

## QUINTESSENTIALLY QUAINT AND QUIRKY

# **Terms & Conditions**

Please ensure you read and fully understand these booking terms and conditions. If anything is unclear, please contact us so we can explain in further detail to avoid any misunderstandings.

## 1. Terminology

- 1.1. These Terms and Conditions govern the provision of accommodation provided by Quintet Cottages, (also referred to as "the host" or "the owner")
- 1.2. In these Terms and Conditions:
  - 1.2.1. "you" means the person who enters into a contract to let one of the hosts' holiday lettings.
  - 1.2.2. "the Contract" means your booking and use of the Product in accordance with these conditions.

### 2. Bookings are subject to the following terms and conditions.

- 2.1. A contract between you and the owner will come into existence when payment is received and a booking confirmation is issued showing the confirmed holiday dates. The contract binds you & all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.
- 2.2. A non-refundable 25% deposit of the holiday cost is payable at the time of booking. Bookings made less than 14 days before your arrival date must be paid in full.
- 2.3. The balance must be paid no later than 14 days before the commencement of your holiday. If the balance is not received by the due date, then your holiday will be treated as a cancellation and the client will remain liable to pay the balance of the rent. (See Cancellation Policy below).
- 2.4. No parties or events the maximum number of persons using the accommodation at any time must not exceed 4 and only be those listed on the booking form.
- 2.5. Visiting friends are admitted with prior approval of the owner.
- 2.6. We reserve the right to terminate any booking from persons under the age of 18, without notice or refund.
- 2.7. The owner reserves the right to refuse a booking without giving any reason.
- 2.8. We or our representatives reserve the right to enter the property at any time to undertake essential maintenance or for inspection purposes.
- 2.9. Tenancies normally commence at 16.00 unless otherwise agreed and guests are required to vacate the rental by 10.00am on the day of departure. This allows the accommodation to be thoroughly cleaned and prepared for incoming guests.
- 2.10. Vaping or smoking anywhere inside the premises will result in immediate termination of occupancy and forfeiture of all payments. Smoking or Vaping is

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permitted outside in the shelter please ensure all your butts are removed and taken with you when you leave. This must be strictly adhered to and any damage or extra cleaning caused by smoking will be at your expense.

- 2.11. Pets
  - 2.11.1. Pets are only allowed in Quavers Rest,
  - 2.11.2. Please contact the owner if you want to bring pets,
  - 2.11.3. Please do not let pets onto the furniture, especially sofas and bed,
  - 2.11.4. Guests are responsible for cleaning up after their pets,
  - 2.11.5. Please exercise pets outside the garden,
  - 2.11.6. Please do not leave pets unattended in the property.
- 2.12. In making a booking you accept responsibility for any theft, breakage or damage caused by you, pets or any member of your party and agree to indemnify us in full for any loss that we may incur as a result
- 2.13. Damages and breakages please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. If you notice something is missing or damaged in your accommodation, please let us know immediately so that we can take the appropriate action. If there has been any damage or breakages during your stay, we would be grateful if you could report them promptly, especially before check-out. The accommodation will be inspected at the end of the holiday & you may be charged for any loss or damage.
- 2.14. Please do not move any furniture from one room to another.
- 2.15. Please remove shoes before entering the house.
- 2.16. Please lock the doors and close the windows when you leave the property unoccupied.
- 2.17. Please make sure you switch off lights heating or any electrical appliances when you go out we're an eco-friendly holiday home.
- 2.18. Please don't take any towels or throws from the accommodation, even to use for personal picnics or trips during your stay.
- 2.19. The owner reserves the right to make a charge to cover additional cleaning costs if the client leaves the property in an unacceptable condition.
- 2.20. Please note that if any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
- 2.21. The client may in no circumstance re-let or sublet the property, even free of charge.
- 2.22. The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building, grounds or hot tub.
- 2.23. No compensation will be given for any temporary outage of electricity, gas, water, internet connection or television service.
- 2.24. The owners are not responsible for the loss of any personal belongings or valuables of the guest.
- 2.25. All inventory must remain in the property and not be taken to another property.
- 2.26. Hot tub:
  - 2.26.1. The hot tub is open until 23.00 daily. Please respect these timings out of respect for our neighbours.
  - 2.26.2. Always keep the hot tub covered when not in use. This will conserve energy, and debris from falling into the tub.
  - 2.26.3. Please use your own towels for the hot tub and not those of the accommodation.
  - 2.26.4. If your hair is long, please put into a ponytail to avoid getting it caught in the filter or drain.
  - 2.26.5. The hot tub is pre-set at 38 degrees celsius, which is just above body temperature. The water temperature should never be above this as this could lead to the body overheating. We assume that if you have children in your party that you take responsibility for their welfare.

- 2.26.6. You are advised not to drink alcohol in the hot tub. The hot water will amplify and speed the effects of any alcohol. In addition to the risk of drowning, your body cannot regulate its temperature if you fall asleep this can lead to serious overheating.
- 2.26.7. DO NOT use electrical devices including phones, radio, TVs or any other corded devices in or near the hot tub.
- 2.26.8. Always shower with soap and water before entering the hot tub, in order to remove any lotions etc always shower after using the hot tub in order to remove chlorine etc.
- 2.26.9. Be cautious when using the hot tub during the winter. If the temperature outside the hot tub drops below freezing, water splashed over the edge can quickly create slippery surfaces.
- 2.26.10. Always be careful when exiting the hot tub.

#### **WARNINGS**

- 2.26.11. Pregnant women should avoid submerging their stomachs in a hot tub, as the temperature is far too hot for the foetus.
- 2.26.12. If you have heart disease, high blood pressure or diabetes you should check with your doctor before using a hot tub.

THIS HOT TUB IS TREATED WITH CHEMICALS, AS A NORMAL SWIMMING POOL WOULD BE, THEREFORE IF YOU ARE ALLERGIC TO THESE CHEMICALS, YOU SHOULD NOT USE THE HOT TUB.

THE OWNER RESERVES THE RIGHT TO TEST THE WATER AT ANY TIME AND ADDRESS ANY ISSUES WITH THE WATER QUALITY.

- 2.26.13. We accept no responsibility for any reactions or illness you might experience following the use of this hot tub.
- 2.26.14. Any direct damage caused to this hot tub or its cover by anyone in your party should be reported to the owners.
- 2.27. Guests are responsible for the safety and security of their children at all times. Never leave children without adult supervision.
- 2.28. Please Park your vehicles in the designated parking space, ensuring cars do not block access to other properties. Parking in the drive is limited to 1 vehicle. If you have an extra vehicle it will need to park on the road **NOT** on the green.
- 2.29. The exterior to our properties include lots of uneven surfaces, and all external surfaces are potentially hazardous especially in inclement weather, where surfaces may be slippery when wet. Guests are responsible at all times for their safety when on the property.
- 2.30. Please respect the community and keep noise levels to a minimum, especially between 11 pm and 8 am.
- 2.31. We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others.
- 2.32. Barbecue please use the designated barbecue area.
- 2.33. Candles are not allowed inside the accommodation.
- 2.34. Check-out 10.00am prompt. Please empty bins, strip beds & clean dirty dishes.
- 2.35. Any problem, complaint or cleanliness issue which the client may have concerning their accommodation (including the hot tub if applicable) must be immediately reported directly to us/our representatives and we will endeavour to put matters right. Any complaints not reported to us/the property manager at the time and only reported after the client has returned from holiday will not be considered by the proprietor.

- 2.36. We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.
- 2.37. This property is privately owned and is our home. We expect all guests to enjoy the facilities and treat the property with the same respect that they would with their own house.

#### 3. Cancellations

- 3.1. All cancellations must be notified in writing.
- 3.2. If you cancel you holiday more than 14 days before it is due to start, you will be refunded the full amount, less an administration fee of £35.
- 3.3. If you cancel less than 14 days before the holiday, then the full balance remains due, subject to the following:

We will re-let the booked holidays dates.

- 3.3.1. If we are successful in re-letting the dates, at the same rate and terms, you will receive a refund of the full amount less a £35 administration charge.
- 3.3.2. If re-ret for a lesser amount, the difference between your booking and the lesser rental amount in addition to the £35 administration fee, shall not be refunded.
- 3.3.3. If we are unable to re-let the dates, we will refund any costs which we will not incur due to your cancellation, being (the cleaning and estimated utility costs).
- 3.3.4. We will let you know if we manage to re-let the dates and confirm any refund due once the holiday dates have passed.
- 3.4. We strongly advise that you take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.
- 3.5. Your booking will not be cancelled by the owner except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

#### 4. General Terms

- 4.1. **No Waiver**. The Hosts failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
- 4.2. **Third-Party Services.** The host's website may contain links to third-party websites, applications, services or resources ("Third-Party Services") that are subject to different terms and privacy practices. Quintet Cottages is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.
- 4.3. Quintet Cottages Platform Content. Content made available through the Quintet Cottages Platform may be protected by copyright, trademark, and/or other laws of the United Kingdom and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Quintet Cottages and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not

- use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Quintet Cottages Platform.
- 4.4. **Force Majeure**. Quintet Cottages shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labour or materials.
- 4.5. **Emails and SMS.** You will receive administrative communications from us using the email address or other contact information you provide for your Quintet Cottages account. You may also receive promotional emails from us.
- 4.6. **Indemnification**. To the maximum extent permitted by applicable law, you agree to release, defend (at Quintet Cottages' option), indemnify, and hold Quintet Cottages (including Quintet Cottages Payments, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our Policies or Standards, (ii) your improper use of the Quintet Cottages Platform or property.
- 4.7. Other Terms Incorporated by Reference. Our Privacy Policy and other supplemental policies and terms linked to in these Terms apply to your use of the Quintet Cottages Platform, are incorporated by reference, and form part of your agreement with Quintet Cottages.
- 4.8. Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between Quintet Cottages and you pertaining to your access to or use of the Quintet Cottages Platform and properties and supersede any and all prior oral or written understandings or agreements between Quintet Cottages and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Quintet Cottages. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word "will" is used in these Terms it connotes an obligation with the same meaning as "shall."
- 4.9. **Assignment**. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Quintet Cottages' prior written consent. Quintet Cottages may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.
- 4.10. Contact Us. If you have any questions about these Terms, please email us