

Keep Cottage Booking Terms and Conditions

These terms and Conditions apply to booking made directly or via our website and not through a third party, they will supply you with their own Terms and Conditions.

Please take the time to read these Booking Terms and Conditions, we appreciate that it is tempting to just give them a glance, but the content is important. We have written the Booking Terms and Conditions to describe clearly booking policies and procedures and to clarify the contractual relationship between You (the Occupier and all members of your party) and Us, the owners of Keep Cottage, the property.

Making a Reservation

1. Reservations can be made via our website www.keeptcottagesuffolk.co.uk or by phoning us directly. We will provisionally hold the property for forty-eight hours. At the point of making a provisional reservation, You shall receive a copy of the Terms and Conditions (T&Cs) and a Booking Form.
2. If the payment due (deposit or full) is not received within 48 hours of creating the provisional reservation, the booking will be cancelled automatically and the property dates will be released (This period is reduced to 24 hours for bookings commencing within seven days of the provisional booking date).

Confirming a Booking

3. Booking Confirmation consists of three elements; (1) Acceptance of the T&Cs, (2) Payment and (3) completion of the Booking Form. The T&Cs are deemed to be in force upon agreement by You and / or on receipt of any payment from You. Entry to the property requires that all three parts are completed and the booking may be treated as a cancellation

in accordance with the Cancellation Policy (below) if we are not in receipt of a completed Booking Form within seven days of Confirming a Booking.

4. To confirm a booking, You must acknowledge that You have read the T&Cs and complete the online Booking Form; confirmation of a booking is not possible without this.
5. The Client who completes the Booking Form and agrees the T&Cs does so on behalf of all members of the party and binds them jointly and severally to the terms therein (See Authority to Sign below).
6. You are required to pay an initial deposit payment of 30% of the total cost of the holiday if your arrival date is more than 6 weeks from the date of confirmation of booking. The only exception to this is for those people who choose to pay by Paypal via our website where you will be required to pay the full amount for your stay at the time of booking. If the booking confirmation date is within 6 weeks of the arrival date, We shall require full payment of the holiday cost and any charges for additional services that might be due.
7. Any payment made by You to Us in respect of Keep Cottage is deemed to confirm acceptance of these Terms and Conditions.
8. Upon receipt of payment Keep Cottage will be secured for the requested dates and We will send You a receipt to confirm funds received.
9. Once a booking is confirmed and subject to the Cancellation Policy (below), You will be liable for payment of the balance of the accommodation cost, along with any additional charges.
10. Payment to confirm a booking is possible by Paypal, bank transfer, BACS transfer or cheque. Please see point 28 'Payment Method' for more information.

Payment of Balance

11. Payment of any balance of the accommodation cost and any additional charges is due in cleared funds no later than 6 weeks prior to the arrival date. Although we will endeavour to email a reminder for the balance payment to You, it is your responsibility to ensure that payment is received by the due date.
12. We require that the You pay the balance in full, using either **bank transfer**, cheque or BACs.
13. For reasons of security and privacy, We do not provide full details of our accommodation until You pay the balance of the holiday cost in full. Upon receipt of the final balance payment we will send you the information you need to access Keep Cottage.

Payment of the Housekeeping Deposit

14. A Housekeeping Deposit is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required.
15. We will endeavour to email a reminder for the Housekeeping Deposit to You, however it is your responsibility to ensure payment of this is received in full a minimum of one week prior to your arrival date.
16. Access to the property will be denied if full payment of the Housekeeping Deposit has not been made in cleared funds and the booking will be treated as a cancellation, no refund will be due or issued.

17. Housekeeping Deposits should be made by bank transfer, cheque or BACS, You must allow sufficient time to ensure that the funds are cleared by the due date, allowing seven working days for cheques to clear and allowing time for post to be sent and received.

Refund of the Housekeeping Deposit

18. The Housekeeping deposit will be refunded within 14 days of your departure from the property less any costs incurred.
19. In the event of damages attributed to You or a member of your party during their stay we shall notify this to You as quickly as reasonably possible together with any evidence provided by the Housekeeper at Keep Cottage. The cost of any remedial action shall be deducted from the Housekeeping Deposit and the balance refunded to You. Repayment may be delayed beyond 14 days if we are awaiting a quote for repair or replacement of items.
20. In the event that the cost of rectification for losses or damage caused by the Client or a member of your party exceeds the Housekeeping Deposit held, we shall notify you of any additional amount owing. You will be advised that we reserve the right to pursue recovery of any additional cost over and above the Housekeeping Deposit and for this reason adequate personal liability insurance is strongly recommended (see Insurance Requirements below).
21. Housekeeping deposits will returned by the same method as they were paid. To facilitate return via bank transfer or BACS, You must provide us with your correct bank account details.

The Price of Your Accommodation

22. All prices quoted at the point of enquiry are valid until midnight of the day on which they were given. Prices quoted for a provisional booking are valid for 48 hours from when the

provisional reservation is made (This period is reduced to 24 hours for bookings commencing within seven days of the provisional booking date).

23. After the reservation period, where we have not received a deposit or full payment, prices quoted may be subject to change.
24. Notwithstanding the above, we reserve the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to You as soon as possible and You shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

Price Guarantee

25. Errors and omissions excepting, we guarantee that the price of the holiday will not be subject to any surcharges once You have paid either a deposit or in full, unless the booking has been amended once the confirmation has been issued. All prices are based on £Sterling.

VAT

26. We are not registered for VAT and in which case no VAT is payable.

Payment Method

27. Payments may be made by Paypal, bank transfer, BACS or cheque; you must allow sufficient time (We recommend two weeks) for cheques to clear before the payment due date. Payments for Booking Deposits can be made by Bank transfer, cheque or BACS. Payments made via Paypal must be made in full at the time of booking. Cheques for balance payments should be made payable to Niall O'Keeffe and Sara Moreton. Post-dated cheques will not be accepted in any circumstances..

28. All payments are made in £Sterling unless otherwise indicated. Overseas clients may pay in £Sterling by international bank transfer or cheque drawn on a UK bank. All charges for sending/receiving payments from overseas must be paid by You.

Booking Amendments

29. Requests to change confirmed booking dates must be made no later than three months prior to the arrival date. We will endeavour to accommodate any changes when possible.
30. By agreeing these T&Cs You warrant that you will not sell or transfer the booking to another party without our prior written consent (email is acceptable).

Booking Cancellation Policy

31. A booking can only be cancelled prior to the accommodation start date.
32. If you wish to cancel a booking you must telephone Sara Moreton 07976 829836. We will also require written confirmation of cancellation (email is acceptable). The written cancellation must be issued and signed by You (electronic signature is acceptable). The cancellation takes effect from the day that the written confirmation is received.

Cancellation Charges are as follows:

33. If You cancel your booking more than 6 weeks before arrival, we will try to re-let the property for the period of your booking, and if we are successful the your payment will be refunded minus any administration or other costs.
34. If we are only able to re-let part of your cancelled stay or if your cancelled dates are re-let at a lower price, then you will receive a part refund, and if the property remains un-let you will be liable for the full booking amount

35. If you cancel within 6 weeks of arrival you will forfeit all of your booking fee unless we can re-let the property. You will then be refunded the difference between the re-let price and the initial booking price minus any administration and/or marketing costs we incur.
36. We recommend that you take out an insurance cancellation policy.
37. You will have no further claim against the Us.

Booking Cancellation by Us

38. It is extremely unlikely that We will cancel a confirmed booking. If however, if this deems to be necessary we will inform You as soon as possible, will not be responsible for any additional losses you suffer as a result of that cancellation.

Arrival and Departure Times

39. The Client is requested to adhere to the arrival and departure times listed. Changes to these times can be requested prior to arrival but are subject to confirmation from Us and may incur a charge.

Party Size and Members

40. There is a limit of 6 occupants (including children) that can be accommodated at Keep Cottage and the number of guests must not exceed this limit. Admittance to the property may be refused or You may be asked to vacate the property immediately if this condition is not observed.
41. Party members are those detailed on the Booking Form completed by You. If You alter the party without prior request and/or if additional Clients are given unauthorised access to the

property, then additional costs incurred will be deducted from the Housekeeping Deposit. We reserve the right to refuse admission to the property or to ask the You to vacate the property with immediate effect if You fail to adhere to this condition.

42. Where an Alternative Group option rate has been paid, the Client accepts that this is on the basis that a limited number of bedrooms will be prepared for use. For example, a Client paying a 'Sleeps Up to Two Guests' rate at a property that accommodates four or more guests will pay a reduced rate reflecting that only one bedroom shall be used during the stay. Should a Client paying the reduced rate use extra bedrooms, then the Client agrees that the full cost of the accommodation may become due and this additional cost will be deducted from the Housekeeping Deposit. If the additional cost is greater than the Housekeeping Deposit, the Client authorises Us to make the appropriate charge.

Additional Requirements

43. If You request additional services such as additional cleaning, catering, activities, supermarket delivery etc., is advised to arrange these as far in advance as possible of the arrival date. Generally, a minimum of seven days prior to the arrival date is required to arrange additional services. Where sufficient notice is not given, then arrangement of additional services is dependent on availability and is not guaranteed. Requests for additional services should be addressed to Us.

Care of the Property

44. You are legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

45. In the event of any damage to property or equipment during the stay, You are required to notify the Us as soon as possible.
46. You shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste or recycling bins.
47. You agree to respect your surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. We reserve the right to enter the property to investigate concerns relating to the care of the property or to disturbances. We are within our rights to request that You vacate the property with immediate effect if it is found to be in a neglected or damaged condition.
48. Failure by You to exercise reasonable care may result in deductions being made from the Housekeeping Deposit.
49. On departure, if we are dissatisfied with the condition of the property we may refuse to take a booking from you again.
50. Please note: Do ensure that you take all your belongings with you when you depart the property, as we reserve the right to deduct any charges incurred in returning your property from your Housekeeping Deposit.

51. Inventory

52. An inventory has been provided for Keep Cottage, you are requested to report any discrepancies on arrival, otherwise the inventory will be deemed to be correct.

House User Guide

53. We will provide you with a comprehensive House User Guide for your reference. The House User Guide will contain all the information required to enjoy your stay together with

recommendations for things to do and places to visit. In the interests of security, You need to agree not to print, share or discuss the content of the User Guide with any party not included in the Booking Party.

Personal belongings

54. We cannot accept any responsibility or liability for loss of or damage to any of Your personal items, belongings or vehicles, however caused. If We are required to enter the property during a stay (e.g. to carry out maintenance or cleaning), then You will be advised to ensure that a member of your party is present; if this is not possible, You have the right to decline services at your discretion but no refunds shall be given for services not used.

Bringing Children to Keep Cottage

55. Whilst we welcome children to stay at Keep Cottage, please be aware that the cottage is very old and has some steep and quirk staircases and slightly uneven floors. For their own safety, children must be supervised at all times and it is at your own risk that you bring children to stay at the cottage.
56. We do provide a high chair and cot for use during your stay, these are for use at the discretion of yourself and we shall not be responsible for any damages that occur as a result of usage.

Linen

57. Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels and We ask that You to take care when using these products. We recommend that should You be planning to use such products during your stay that bring your own spare linen to prevent damage to items within the property. If damage / staining

does occur and the items cannot be cleaned, a charge may be levied from the Housekeeping Deposit to replace these items.

Smoking

58. Please note that We have a non-smoking policy. Clients failing to adhere to this condition will forfeit your Housekeeping Deposit.

Pets

59. Sorry we do not allow pets at Keep Cottage. We cannot guarantee that pets have not been kept previously at the property.

Authority to Sign

The person who completes the Booking Form certifies that they:

60. Are authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date, and binds them jointly and severally to these terms.

61. Are over eighteen years of age.

62. Agree to take responsibility for the party members occupying the property, and to notify Us if they are not a member of that party.

Accommodation Reservation

63. When You have made a payment and returned all paperwork as requested, the holiday accommodation is confirmed. Confirmation is the acceptance of the booking by Us under

these Terms and Conditions. We will send the You, a confirmation email verifying the details of Keep Cottage.

Insurance requirements

64. Although not mandatory as part of the T&Cs, We strongly advise the purchase of holiday insurance. Cancellation due to most reasons genuinely beyond your control (except disinclination to travel or financial reasons) can usually be covered by a travel insurance policy. You should obtain insurance that at least includes holiday cancellation cover for the value of their booking for your own protection and peace of mind. Ideally the insurance policy will cover other eventualities such as travel and road conditions as We shall not be liable for events outside our control that may prevent you accessing the property (see Events Beyond Our Control below). We also strongly recommend that any insurance covers losses due to personal liability claims because You are legally responsible for any damage that they cause during Your stay.

Property Standards

65. We have done everything possible to be accurate in our description of Keep Cottage, changes may occur during the period between the preparation of the description and your accommodation booking; therefore We reserve the right to change any of the facilities or services advertised. It is a requirement that any problems are reported immediately to Us.

Property Maintenance Issues and Complaints

66. You must report any pre-existing damage noticed upon arrival within 24 hours by email to bookings@keepcottagesuffolk.co.uk.
67. If any issues arise during the stay You must contact Us as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is

not reported and We are denied an opportunity to investigate or rectify a problem during the holiday, then You will have waived all rights in the matter.

Privacy Policy

68. Any personal information supplied to Us is used, held or stored in accordance with the Data Protection Act 1998.
69. We shall only make information about you available to those involved in supplying your holiday; this includes the Housekeeper to whom we will provide Your name, additional guest names and your contact details. We never provide information to anyone else, unless we are obliged by law to disclose it.
70. Personal information provided by You in registering for a service will be used by Us in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service We will always provide the option to unsubscribe.
71. In agreeing these T&Cs You warrant that the property details, including the property name, address and Our details will not be reproduced or passed onto a third party without Our permission.
72. For the security and privacy We shall not disclose the full details of the property until a deposit has been received and the T&Cs agreed by You. The full details, including the address, comprehensive directions and key collection arrangements shall be sent upon receipt of the balance payment in full.
73. The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

Intellectual Copyright

74. The copyright and all other rights on www.keepcottagesuffolk.co.uk are owned by Niall O'Keeffe and Sara Moreton along with all other material, copying site content for any commercial or business use is strictly prohibited.

Liability

75. We shall not be liable for any act, neglect or default, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which You or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation. In addition, We do not accept any liability for loss of or damage to a Your possessions on the Our property or land.
76. Nothing in these conditions excludes or limits the liability of Us: for death or personal injury caused by Our negligence; or for any matter which it would be illegal for Us to exclude or attempt to exclude their liability.
77. We shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to You or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

Exclusion of Liability for Suppliers Goods and Services

78. We include a number of suppliers on www.keepcottagesuffolk.co.uk and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.

Events Beyond Our Control

79. We cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligation is prevented or affected by circumstances or events outside our control.
80. An event outside our control is any event which We could not, even with all due care and attention, avoid. Such events include without limitation fire, explosion, flood, storm or other adverse weather, earthquake, subsidence, 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, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances including disinclination to travel.

Breach of Contract

81. If any of the above conditions are breached by You or any member of their party, We reserve the right to enter the property and request that the party leave the property with immediate effect.

Governing Law

82. This agreement is governed by English law with English Courts having exclusive jurisdiction.

We really do appreciate you taking the time to read through the Terms and Conditions.

This document is correct at the time of publishing on 24th March 2015.