third party services and will therefore not be liable to you for any failures by the third party provider in this regard.

## 12 Visitor standards and behaviour:

12.1. You’ll be provided with a Welcome Guide at your cottage that contains important information about your stay with us. Please ensure that you and your party read these folders carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the cottage and the location of the fire exits.

12.2. You must only use the cottage for the purposes of your holiday. You must not use the cottage for any other purpose, including for any business purposes, without our prior written consent, in line with Section 11.

12.3. You must keep the Accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.

12.4. You must not use the Accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.

12.5. Smoking is not permitted in any part of your Accommodation. Please note smoking includes use of vapours and/or e-cigarettes. You and your party must not use candles, tea-lights, fireworks or Chinese lanterns in your cottage. You are welcome to use the barbeque equipment in the gardens, but please do not use any portable equipment without asking permission first.

12.6. Cottages all have log burning stoves. If you are unfamiliar with using these please contact us. Please only burn logs, the stoves are unsuitable for use with coal or other fuel. Guests should not sleep in any room which has a log burner.

12.7. Dogs are permitted, on the conditions indicated on our website and in your booking confirmation. You must tell us at the time of booking if you wish to bring a dog. We ask that you do not leave dogs unattended, do not allow them on the furniture, do not wash them in any baths, showers or sinks and remove any dog mess from the garden immediately. We also ask that dogs are up to date with all necessary treatments and vaccinations when visiting for health and safety purposes. Please note, we reserve the right to request documentation evidencing that your dog(s) have received all necessary treatments and vaccinations. Unfortunately, no other domestic pets are permitted at our properties.

12.8. Flying of drones at the premises is not permitted.

12.9. You must not charge an electric vehicle from the cottage sockets. Electric vehicle, scooter and bicycle batteries must not be charged inside the cottages as they are prone to thermal runaway which could create a fire risk. We may be able to charge electric bikes in our farm workshop by prior arrangement.

12.10. The storage of firearms or weapons is permitted in cottages or in cars parked at the premises, but you must ensure that security is in line with the conditions of your Firearms or Shotgun Certificate. We do not have gun safes available for guest use.

12.11. Please note that if you do not comply with the standards and behaviours set out in this Section 12 we may need to exercise our rights under Section 17 (“Our right to evict”).

13. Maximum occupancy for your cottage:

13.1. You must ensure that the maximum number of persons occupying the cottage does not exceed the maximum occupancy limits set out on our website and in your booking confirmation. You must not bring additional camp beds or mattresses to the cottage or allow tents, caravans or campervans at the premises without prior written agreement. Guests must not sleep in any room which is not a designated bedroom. For the purposes of occupancy limits a child aged two or over is considered an occupant.

13.2. We set maximum occupancy limits in line with the facilities, space and equipment available at the relevant cottage and in order to comply with applicable health and safety, insurance and regulatory requirements. As such, we reserve the right to require you to leave the premises (without any compensation or refund) if you exceed the maximum occupancy limits as described in this Section 13.

14. Damage to the premises:

14.1. If you discover that anything is missing or damaged on arrival at your Accommodation you must notify us immediately on 07774 248954. If you don’t notify us, we may assume that you caused the relevant damage or loss.

14.2. You will be responsible for the cost of any damage to the Premises or its contents caused by you or by any member of your party or animal brought with you (whether permitted or not). We may also charge you any costs we incur putting the cottage into a clean and safe condition after your stay, including any costs associated with decontaminating the cottage of allergens, contagions and/or infestations caused by any animal brought with you (whether permitted or not). We recommend that you have comprehensive insurance in place to cover this.

15 If you have a problem or complaint:

15.1. We try to take care to ensure that our cottages are clean and tidy. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact our Jeremy or Caroline on the numbers provided or by email [admin@cravengarth.com](mailto:admin@cravengarth.com) . We'll work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.

15.2. Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

## 16. Our right of access:

16.1. During your stay our staff or contractors may need to access your cottage if there is an unforeseen problem, to investigate an incident you have raised, or to perform certain routine property checks. If this happens, we'll do our best to let you know in advance of the date and time that we will need access.

16.2. If we do need to access your Accommodation during your stay for any reason, we'll always try to access the property at reasonably convenient times (other than in the event of an emergency).

## 17. Our right to evict:

17.1. We may end our contract with you and ask you to leave your Accommodation immediately (without any compensation being payable) if:

17.1.1. you or your party have committed a serious breach of these terms and conditions;

17.1.2. we consider that your or your party's behaviour endangers the safety of our visitors or staff;

17.1.3. any complaints are made of anti-social, abusive or unacceptable behaviour against you or your party;

17.1.4. you or your party cause an unreasonable amount of damage to the property or its contents; or

17.1.5. you exceed the maximum occupancy limit for your cottage.

## 18 Our responsibility for loss or damage suffered by you:

18.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both



we and you knew it might happen, for example, if you discussed it with us during the sales or booking process.

18.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.

18.3. Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website or call 03454 04 05 06.

#### 19. Events beyond our control:

19.1. We will not be responsible for any delay or failure to perform our obligations under these terms and conditions that is caused by an event outside our control.

19.2. An event outside our control means any act or event that is beyond our reasonable control, including, without limitation, severe weather event, drought, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

#### 20. Some practical information for your stay:

20.1. Your check-in and departure times will be set out in your booking confirmation. Check-in is available from 3pm on the first day of your stay and departure is required before 10am on the last day of your stay. If you do not leave the cottage by the required departure time, we reserve the right to charge you for an additional night.

20.2. If you believe you have left any of your possessions behind at our premises, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. Where possible, we'll hold lost property for 28 days after which it'll be disposed of. Perishables will be disposed of immediately and are therefore unreturnable. In addition, we will only be able to return items permissible by Royal Mail.

20.3. Our cottages are in a rural area and it's important that you and your party do not interrupt or endanger yourselves or those working at the property or on the surrounding land.

20.4. Bats and other wildlife may be present. We request that wildlife and other animals are not interfered with. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist. Please remember that bats and some other species are protected, and it is illegal to interfere with them or their habitat.

20.5. Please remember that our accommodation is rural and consequently may attract spiders. Cobwebs can be spun very quickly and their presence does not mean the cottage has not been cleaned.

20.6. Cars parked at the Accommodation are done so at the owner's risk.

21. Which laws apply to this contract:

These terms and conditions are governed by the law of England and Wales and you can bring legal proceedings against us in the English courts.

22. Other important terms:

22.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

22.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

22.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

22.4. If any court or relevant authority decides that any of these terms are unlawful, the rest will remain in full force and effect.

22.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.