

## **Terms and Conditions**

### **General**

This is a legally binding contract between the property owners, Jan-Ernst and Vanessa Montagne, also referred to as "we" and "us", and the guest.

The guest is 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 guest is also referred to as "you".

The property referred to being either Landgate Cottage or Oasthouse Loft.

### **Bookings**

A booking deposit is payable within three days 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 is subsequently confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge is payable not less than 30 days 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 booking by the guest. Please be sure to note the due dates of these payments.

Bookings made less than 14 days prior to the arrival date must be paid in full at the time of booking.

### **Cancellation by the Guest**

Cancellation of the booking by the guest should be made in writing via the Airbnb messaging system, or emailed to:

[jmontagne@oasthouseloft.co.uk](mailto:jmontagne@oasthouseloft.co.uk)

For bookings at least 14 days away, a full refund will be given for cancellations made within 48 hours of booking.

We will give a 50% refund for cancellations made at least 30 days before check-in.

No refunds are provided for cancellations made within 7 days of check-in.

We strongly recommend you take out holiday cancellation insurance.

### **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event that the property becomes unavailable and we have to cancel the

booking, we will endeavour to find you suitable alternative accommodation. If suitable alternative accommodation cannot be found, you shall be entitled to a full refund. We shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

### **Smoking**

Guests should note that smoking is not permitted within either property. Those wishing to do so are requested to always smoke outside.

### **Miscellaneous**

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

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 guest to leave the property without any refund if, in our opinion, the behaviour of the guest and/or his/her party is unacceptable.

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

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

### **Number of Guests**

The maximum number of people entitled to stay at either property is four. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the guest and his/her party will be asked to leave immediately, without refund. Sub letting or assignation of the let is prohibited.

### **Pets and assistance dogs**

Pets **are not** allowed in Landgate Cottage except for trained assistance dogs, and then only subject to the property owner's agreement.

Pets and assistance dogs are allowed in Oasthouse Loft, subject to our prior agreement.

### **Arrival and Departure Time**

Every effort will be made to have the property available from 16.00 on the day of arrival. The property must be vacated by 10.00 on the day of departure. Late departure may result in an additional charge being made. Information about collection of keys will be provided once full payment has been received.

### **Liability**

The property owner takes no responsibility for the personal possessions of the Guest or their party. Vehicles and possessions are left entirely at your own risk.

Children must be supervised at all times.

### **Cleaning**

We ask that the guest and party treat the property with care and consideration 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**

The guest 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) prior to departure. We retain the right to make an additional charge for damage and breakages, although minor breakages and what we consider to be reasonable wear and tear will not be charged for.

### **Complaints**

Every endeavour is made to ensure you have a happy stay with us. We recognise that from time to time things can go wrong. In these circumstances, it is the responsibility of the guest to make any such problem known to us (or our representative) immediately it becomes apparent, giving us 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.