

Please read and fully understand these accommodation booking terms and conditions for your reservation at either Starboard Cottage, Runswick TS13 5HR or Crabapple Cottage, Hinderwell TS13 5JU.

If anything is unclear, contact us on 07734 023 826.

Customers of our self-catering accommodation are required to agree to these booking Terms and Conditions prior to their booking

PLEASE NOTE THAT BOTH PROPERTIES ARE PROVIDED WITH TRAMPOLINES IN THE GARDENS AND THE USE OF THESE IS ENTIRELY AT YOUR OWN RISK. MERDEKA HOMES LIMITED OR ITS DIRECTORS WILL NOT BE HELD RESPONSIBLE FOR ANY ACCIDENT OR INJURY INCURRED.

#### **Definition of terms:**

"the Company" - refers to Merdeka Homes Ltd and its Directors.

"the Guest" – refers to the person named in the booking form and other guests in their party.

"the Holiday" – refers to the booked dates for a stay at either Starboard or Crabapple Cottage.

"the Good Housekeeping Bond" – refers to the sum of money taken by The Company to cover breaches of these Accommodation Booking Terms and Conditions, for example damage to the property or its contents. The Damage Deposit is refundable after the Holiday if there is no breach of these Accommodation Booking Terms and Conditions.

# 1. Booking

- 1.1. Bookings cannot be accepted from persons under eighteen years of age.
- 1.2. A contract between the Guest and the Company will come into existence when the deposit payment is received.
- 1.3. The Company reserves the right to refuse a booking without giving a reason.
- 1.4. It is the Guest's responsibility to ensure that all members of the party accept these accommodation terms and conditions on behalf of Merdeka Homes Ltd and its Directors.
- 1.5. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and subsequent loss of the Holiday.

## 2. Payment

- 2.1. Bookings made less than 30 days from the start of the Holiday must be paid in full.
- 2.2. For bookings made more than 31 days from the start of the Holiday, a deposit of £100 at the time of booking which is non-refundable.
- 2.3. The balance of the cost of the Holiday must be paid 21 days before the start of the Holiday.



- 2.4. On receipt of payment the lead guest will issue payment confirmation. An information pack about the accommodation will be sent via email or whats app to the contact details provided by the Guest.
- 2.5. If any payment is not received within 72 hours of the booking, the Company reserves the right to re-let the Holiday without notice. The Guest should therefore contact the Company three working days after sending payment to ensure receipt (unless payment has already been acknowledged).
- 2.6. The 'good housekeeping bond' of £300 will be taken prior to arrival via bank transfer or card authorisation, whichever is the guest preference.

#### 3. Cancellation

- 3.1. All cancellations must be notified in writing email is accepted.
- 3.2. If the Guest cancels the Holiday, any monies paid are non-refundable.
- 3.3 The Company will seek to re-let the Holiday so far as is reasonable, but no guarantee of reletting is given.
- 3.4. If the Company is able to re-let the Holiday, a refund or alternative holiday dates may be offered at the Companies discretion.
- 3.6. The Company strongly recommends that the Guest takes out comprehensive travel insurance to cover cancellations.
- 3.7. If the Guest chooses not to take out insurance (as recommended at 3.6 above) then the Company can accept no responsibility for any loss that the Guest may incur due to cancellation.
- 3.8. The Holiday will not be cancelled by the Company unless (a) payment is not received (as stated in 2.3 and 2.5 above) or (b) in exceptional circumstances beyond the companies control: In such circumstances, notification will be given to the Guest of the cancellation as soon as possible and the Company will promptly refund the Guest all monies received by it in respect of the Holiday.
- 3.9. Liability for cancellation will be limited to payments received by the Company in respect of the Holiday.

#### 4. Complaints

- 4.1. Any complaint made by the Guest concerning the accommodation should be reported immediately to the Company using the contact details provided on arrival.
- 4.2. In any event, a complaint must be raised during the Holiday to provide an opportunity to have the matter resolved.



## 5. Occupancy

- 5.1. Occupancy by the Guest begins from 3pm on the start date of the Holiday and finishes at 10am, on the leaving date, unless alternative arrangements have been agreed between the Guest and the Company prior to the Holiday.
- 5.2. No more people may occupy the property than the number stated in the details for the accommodation on our website.
- 5.3. The accommodation must not be sub-let or re-let by the Guest.
- 5.4. The Company reserves the right to enter the accommodation at any time, giving reasonable prior notice to the Guest, to undertake maintenance or for inspection purposes.
- 5.5. Smoking and vaping are prohibited in the accommodation.
  - 5.5.1. any damage caused by breach of this condition may result in termination of the Holiday and a forfeiture of all monies paid to the Company.
  - 5.5.2. The Company reserves the right to charge for additional cleaning costs in such circumstances.
- 5.6. If pets are permitted at the accommodation, it is the responsibility of the Guest to adhere to the following:
  - 5.6.1. One well-behaved dog is allowed in the property unless by prior arrangement with the Company.
  - 5.6.2. Dogs are not permitted onto any furniture within the accommodation. This includes sofas and beds.
  - 5.6.3. Guests are responsible for cleaning up after their dogs during the Holiday and are expected to carry out a 'sweep' of external areas before departure to remove any dog waste.
- 5.7. Security of the property is the responsibility of the Guest during the Holiday:
  - 5.7.1. Ensure all windows and doors are shut and locked before leaving the property unoccupied.
  - 5.7.2. Any loss of keys to the property during the Holiday will result in a charge being made to the Guest by the Company for the replacement of locks for security reasons.
- 5.8. **All charges** (electricity, gas, oil, water, internet, TV licence) are included in the Holiday price. No compensation will be given by the Company for any temporary outage of electricity, gas, oil, water, internet connection or television service.
- 5.9. The Company is not responsible for the loss of any personal belongings or valuables of the Guest.



- 5.10. All inventory items within the accommodation remain the property of the Company and should not be removed.
- 5.11. The Guest is expected to take safety seriously when staying at either Starboard or Crabapple Cottage
  - 5.11.1. Barbecues are provided but used entirely at the Guest's own risk.
  - 5.11.2. Candles are not permitted inside or outside of the accommodation.
  - 5.11.3. Fireworks are not permitted to be used in or around the property.
  - 5.11.4. When using the woodburning stove the Guest should follow the fire, health and safety guidelines and its use of the fire and the equipment is at their own risk.
  - 5.11.5. The Guest is responsible for their own safety at all times.
- 5.12. Please park your car responsibly and only in the designated car park spaces. The Company cannot accept liability for damage to, or theft of, or from the vehicle during the Holiday.
  - 5.12.1 Electric Vehicles should not be charged from the domestic electric sockets of the booked property.
- 5.13. Before departure, the Guest agrees to leave the property clean and tidy:
  - 5.13.1. Check for dog waste if appropriate.
  - 5.13.2. Leave the dishwasher empty of crockery, glassware and cutlery.
  - 5.13.3. Strip beds and leave linen and towels in the bags provided for housekeepers.
  - 5.13.4. Close and lock all windows and doors
- 5.14. The Company reserves the right to charge for additional cleaning costs if the accommodation is left in a poor state in the view of the Company; or if irreparable damage is caused. This includes water damage caused by rain if windows are left open.

## 6. Good Housekeeping Bond / Damages or Breakages

- 6.1. The Guest should treat the facilities and accommodation with due care. If the Guest notices something is damaged on arrival, please let the Company know immediately in order that it can take appropriate action.
- 6.2. The Company will collect a Good Housekeeping Bond from the Guest prior to arrival. The accommodation will be inspected at the end of the Holiday.
- 6.3 If there is no breach of the Terms and Conditions, the Damage Deposit will be refunded in full within 7 days of the end of the Holiday.



6.4. If damages are found or there is a breach of the Accommodation Booking Terms and Conditions:

- 6.4.1. the Damage Deposit will be used towards the cost of making good any breakages or any other damage, cleaning, or other expenses and charges resulting from any breach.
- 6.4.2. If the cost of remedying the breach is less than the Damage Deposit, the balance will be refunded once the cost of remedy has been ascertained.
- 6.4.3. If the cost of remedying the breach is greater than the Damage Deposit, the Guest is required to pay the excess within 14 days upon being notified of such claim by the Company.

## 7. Termination of the Holiday

The Company reserves the right to terminate the Holiday without compensation where unreasonable behaviour of the Guest may impair the enjoyment, comfort or health of others.

### 8. Review

The Company will, from time to time, review these Accommodation Booking Terms and Conditions and the Company reserves the right to make reasonable adjustments or amendments without notice.

## 9. Liability

To the extent allowed by English law, Merdeka Homes Limited, its Directors, employees and agents shall not be liable to the Guest for any loss or damage arising from breach of contract, negligence, misrepresentation or otherwise. This agreement is governed by English law.