



Noble's Cottage / Nan's Cottage Booking Terms and Conditions of Hire

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BOOKING CONDITIONS

Any reservation of Noble's Cottage and/or Nan's Cottage hereinafter referred to as "**The Cottage**" is accepted by 2995c Limited, Newton Court, Saxilby Enterprise Park, Skellingthorpe Road, Saxilby, Lincoln, LN1 2LR hereinafter referred to as "**2995c**", on the following conditions.

1. CONTRACT OF HIRE

The hiring contract will be between the **Hirer** (the person paying 2995c for the Booking Period) and 2995c the owner of The Cottage for which the booking is made and shall be deemed to be made subject to these Conditions of Hire and governed by English Law. The Contract of Hire is not effective until 2995c dispatch to the Hirer written confirmation of the booking by way of an invoice. The contract is for the hire of The Cottage for holiday purposes only. 2995c do not accept bookings from Hirers under 18 years of age.

2. INITIAL PAYMENT

Bookings will be confirmed upon receipt by 2995c and an invoice will be sent to the Hirer. The required deposit payment of 25% will be due upon receipt. If the booking is made within eight weeks of the booking commencement date, full payment of the invoice will be required. Payments can be paid by bank transfer or cheque. Should the deposit not be received within 7 days of the invoice date the booking will be deemed to be terminated and no longer forms an agreement between the Hirer and 2995c.

3. BALANCE PAYMENT

The balance of the Hire will be due for payment eight weeks before the booking commencement date. 2995c reserves the right to cancel a booking where full payment has not been received within 14 days after the due date stated on the invoice. The deposit paid on the booking is always non-returnable.

4. METHOD OF PAYMENT

Cheques should be made payable 2995c Limited with the Hirer's surname and invoice number written on the back or preferably payment can be made by bank transfer to the account details shown in the invoice. Credit card payments can also be made.

5. CONFIRMATION OF BOOKING

Once 2995c has issued an invoice for the booking, the Hirer is responsible for the total invoiced price of The Cottage. Amendments to bookings, where applicable and if possible and at the sole discretion of 2995c, will be subject to an administration fee of £50 payable immediately. 2995c reserve the right to adjust prices due to errors or omissions or changes in VAT. Moving dates of a booking is at 2995c's discretion and may increase or decrease the cost of the booking depending upon the new days booked and is subject to charges for amendments which the Hirer agrees to pay.

6. CANCELLATION

If the Hirer is forced to cancel the booking the Hirer must inform 2995c as soon as possible. The day 2995c receive the Hirer's notice to cancel is the date on which 2995c will cancel the booking. If the date 2995c receive the cancellation is within 8 weeks of the invoiced booking date the Hirer will remain liable for the

full invoice value and the full invoice value will need to be paid by the Hirer within four weeks of the notice of cancellation date. Deposits will not be refunded once paid.

On receipt of such notice 2995c will use reasonable endeavours to re-let the property. If 2995c are successful, 2995c will refund the Hirer payments to date (or part if 2995c are only able to re-let the cottage for part of the rental period or have to give a discount to sell it) less up to £100.00 per booking to cover administration and re-marketing costs. If 2995c are not able to re-let the cottage, the Hirer will be liable to pay 100% of the total price.

7. INSURANCE

2995c recommend that the Hirer take out insurance to protect against any losses including any impacts from COVID-19 or related impacts. Please remember bad weather, sickness and any number of other circumstances could necessitate the Hirer failing to take the booking and 2995c cannot refund any monies other than as specified in clause 6 above.

8. AMENITIES

The use of The Cottage is entirely at the Hirer's risk, and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings.

2995c Limited will not be liable to the Hirer, any member of the Hirer's party or person visiting The Cottage during the period of the hire for any events outside 2995c's reasonable control, including but not limited to breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstances or any Force Majeure Events.

Further, 2995c Limited will not be liable to the Hirer for the withdrawal/removal of any facilities/amenities from/in The Cottage resulting from a Force Majeure Event.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business purposes.

9. PARTY NUMBERS

In no circumstances may more than the maximum number of people stated on the invoice occupy The Cottage. 2995c reserve the right to refuse admittance if this condition is not observed. Only those listed on the booking may occupy The Cottage. 2995c reserves the right to refuse admittance or to require the Hirer to ensure that some people leave The Cottage if they believe that the Hirer are in breach of this obligation. No refunds will be given if admittance has been refused for this reason.

The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying The Cottage. The lead name agrees to take responsibility for all members of the party. 2995c reserve the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for The Cottage.

10. THE HIRER'S RESPONSIBILITIES

For the whole of the period included within the booking, the Hirer will be responsible for The Cottage and its contents and will be expected to take all reasonable care of The Cottage and its contents. The Cottage details aim to give accurate descriptions of The Cottage. Should there be any specific health or mobility difficulties which may affect a party member, this must be pointed out at the initial reservation stage so that the suitability of The Cottage can be assessed.

The Cottage and all equipment and utensils must be left clean and tidy at the end of the hire period. If The Cottage is not left clean and tidy, any additional cleaning costs will be charged to the Hirer (This includes clearing away unused food from the cupboards and fridge, all pots washed and put away (excluding any pots left washing in dishwasher) and all rubbish removed from The Cottage and put in the main bins at the side of Nan's Cottage). The Hirer accepts that a minimum charge of £50.00 will be deducted from the security deposit in these events.

The Cottage must be vacated no later than 10.00am on the day of departure or the time stated on arrival information if earlier. The Hirer must not arrive at The Cottage earlier than the time stated on the arrival information.

It is an express agreement that the Hirer strictly observes the parking regulations around The Cottage and understands there is only space to park one medium / small sized car behind The Cottage. The car must be parked exactly where shown in The Cottage welcome pack. Cars cannot be parked anywhere else other than in the local public car parks.

11. DAMAGE

All damages and breakages are the legal responsibility of the Hirer, and should be notified to 2995c before the end of the booking period. The cost of damage or breakages and their replacement costs shall be payable on demand or deducted from the security deposit. Where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, 2995c reserve the right to charge the Hirer for any additional costs incurred as a consequence and may, at their discretion, refuse further bookings. Should the Hirer find on arrival any damaged or non-working items, they must be reported to 2995c within 8 hours of arrival, so that matters can be rectified.

2995c and its appointed representatives has the right to enter The Cottage (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).

Any Damages/Security Deposits charged by 2995c are administered by 2995c themselves will be reimbursed after the booking (less any penalties which may be incurred). Should the value of reinstating any damages or breakages exceed that of the security deposit 2995c will invoice the Hirer for the difference and the Hirer agrees to pay this within 7 working days of the date of the invoice.

2995c reserves the right to repossess The Cottage at any time, where the Hirer or any person has caused damage during the rental period or 2995c feel there is a significant risk to damage being caused. 2995c shall not be liable to make a refund of any remaining portion of the hire terms paid.

12. ACCIDENTAL DAMAGE DEPOSIT

It is a requirement when booking to pay an Accidental Damage Deposit.

The Accidental Damage Deposit is due with the balance of the Accommodation Price to be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of, but not limited to, furnishings, kitchen equipment, crockery, glass, keys, bedding and towels that are damaged or soiled other than by usual wear and tear (unable to be washed cleaned) during the period of the booking by the Hirer. The balance of the Accidental Damage Deposit will be returned to the Hirer within 10 working days of the departure date. Where such costs exceed the Accidental Damage Deposit the Hirer agrees to pay such excess to 2995c Limited promptly and in any event within 14 days of being notified.

13. LOST PROPERTY

2995c reserve the right to dispose of any property left in The Cottage within 1 week of departure if it is not collected after being notified that it has been left. In the event that the Hirer require 2995c to return any

items, a minimum charge of £10.00 plus postage costs will be charged to cover postage, packaging and time costs in returning the goods, the amount charged will depend upon the weight and type of delivery required and will be subject to postal rates applicable at the time. Liability for loss of the item transfers to the Hirer on immediate notification of an item being left.

14. PETS

If The Cottage accepts pets, this will be clearly be stated on the website Cottage page. Bookings that include pets are taken on the condition that they are not left unattended for periods of more than 3 hours of time and any pets left unattended at The Cottage are left in a suitable dog cage and not left free to roam The Cottage or a room in The Cottage at any time. Dogs will be required to remain on the ground floor and off furniture at all times. The Hirer will be responsible for removing any evidence left by the pet and will be responsible for any damage caused. 2995c remind the Hirer that some popular beaches do not permit dogs during the summer months. There is a charge for each pet staying (max 2 pets) and there will be an additional minimum cleaning charge of £50.00 will be made if evidence that a pet has been in the upstairs rooms is found.

15. GUESTS WITH PET ALLERGIES

Please note that an assistance dog may have stayed in a chosen Cottage recently (even one that doesn't allow pets as standard) 2995c cannot accept responsibility or liability for any suffering, damages or losses which may occur as a result of such animals having been present. 2995c cannot guarantee and make no warranty that any Cottage will be free from pet hair.

16. COMPLAINT PROCEDURE

2995c aim to provide a high standard of customer service and want all guests to be completely happy with their booking. In the unlikely event that the Hirer may have issues with the accommodation or any complaints, the Hirer should notify 2995c immediately. This can be done initially by phone but must be confirmed in writing/email so that an investigation can be carried out and any necessary action taken. In no circumstance can compensation be considered for any complaints that are made after the hire has ended, or where the Hirer has denied 2995c the opportunity to investigate, address or remedy the issue during the Hirer's stay.

2995c cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation or which is beyond 2995c's control. If 2995c know about a problem before the Hirer's arrival 2995c will contact the Hirer about this. 2995c cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers or electrical equipment and the failure of public utilities such as water, gas and electricity.

17. LITERATURE

2995c takes care to ensure the accuracy of The Cottage descriptions. All information is given in good faith and is believed to be correct at the time of going to press. 2995c cannot be held responsible for changes beyond their control, which may become known after publication of this literature. The description of The Cottage shows what amenities that it has but generally does not state what is not available.

Further, 2995c cannot accept liability for happenings outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions or past hirer's negligence resulting in loss, injury or accident.

18. LEGAL

In the event of any dispute between parties it shall be governed by the jurisdiction of the English courts only and any actions shall be heard in the court for the area 2995c is located unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable endeavours will be

used to resolve the dispute arising between the Hirer and 2995c without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination. In default of such agreement, the process and appointment of the independent professional will be determined by the President for the time being of the Law Society or the Chartered Institute of Arbitrators. In either case, all parties will contribute equally to the expense of such process, and, in default these expenses shall be capable of being recovered in any subsequent litigation.

Each of the paragraphs in these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

These Booking Conditions supersede all previous issues.

19. AVAILABILITY AND FORCE MAJEURE

The Hiring Contract of Hire is made on the understanding that The Cottage and its facilities will be available for the dates stated. In the unlikely event that a Cottage is not available through events arising outside the control of 2995c, then 2995c may be forced to cancel the booking. The Hirer will be advised as early as possible. This will entitle the Hirer to a refund of all monies paid on behalf of the hiring invoice concerned.

This could be as a result of a Force Majeure Event or if the Hirer cannot legally travel to The Cottage as a result of a Force Majeure Event, then either (i) 2995c may be forced to cancel the Booking and the Hirer will be advised as early as possible or (ii) the Hirer must write to 2995c as soon as possible to inform 2995c as to the Force Majeure Event and its effects on the Hirer's ability to legally travel to The Cottage.

In the event of such a cancellation, or in the unlikely event that 2995c Limited is forced to cancel the Booking due to circumstances or events outside reasonable control, the Hirer will have the choice of the following options:

1. To transfer the Booking to a later date and/or another Cottage free of any administration charges, subject to availability and suitability - the Hirer will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower.
2. To request a voucher with a redemption value equal to the amount previously paid for the Booking.
3. To obtain a refund of the amount already paid for the Booking.

The Hirer will not as a result have any further claims against 2995c as these are sole remedies. Please note that reservation requests taken via our website are not confirmed bookings until 2995c have sent the Hirer an invoice and accepted a payment from the Hirer.

20. LIABILITY

Other than in relation to any liability which it is not possible to exclude at law, 2995c Limited's liability for any claims and sole remedies arising out of or in relation to the Contract of Hire is limited to the amount paid by the Hirer pursuant to the Contract of Hire to 2995c.

Nothing in this clause exclude our liability for death or personal injury caused by our negligence.

The Hirer's and their party's personal belongings and vehicle together with their contents are left at The Cottage or parking facility provided entirely at the Hirer's risk.