


BOOKING TERMS AND CONDITIONS FOR ANSTEY MILLS COTTAGES

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Thank you for choosing to book with Anstey Mills Cottages. We look forward to welcoming you. Please read our terms and conditions below. By making this booking you are entering an agreement with us and are deemed to have accepted our T&Cs. I apologize in advance for the amount of 'small print' we are required to publicise.

COVID-19  After thorough planning and study of Government guidelines, we have put together a risk assessment, a cleaning checklist and new protocols to make your stay as safe as possible for all concerned. Following this Visit Britain has awarded us the 'good to go' and the AA the 'Covid 19 confident' accreditation.

1. Booking

Provisional bookings may be made online, by telephone or email which must be followed immediately by receipt of a booking form (included online) and the 20% deposit: **Please note: this deposit prevents others from booking your space.** The **price** of the accommodation includes the following: Electricity, linen, towels, hot water, central heating by night storage heaters, WiFi, etc. Well-behaved **dogs** are permitted by prior arrangement only at the additional cost of **£20** per dog per week /short break per cottage.

The Contract for a short-term holiday rental will be between the Owners of Anstey Mills Cottages (referred to as "us" or "we") and the person making the booking under the following booking conditions. UK law will govern the Contract. Bookings cannot be accepted by anyone below the age of 18 years, nor for a party of people where the majority of members are under 18 years (except families). You and all members of your party are free from any signs of Covid-19 when you arrive. The booking form must list names, addresses and ages (of all under 25) of your party. You are responsible for ensuring that all members of your booking party comply with the Terms of Use (as set out below), however, the Contract for the provision of accommodation is between us and you (as the person making the booking).

2. Deposit

A deposit of 20% of the total holiday cost is required. Until this deposit is received by us any reservation is deemed provisional and as such may be varied or cancelled without prior notice. *Cheques are payable to Doris Braukmann-Pugsley, you may ring to pay by credit/debit card or for transfer:*

For BACS use:

Bank account: 04819470

Sort code: 523042

Account name: Doris

Braukmann-Pugsley

Reference: your name

*In addition for foreign transfers,
in Euros or £*

IBAN: GB16 REVO 00996901 0518 34

BIC/SWIFT: REVOGB21

Bank: Revolut

Reference: your name

3. Balance payment

The **balance** of your holiday payment is due **six weeks before** the first day of your planned holiday. No reminder will be issued and in the event, your payment does not reach us by the said date we reserve the right to re-let the property concerned and in such circumstances, you are liable for the costs of the holiday in accordance with condition 4.

4. Cancellation by you

Cancellations must be immediately notified to us and confirmed in writing. By making your booking, our agreement is a legal contract. If you cannot take your holiday and the booking cannot be re-let, you may still be liable to pay for the booking in full, even if we have not yet received your balance. We will attempt to re-let the accommodation and if we are successful you will be liable to pay only a percentage (set out in the table below) depending on when you cancel and whether we were able to re-let.

△ In the event of a re-occurrence of a **national lockdown** or because you are put into a Tier where you are unable to travel we guarantee to offer you to either to postpone or cancel without charge, i.e. **we issue a full refund**. Please note that this applies only to the address given on the booking by the lead booker, and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

The refund guarantee covers lockdowns and Tier restrictions but does NOT cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill, or are required to quarantine or self-isolate or are unable to attend for any other reason. This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, incarceration, changes in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property, other than according to the sliding scale below. These events can be covered by you taking out UK travel insurance. **If you choose not to take out UK travel insurance then you accept responsibility for any loss that you may incur due to your cancellation. It is the responsibility of the Lead Guest to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance.** There are a number of policies that include cover for illness with Covid and self-isolation (example links below) or you can look for suitable cover on comparison sites such as www.gocompare.com.

We are not selling, promoting, endorsing or recommending any particular product, and do not benefit financially from, nor have any formal relationship with, any of these providers.

<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>

<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>

<https://www.trailfinders.com/insurance#/step1>

Refunds

All refunds (with exception of National Lockdown refunds) will be subject to deduction of a non-refundable administration fee of 5% of your total booking cost or a minimum of £25 (if less) to cover our costs and third party costs related to the cancellation and re-marketing (these costs include our admin costs, re-marketing costs, bank fees, accounting fees and commission payments).

A cancellation charge will be made based on the number of days notification of cancellation given by the person making the booking to Anstey Mills Cottages, and whether the cottage is re-let for the period of the cancelled stay. Anstey Mills Cottages will apply the scale shown in the table below to determine the amount of the refund payable to you. If the cottage is not re-let, this will be a percentage of the total cost of the holiday. If the cottage is re-let, the amount refunded will be the rebooking value (which may be less than you paid) less the non-refundable administration fee.

Part Cancellations – If any person(s) in your party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

Time from cancellation to arrival	Cottage not rebooked – we refund to you	Cottage rebooked – we refund to you
> 6 weeks	Deposit less (5%/£25)	Deposit less (5%/£25)
36-42 days	50% of total cost	Rebooking value less (5%/£25)
29-35 days	40% of total cost	Rebooking value less (5%/£25)
22-28 days	30% of total cost	Rebooking value less (5%/£25)
15-21 days	20% of total cost	Rebooking value less (5%/£25)
3-14 days	10% of total cost	Rebooking value less (5%/£25)
0-2 days	0% of total cost	Rebooking value less (5%/£25)

In order to ensure speedy receipt, and thereby processing, of cancellations, Anstey Mills Cottages recommend that the Customer sends written notification of cancellation by email requesting confirmation receipt. The effective date of cancellation is when written notification is received by Anstey Mills Cottages. Any amounts due for refund will be made within 14 days unless the cancellation is 42 days or less to the holiday date, then the refund is issued within 14 days of the start date pending possible rebooking.

5. Cancellation by us

We would only cancel your holiday if your accommodation was unavailable for reasons beyond our control. We would however attempt to offer you alternative accommodation. If this was not possible, or unacceptable to you, then we would refund all monies paid by you for the holiday. We will not be liable for any consequential loss you may suffer or to pay any compensation to you.

6. Arrival and Departure

Warning: Devon's B-roads are frequently narrow, often one track with passing places, like our un-metalled farm lane. This should not be a problem as oncoming traffic is rare and generally very helpful. Most locals are in reverse gear before you notice!

Arrivals from the continent: Be aware that Passports are required as well for children (Photo ID and valid for at least 6 months).

The earliest time of arrival is **5 pm** and the latest time for departure is **9:30 am (cottage left clean and tidy)**.

Your accommodation will be available to you from **5 pm** on the day of arrival unless otherwise arranged. We may not be able to accommodate you if you arrive earlier than the agreed time as we will be busy preparing your cottage. Please be ready to leave the accommodation by **9:30 am** on the day of departure, unless otherwise arranged. Failure to do so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

△ Day of arrival

Your holiday accommodation will be cleaned, sanitised and disinfected ready for your arrival and you will notice the hand sanitiser at the front entrance, this is for you and all your party to use each time you enter your property. You can park outside your cottage to unload and unless you prefer to leave the car in the courtyard, you may leave it there (at your own risk).

△ Day of departure

On the morning of your departure can you please strip the beds, put all your bedding and towels in the linen bags provided and leave inside the entrance door and please leave a window open in every room, weather permitting.

On departure, you are requested to leave the accommodation in a clean and tidy condition. This includes washing up, placing rubbish in bin liners and putting in outside bins and recycling bins, ensuring ovens and barbecue are clean and free from grease.

△ During your stay

All communication will be at a distance, you might want to ring or video call us and only in emergencies will we enter the cottage. However, I am happy to see you at the door – socially distancing of course. My door is the one with the lion knocker.

We ask that you please respect other guests by keeping your party to your designated area. The bike storage and dryer room is not available, except by prior consent. The field footpaths are all open to enjoy. If possible touch gates only with gloves.

△△△ If any of your party show any symptoms of Covid-19 during your stay △△△

Guests showing signs of C-19 whilst staying Anstey Mills Cottages are required to inform us immediately and to go for a test at the nearest test centre. The result of this test must be shown to Doris. If positive then the guest must immediately leave if this is reasonably possible. If for any reason that it is not, and self-isolation is required to take place at Anstey Mills Cottages then all fees for all bookings affected by this self-isolation will be borne by the guest.

7. Damage, Loss and Nuisance

You agree:

a) That the **supervision of children, babies, pets** and any adults requiring care remains your responsibility at all times.

b) You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. If necessary an **extra cleaning charge** will be levied at a rate of **£40** for the Thatched Cottage and **£50** for the Large Cottage.

c) To pay for any extra baskets of logs (£3, large cottage, **1 basket/day FOC**) and any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. Please take care when staying in our property. You are responsible and liable for any breakages or damages, which you cause, to the accommodation or its contents. All we ask is that you report any incidents as and when they occur. We do not normally charge for minor breakages, but we may send you an invoice for repair or making good if the damage or breakage is significant, and we may make an additional charge of **£20** if you did not report this.

d) You must not use the Cottage or the site for any illegal, dangerous, offensive, noxious or noisy activities or behave in a way that may be a nuisance or annoyance to us, other guests or our neighbours.

Smoking is not allowed in any of the cottages or near the Thatch. If you wish to smoke outside, please let us know, and we will provide you with a suitable container. Please do not discard cigarette butts in the garden or grounds.

The use of **candles, fireworks or night lanterns are expressly forbidden**. The use of **drones** is not permitted without our express written permission.

e) To allow reasonable access to the property by the Owner if it is deemed necessary, and without notice in an emergency.

f) Not to allow the property to be occupied by more than the **maximum number of persons** agreed in writing (booking form).

g) To take all due care in the cottages and surrounding land and to be responsible for your own safety at all times.

h) Dogs are permitted (if agreed in writing before arrival) under the express conditions that they are not permitted into the bedrooms or on furniture.

i) **Dogs** must not be left in the cottage unattended.

j) **Dogs** excrement must be picked up (scoops and special bags provided) and placed in the black bin labelled for dog poo.

If in our opinion any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be discharged and we may repossess the property immediately. You will remain liable for the whole cost of hire and no refund shall be due.

8. Fair Use Policy – Water, Hot water and Electricity

As we do have our own private water supply and sewage system, care has to be taken not to overly strain either. Usage of water and electricity, which the owner deems to be excessive will be charged at our discretion.

Wi-Fi Acceptable Use Policy

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service. The Owner may suspend your access to Wi-Fi at any time if they deem you have infringed the acceptance policy.

9. Complaints

Every effort is made to ensure that you have an enjoyable stay, but if you have any problem or cause for complaint we should be informed **immediately** or as soon as reasonably possible in order to give us a chance to resolve it. In any case – if not resolved – the complaint must be notified before departure in writing. It is specifically agreed by you that failure to notify a complaint immediately or as soon as possible or at all before departure will entitle us to refuse to entertain the complaint, irrespective of its merits. We value your custom and want you to return. We are on site, and will do our best to resolve any problem. This is easier to do before you leave!

The construction, validity and performance of the agreement are governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts. The Hirer agrees that the contract with the owner is made at the owner's premises and that any proceedings shall be conducted in the County Court nearest to the owner.

10. Liability

The person who makes the booking (the Tenant or Hirer) will be responsible for all people staying and should ensure that they are all aware of the booking conditions.

△ Particularly take note of the new protocol due to Covid-19, please.

We do not accept any liability for the death or injury sustained by or occasioned to any person staying at the cottage or guests of people staying at the cottages unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment. Tenants shall take all reasonable steps to secure and safeguard their property including motor vehicles and their contents. We shall not be liable for loss or damage, direct or indirect, to tenants' property including motor vehicles and their contents during the tenancy unless caused by negligence of the proprietors. We reserve the right to terminate the tenancy if the terms of the tenancy agreement are not kept or for any other good and sufficient reason (see for example paragraph 7). The Hirer will remain liable for the whole cost of hire and no refund shall be due.

11. Privacy Policy

We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

We do not collect any personal information from visitors to our website other than information that is knowingly and voluntarily given. Anonymous information is collected, such as the number of visitors to the website in a given period or details of properties and dates selected for online bookings, but it is purely statistical and cannot be used to identify an individual user. Cookies are not used to collect any other information from visitors to the website.

The information collected may be used to contact you with further details of our current activities or to send details of future initiatives or events. It may also be used for research purposes. You can inform us at any time if you no longer require such information to be sent. We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold.

By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise

12. The information provided in brochures and on websites is believed to be true and accurate as at the time of going to press and all reasonable efforts have been made to ensure that descriptions given to you in relation to a particular property are accurate. In any event, you acknowledge that minor differences may arise between the photographs, illustrations and descriptions of a particular property appearing in the brochure or website and the actual property which are intended to give general guidance and do not form part of the agreement between you and us. The Owner also reserves the right to alter, substitute or withdraw any service facility or amenity if necessary.

We apologize for the amount of small print. It is supposed to help avoid any misunderstanding.

A warm welcome awaits you at Anstey Mills Cottages! (23. August 2021)