

## **L& J Leisure Limited trading as Norfolk Coast Holiday Cottages Terms & Conditions**

### **1. Formation of contract**

1.1 The contract is formed between you the party leader (the lead name on the booking form) referred to as "you" or "the holiday maker," and the owners of Norfolk Coast Holiday Cottages, referred to as "we" "us" or "the owners." This contract is for the provision of short-term holiday rental of self-catering accommodation.

1.2 When you submit a booking enquiry via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by email when a deposit is received to secure the booking.

1.3 When you submit a booking via email or telephone the contract arises when you receive a confirmation of booking letter by post or email following receipt of the deposit.

1.4 Due to the secluded setting and for quiet enjoyment of all our guests we do not accept stag/hen bookings and reserve the right to cancel any such booking. Nor do we accept group bookings of all 3 properties unless permission is given in advance.

1.5 We reserve the right to refuse any booking.

### **2. Payments**

2.1 For any accommodation booked more than two calendar months prior to the start of the rental period, you shall pay a deposit of 30% when booking. You must then pay the remaining payment at least two calendar months prior to the start of the rental period.

2.2 For any accommodation booked less than two calendar months prior to the start of the rental period you must pay the full price when booking.

2.3 In the event of late payment, we reserve the right to cancel the booking, in which case the provisions of Condition 7 (below) will apply.

### **3. The Property Description**

3.1 We aim to ensure that the information provided in the web site is accurate; however, there may be small differences between the actual property and its description.

3.2 Where, due to unforeseen circumstances the property in question becomes unavailable, we will make our best endeavours to offer an alternative property of similar standard and in the local area. If, however we are not able to offer an alternative, a full refund will be issued, and we will have no further liability towards you.

### **4. Price**

4.1 We reserve the right to increase or decrease the prices shown in price lists at any time. However, the price on the booking confirmation form will not be increased unless the booking is amended.

4.2 The price of your holiday includes VAT. and will not change with any alterations in VAT.

### **5. Care of the Property**

5.1 The property is cleaned between lets and we ask that you leave the property and its contents as you found it; the rubbish bins should be emptied, any leftover food should be disposed of, all dirty crockery, cutlery and glassware should be placed into the dishwasher and left on a full cycle or washed up and put away. You will be liable for the cost of any damages, breakages, losses and any extra cleaning or repair costs which are incurred due to your non-compliance with this condition.

5.2 We are strictly non-smoking. Guests are only permitted to smoke outdoors. All cigarette ends must be cleared away. If guests smoke indoors, they will be required to vacate the property immediately and will be liable for any additional cleaning costs that may be incurred as a result of the smoke and odours.

5.3 A security deposit of £250 will be taken with your final payment and this will be held against damage, losses and excessive final cleaning. Your liability is not limited to £250.

5.4 A member of our team will be in touch on the day of departure by telephone to arrange the refund of your security deposit. Please have the card you paid with to hand.

5.5 In cases where costs are incurred, we will provide you with a breakdown of the costs. Where these are below £250 the exact amount will be retained to a limit of £250. Where costs are higher, we will forward an invoice to you detailing the excess charges. In agreeing to these Terms and Conditions you agree to pay excess charges within 10 days of the date of the invoice.

5.6 Please bring your own towels for the beach. All other linen is provided for you including bed sheets, hand and bath towels and foot mats.

## 6. Your responsibilities

6.1 Unless agreed in writing the number of persons in The Lodge Cottage shall not exceed eight adults and two children, four adults and two children in Albatross, Par and Mulligan, eight adults and one infant (cot) in The Old Lighthouse, nine adults and two children in Hippisley Hut, eight adults and two children/infants in Sea Folly, eight adults and two children/infants in Sea Salt and six adults in Hunny Pot without prior arrangement. Any alterations to guests staying must be agreed with us in advance.

6.2 Pets are welcome in the ground floor area of the accommodation only unless staying in the Old Lighthouse, Albatross, Par & Mulligan where they are welcome anywhere except for bedrooms and on furniture. Stairgates can be provided if you need assistance with keeping your pets in a permitted area. A maximum of 2 well behaved pets are allowed per property. You are wholly responsible for your pet; this includes removing and disposing of any excrement, ensuring your pet is not a nuisance to our neighbours. Pets are only welcome with prior arrangement and are charged at £50 per pet/per week. Failure to adhere to the above points may result in your security deposit being retained.

6.3 The property will be ready for you from 5.00pm and guests planning on arriving earlier are welcome to book lunch or afternoon tea at The Lodge Inn. The property can be booked the night before at an extra charge to guarantee an early check in, subject to availability. On departure day, the property must be vacated by 10.00am; otherwise a late charge will be taken. However, by written agreement and subject to availability, a late checkout may be arranged for an extra charge, near the time of the holiday. Occasionally these timings may need to be altered and you will be informed of the new timings and the reason why they are changed.

6.4 During the Covid 19 pandemic you must follow all the latest NHS and Government guidelines. If you are staying at one of our properties and you have a suspected or confirmed case within your party you should follow all current advice and should inform us immediately.

6.5 If you cannot drive home and need to remain at the property after your stay has expired, you will be liable to pay for the extra week/s, or days if it is during a short break period and no other guests was due to arrive.

6.6 If you or anyone of your party have suspected Covid 19 symptoms within two weeks of your arrival you must not come to the property and inform us immediately. In such circumstances we will endeavour to re-book the property as described below.

6.7 If your home address falls within an area where a local lockdown is required due to a Covid 19 you must not come to our property and you must inform us immediately.

6.8 An adult (25+) must be present for the full duration of the holiday let period.

6.9 Subletting is strictly prohibited; the person who has made the booking with us should be at the property for the entire duration of the holiday and available to speak with Company representatives as necessary.

## 7. Cancellations

7.1 Cancellations must be received in writing and will result in liability for the total cost if the property is not fully re-let. If the property is fully re-let the deposit/ payment can be transferred to another booking or returned. A cancellation fee of £50 will be deducted. The change of date, or a shortening of a booking, may be deemed a cancellation.

## 8 Insurance

8.1 We strongly recommend that you take out insurance to protect yourself against any losses. Please remember bad weather, sickness and any number of other circumstances could necessitate your failing to take your holiday and we cannot refund any monies other than as specified in clause 7 above.

## 9 Complaints

9.1 The owners cannot accept liability for any alternative accommodation costs, short term equipment failure or problems beyond their reasonable control.

9.2 If you have any cause for complaint you shall bring this to the attention of the owners to allow them an opportunity to achieve a satisfactory solution. On your return from holiday you should write to us within 14 days of your return detailing your complaint should you feel it was not resolved. We cannot consider any complaints where you have not complied with the above conditions.

## 10 Rights of entry

10.1 Reasonable access to the property by representatives must always be allowed although we aim to minimise any disturbance to our guests.

## 11 Special offers

11.1 Guests booking on a last-minute deal or any special offer will be bound by the following terms and conditions; the offer is only applicable to new bookings and cannot be used retrospectively. There will be a limited number of places available on the special offer or last-minute deal, and once these have been filled, we are under no obligation to extend the offer further. An offer cannot be used in conjunction with any other offer. Guests must notify us that they wish to take up the offer at the time of booking. We reserve the right to amend or vary any offer at any time. Full payment of the special offer may be required at the time of booking, and no refund will be made in the event of a cancellation.

## 12 Lost property

12.1 We reserve the right to dispose of any property left in the accommodation after 1 week of your departure. In the event that you require us to return any items, a minimum of £10.00 will be charged to cover postage, packaging and our own time costs in returning the goods. Any extra costs will depend upon the weight, size and type of delivery required and will be subject to postal rates applicable at the time. We will inform you of the postal cost and you will pay by credit/debit card to cover the amount required. On receipt of the card funds the property will be posted. We will not be held liable for any loss or damage to such property or failure of delivery by the postal services.

## 13 Liability

13.1 No liability is accepted for any loss, damage, sickness or injury howsoever caused which may be sustained during the holiday to the holiday maker or any member of the party or any invited person, or any vehicle, its contents, or any possession of the Holiday Maker or any member of the party as defined above. Your statutory rights under the law are not affected by this clause.

13.2 Cars are parked at owners' risk; each property has dedicated parking spaces available; we accept no liability for theft or damage to your vehicles.

13.3 Failure to comply with any of the booking conditions may result in the party being asked to leave immediately, if in our sole discretion, we feel the conditions have been infringed. No refunds will be given in these circumstances.

## 14 Law

14.1 The contract between you and us is subject to English law.

## 15 Force Majeure

15.1 We shall not be liable for any delay or non-performance of our obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. We shall as soon as reasonably practicable upon it becoming aware of the same notify you.