

Booking Conditions

The Contract and Liability

We, Coquet Cottages ('We', 'Agent') act as booking agents for owners ('Owner') of holiday properties and maintain a list of properties for this purpose which we publish in the form of a website. Letting arrangements are made by the Agent on behalf of the Owner and the contractual relationship in connection with the letting will be between you as the holidaymaker ('Customer', 'You', 'Your') and the Owner. The Agent is not and will at no time be party to that contract.

On placing a booking, once confirmed by us as the Agent, you the Customer enter into a short-term holiday rental agreement with the Owner. The agreement shall be governed by and construed in accordance with the laws of England and Wales. It will be entered into once the Customer's deposit has been processed AND the booking has been confirmed by the Agent. The Agent shall have no liability to the Customer for any fees, expenses, damages or loss resulting from the booking. Nothing in these Booking Conditions shall be deemed to exclude or limit the Agent's liability in relation to death, fraud or personal injury resulting from its negligence.

These conditions shall be deemed to have been accepted by the Customer at the time of completing the on-line booking form, booking by email or by telephone, or when either the deposit or full payment for the holiday is received and the booking confirmed by the Agent.

Prices and Payments

Your booking is not confirmed and no contract with the Owner exists until a minimum of 30% deposit payment has been received by the Agent and a confirmation of the booking has been issued to You by the Agent. The contract is subject to these booking conditions.

We will hold dates provisionally for a maximum of 24 hours for payment to be received, after which time we reserve the right to cancel the reservation due to non-payment.

Once You pay Your deposit, You become liable for the balance of the rent and this must be paid 8 weeks before the commencement date of the holiday but may be settled sooner if wished.

If the letting start date is within 60 days of the date of the Agent receiving the booking request, or there are other exceptional circumstances, the full amount is payable within 24 hours of the reservation being placed.

In the case of final balances, the balance is due strictly 8 weeks prior to the holiday start date. If the rent remains unpaid by the due date, We will assume you wish to cancel and therefore reserve the right to cancel the booking and make the dates available to be re-booked as per our standard Cancellation Policy. Email reminders will already have been sent by this stage, however We will endeavour to contact You by telephone in addition before cancelling the booking. We will use the contact details You provide at the time of booking. It is not the Agent's or the Owners' responsibility to ensure emails are received and read nor that telephone messages or texts are received and/or picked up by You. The outstanding balance is still legally obliged to be paid. No refund is possible unless the dates are re-booked, see full details of our Cancellation Policy below. However note that Master Cancel cancellation protection cover is available for bookings placed between 10th June 2020 and 8th January 2021 for arrivals from 1st August 2020 to the end of 2021. See our Cancellation Policy section below for full details.

Payment is accepted by bank transfer (BACS), debit card and credit card. There are no charges applicable for any payment method.

The quickest and easiest way to pay is by bank transfer over the internet (BACS).

To pay by bank transfer (BACS):

Account name: Coquet Cottages Ltd

Sort Code: 30-93-71

Account number: 73952968

Please add your surname to the reference field so we can match the payment to your booking.

We are not able to accommodate international bank transfers.

The Agent reserves the right to change the advertised prices of any property without notice. The majority of properties are priced according to market forces and prices can therefore fluctuate daily. Your holiday price will be confirmed at the time of our acceptance of the booking and is fixed at that point. No increase will subsequently be requested nor reduction offered if the prices change after the booking has been confirmed. All prices are inclusive of VAT if applicable to that property/owner.

CANCELLATION POLICY

All Cancellations must be notified to Coquet Cottages by the Customer in writing via email or postal letter.

If you placed and had your booking confirmed on or before 9th June 2020:

Where a booking is cancelled by a Customer, which includes non-payment by the due date of the balance by the Customer deemed to be cancellation by the customer, the Customer is liable to pay the balance of the full holiday cost. The Agent will re-advertise the property by making the dates available again. If the Agent successfully re-lets the property for the cancelled dates, the Customer will receive a refund of the rental amount paid which may be less than the Customer paid if the rate is reduced or if only some of the days are re-let, less £75 cancellation administration charge. The Booking Fee and any other Administration Fees previously incurred on the booking are not refundable.

If a booking is cancelled by the Agent, Owner or by Government Order, Direction or Advice of Change in Law, see separate information below.

We strongly advise Customers to take out independent holiday insurance, as they are liable for the holiday cost if the booking period cannot be re-let.

Where the Customer has taken advantage of a 10% Deposit Offer that may be offered, if they fail to pay the remaining 20% of the standard 30% deposit within 30 days of the booking date, this will deem to be a cancellation of the holiday and the 10% deposit will not be refundable.

If you placed and had your booking confirmed between 10 June 2020 and 8 January 2021:

Bookings cancelled by the Customer up to and including 2 days before the first date of the holiday: a refund of the accommodation rental costs plus dog charges where applicable will be refunded less the Booking Fee, £75 Cancellation Administration Fee and any other Administration Fees which may already have been incurred before the cancellation.

If a booking is cancelled due to Government Order, Direction or Advice of Change in Law (excluding weather-related) see section below.

Written notification of your request to cancel must be received by us prior to our close of business at least 2 days before your scheduled holiday start date to be eligible for a refund. If the email arrives after our published close of business time 2 days prior to the start date of your holiday, no refund will be possible after this deadline.

Please allow up to 7 working days from the last day of the cancelled holiday for the refund to be issued by the Agent. Card payments may take longer to credit your account which is outside of the Agents' control. The Agent is only able to process refunds to the original payment method made by the Customer. The Agent will attempt to relet the original dates of the cancelled booking. Cancellations submitted by the Customer 61+ days before the arrival date of the Cancelled booking are not subject to Master Cancel Coverage terms and conditions.

Please take note that our Master Cancel flexible cancellation cover is not 'holiday or travel insurance' and does not cover anything more than the cancellation of your holiday up to and including 2 days before your holiday start date

and is limited to the return of the rental rate paid less Booking Fee and any other Administration Fees. You are advised to always take out independent travel insurance for UK holidays if you wish to cover any other element of your holiday.

If the Customer chooses not to take out any other travel insurance and is not eligible for a refund from the Agent at the time of cancelling the holiday, then the Customer accepts responsibility for any losses that they may incur as a result of cancelling the holiday.

Bookings cancelled less than 2 days before the check-in date of the holiday: Where a Customer cancels the holiday for any reason other than due to Government Order, Direction or Advice of Change in Law 1 day prior to or on the day of check-in they will not be eligible for refund and are not protected by the Master Cancel cancellation protection cover. Example: for a check-in on Friday the Customer may cancel the prior Wednesday, but not Thursday (1 day prior) or Friday (day of check-in). Written notification of the request to cancel must be received by the Agent prior to 5pm at least 2 days before your scheduled holiday start date to be eligible for a refund. If the email arrives after 5pm 2 days prior to the start date of your holiday, no refund will be possible after this deadline.

The Agent will make the cancelled dates available to be booked for them to be re-let, but if the dates do not rebook then regrettably no refund will be available for any part of the booking. If the dates are re-let you will receive a refund equal to the re-let rental rate, which may be less if the rates are reduced in line with market forces or if the re-let period is shorter than the original booking period, less the Booking Fee and an Administration Fee of £75 and any other Administration Fees already applied to the account from a previous modification to the booking. These charges will be deducted from the refund sum due. Please allow up to 7 working days for a refund to be issued by the Agent. Card payments may take longer to credit your account which is outside of the Agents' control.

If you placed and had your booking confirmed any time from 9th January 2021 onwards:

Where a Customer cancels the holiday for any reason other than due to Government Order, Direction or Advice of Change in Law there will be a cancellation charge based on the lead time before the arrival date of the booking and the date the Customer notifies us to cancel the booking. The following table contains a breakdown of the cancellation charges. If the Customer has paid in full, a partial refund of the holiday cost will be provided depending upon when you notify the Agent of the request to cancel. If the Customer has only paid a deposit or partial deposit, they may be required to make further payments to cover the Cancellation Fee.

Any additional charges such as the Booking Fee, Administration Fee or Insurance Premiums are in addition to the accommodation cost for the booking and are non-refundable in any circumstances, as these cover administrative costs that have already been carried out or they have been paid to a third-party organisation and are non-refundable. The cancellation charges below have been calculated as an estimate of the losses we as the Agency and the Owner would incur, as the charges increase closer to the time of the holiday as the time to re-sell the holiday decreases.

Days before your arrival date, including the date we received the request to cancel, not including the day of arrival	Cancellation charge, not including any third party holiday extras, booking fees, administration fees or insurance premiums
57 days + (8 weeks +)	Full cost of deposit or equivalent of 30% of holiday cost
43-56 days (6-8 weeks)	50% of holiday cost
29-42 days (4-6 weeks) 29-56 days (4-8 weeks) (for properties that sleep 9+)	75% of holiday cost
15-28 days (2-4 weeks)	80% of holiday cost
8-14 days (1-2 weeks)	85% of holiday cost
7 days or less (up to 1 week)	90% of holiday cost

If the holiday dates rebook for the full or partial duration, the Agent will be able to offer you a refund of the cost of the replacement booking, excluding any booking fees, admin fees or insurance premiums which are non-refundable. There will be an administration charge of £75 to cover the cost of the refund transaction and cancellation procedure, which will be deducted from the total sum to refund.

If the holiday is unable to proceed due to a Government Order Direction or Advice of Change in Law Affecting Travel to the Property or the Closure of the Property:

In the case of Covid Lockdowns or Tier 3 or 4 travel restrictions and closure orders, which is not the decision of the Customer or the Agent but ordered or legislated by the Government, the booking will be cancelled and a refund of the holiday cost less the Booking Fee and any previously-incurred Administration Fee/s will be made to the Customer by the same payment method the holiday was paid by. Alternatively the Customer will have the option of deferring their holiday to a later date where any increase in rental rate will be payable a minimum of 2 months before the new holiday start date. The Agent is unable to provide refunds of the difference if the new dates/period is priced at a lower rate. No administration charge will be made for re-arranging the holiday to a later date in these circumstances.

The Agent will not provide a refund if a member of the party or anyone connected to a guest listed on the booking record (all guests comprising the party staying at the property are required to be listed as guests on the booking) either develops symptoms of Covid-19 or any other health issue, is tested positive for Covid-19 or any other health issue, or is told or advised to self-isolate due to Covid-19 or any other health issue or wishes/needs to cancel the holiday for any other reason than those stated in the paragraph above. We strongly recommend all guests take out independent travel insurance to cover themselves for having to cancel their holiday due to any of these risks when they are known risks at the point of booking the holiday.

We will not provide a refund if a member of the party or anyone connected to a guest listed on the booking record (all guests comprising the party staying at the property are required to be listed as guests on the booking) either develops symptoms of Covid or any other health issue, is tested positive for Covid-19 or any other health issue or is told or advised to self-isolate due to Covid-19 or any other health issue. We strongly recommend all guests take out independent travel insurance to cover themselves for having to cancel their holiday due to any of these risks when they are known risks at the point of booking the holiday. Our standard cancellation policy will apply for all cancellations for holiday bookings without Master Cancel cancellation cover other than those caused by a Government Order Direction or Advice of Change in Law Affecting Travel to the Property or the Closure of the Property

Cancellation due to non-payment of balance: if a due balance remains unpaid beyond the due date, this will be deemed a cancellation by the Customer:

Any monies already paid such as a deposit, partial payment and any booking and administration fees will not be refunded to the Customer.

However, if the booking is covered by Master Cancel, a claim will be submitted to Master Cancel. If the claim is successful, the Customer will receive a refund of the monies paid less any associated Booking and Administration Fees and a Cancellation Administration fee of £75. Please allow up to 7 working days for the refund to be issued by the Agent. Card payments may take longer to credit your account which is outside of the Agents' control.

Where the Customer has taken advantage of a 10% Deposit Offer that may be offered, if the Customer fails to pay the remaining 20% of the standard 30% deposit within 30 days of the booking date, this will deem to be a cancellation of the holiday and the 10% deposit plus booking fee will not be refundable.

A booking may be cancelled by the Agent if the property is withdrawn from letting:

If for any reason it proves necessary for the Agent or the Owner to make a change in the Customer's holiday booking by reason of the decision to withdraw the property by the Owner or by reason of overbooking or for some other reason specifically directed by the owner, the Agent will use reasonable endeavour to transfer the booking to

alternative accommodation and only on failing this will refund to the Customer all monies paid less any insurance premiums. If cancellation is necessary due to factors outside of the Owners' or Agents' control for example but not limited to Government statute recommendation or guidance then the refund due will be less the booking fee and any administration fees which will be retained by the agent to cover administration, marketing and associated costs already undertaken in direct relation to the booking. Nevertheless neither the Agent nor the Owner shall be under any further obligation or liability in this respect.

Any Booking and Administration Fees charged to the Customer are to cover irrecoverable administrative costs associated with the cancellation procedure.

Special Conditions Regarding Heavy Snowfall or Extreme Weather Conditions

You are strongly advised to take out independent holiday cancellation insurance to cover you for having to cancel your holiday due to heavy snowfall or any other conditions which may affect your journey to the property booked. If there is heavy snowfall or any other condition or reason affecting your travel on the day of your arrival and you have to cancel your holiday, we will be unable to refund your holiday cost unless the dates are re-booked by another Customer. Be aware that the closer the date that you cancel the holiday is to the start date of the holiday, the more unlikely it will be that we will be able to re-let the dates at such a late stage. If it is less than 2 days before your holiday, you could consider waiting to see if conditions improve and delay your journey until the next day or so rather than cancel your whole holiday.

For holidays booked between 10 June and 7 January 2021, for arrivals on or after 1 August through to the end of 2021, we offer Master Cancel flexible cancellation protection cover, see details in the Cancellation section above.

Change of Dates or Property Booked

Once a booking has been accepted by the Agent on behalf of the Owner it can only be changed to another property by treating the original booking as a cancellation. The dates of the holiday may be changed providing the property is available for the new dates and the Owner agrees to the change. An administration charge of £75 will be payable for any changes to the original booking. The final decision will reside with the Owner of the property.

A request to change the booking to another property will constitute a cancellation of the booking and be subject to our Cancellation Policy (see above).

Period of Hire

The rental period commences at 6:00pm on the day of arrival and terminates at 9:00am on the day of departure unless otherwise advised or agreed. These times must be respected in order for us to ensure our full service standards can be adhered to. Please be aware that the whole property has to be cleaned and prepared during a limited changeover period and maintenance issues resolved too, which can easily take up to 9 hours.

Provision of Keys

Keys must be collected and returned as per instructions provided.

Use of the Property

The booking shall be deemed to be for the purpose of the person or people whose names appear on the booking form. The maximum number of persons allowed at the property is stated in the particulars and corresponds to the number of beds provided and MUST NOT be exceeded without our prior consent. In the event the maximum number of allowed persons has been exceeded without prior consent the Owner has the right to revoke the booking without refund and ask all persons to leave the property immediately.

Only the persons whose names are detailed on the booking form are permitted to stay in the property.

If more than 2 day visitors to the property are expected, this must be agreed in writing with the Agent or Owner and their names provided. No more than 2 day visitors to the property are permitted without prior approval of the Owner.

Bookings will not be accepted from parties of young people or single sex parties of more than 4 without agreement and we reserve the right to refuse or revoke any bookings from parties which may in our opinion be unsuitable for the property concerned.

No parties are permitted to be held within the house or grounds of any of our properties without the Owner's permission.

A cleaning/damage deposit, referred to as a 'Good Housekeeping Security Deposit' may be requested by the Agent on behalf of the Owner before acceptance of any booking.

Care of the Property

The Customer is required to keep the holiday home and all furnishings, fixtures, fittings and effects in the same state of cleanliness, repair and condition as they were in at the commencement of the holiday and will be responsible for any damage to the holiday property or the furniture, fixtures, fittings and effects and must ensure that the property is left clean and tidy, both inside and outside the property. Anything broken or damaged should forthwith be repaired or replaced with an article of similar type and value to the satisfaction of the owner. If this is not possible any damage or breakage should be reported to the Owner immediately and paid for before departure. In default of such obligation, the Customer is legally obliged to reimburse the owner against any costs incurred by the Owner in remedying such default.

The Owner reserves the right to charge the customer for the cost of repairing any damage and/or replacing damaged items caused by the Customer or their party during the stay. The property is required to be left in a clean and tidy condition, as found. If any exceptional cleaning is necessary, the Owner will charge the Customer direct and legal action will be taken in the event of non payment.

The Customer must not assign or part with the possession of the property or any part of it or anything contained in the property or use it other than as a single dwelling for holiday occupation by the people whose names appear on the booking form.

The Customer must ensure that nothing happens which may be a nuisance or inconvenience to occupiers of neighbouring property or adversely affect any insurance of the property.

Damage/Cleaning Deposit

The Owner may charge a damage/good housekeeping deposit, referred to as a 'Good Housekeeping Security Deposit', which the Agent will arrange. The Customer agrees to pay such a deposit at the request of the Owner. The Owner shall be entitled to instruct the Agent to deduct from the Good Housekeeping Security Deposit the cost of remedying any breach of the obligations covered in these booking conditions.

At Christmas and New Year, a Good Housekeeping Security Deposit is required to be arranged for all holidays at all properties during the festive season. Please see our [Property Care](#) page for further details.

Noise

We respectfully request that due consideration is shown to the inhabitants of neighbouring properties and noise is kept to a minimum, particularly late at night or in the early morning.

Children and Safety Advice

Customers must accept full responsibility for the safety of any children in their booking party. Our rental properties are general domestic properties and no assurances can be provided as to the safety or suitability of the property for the Customer, the Customers' children or pets. Cots, highchairs and other baby equipment may be available upon

request for infants but Customers are advised to check the safety of any such items before use and also the circumstances of the environment within which they are to be used. Customers may choose to bring their own travel cot or other children's equipment/facilities with them for the duration of their stay.

The Agent draws the Customers' particular attention to keeping a close eye on children of all ages (or other members of the party who may not be able to adequately identify risks) whilst at the property, particularly in regard to the proximity of roads and rivers, open fires, open windows and the use of BBQ equipment. Please be extra vigilant with:

Balconies, railings, small walls and fences or boundaries with gaps - small children are able to squeeze through gaps and climb and neither the Agent nor the Owner accepts any responsibility for any accidents that happen as a result.

Glass doors and windows - these can be difficult to see in bright light and Clients are particularly advised NOT to open sash windows in period properties, due to the danger of falling and the mechanism of the window.

Wooden and tiled floors - can be very slippery when wet and should be avoided by those with wet feet.

Properties adjacent to a river - Customers must take extra caution with children in properties near the river. Do not permit any children to access the outside areas unattended and they should be closely supervised at all times.

Right of Access

The Agent or the Owner of the property shall be allowed the right of entry to the property at all reasonable times during a Customers' stay for the purpose of inspection, delivering or collecting an item, or in relation to any necessary cleaning, repairs or maintenance. However, we will seek to minimise any disruption.

No Smoking Policy

No smoking is permitted in any of our properties and if you smoke outside, the door to the property must remain closed to prevent smoke ingress. All butts must be removed.

Use of Complimentary Toiletries and Cleaning Materials Provided in the Property

Complimentary toiletries are provided in the properties however whilst every effort has been made to ensure they are hypoallergenic, use of these items is at the Customers own risk and no responsibility will be accepted for any adverse reaction. Customers are advised to test on a small patch of skin before use. The use of cleaning materials supplied in the property is also at the Customers' own risk.

Pets

It is clearly stated in the particulars whether or not pets are allowed at the property. This must be strictly adhered to. We do not accept dogs under the age of 1 year old and pets must be fully house-trained and well behaved. If pets are allowed then they MUST be kept under strict control. At the point of booking your holiday, you are deemed to have confirmed your agreement to our booking conditions.

No pet may be left at the premises unattended nor be allowed on any furniture whatsoever (even with covers applied) nor be allowed in any bedrooms. Where a lounge is situated on the first floor, all bedroom doors must be kept firmly closed to prevent access by the pet.

Pets must not be permitted to cause any damage to the property or gardens nor bark or cause any other kind of nuisance to neighbours. Pets must be exercised away from the premises. If any soiling occurs in the grounds of the property it must be removed and disposed of immediately or at very least prior to your departure. On departure excess pet hairs and paw marks/soiling to floors, skirting boards, etc. should be removed. Any exceptional cleaning costs incurred by the Owner in order to reinstate the property to the clean condition it was in at the start of the rental period will be charged to the Customer.

Stair Gates

Some of the properties have stair gates either permanently fixed or available upon request for use with children or pets. The individual cottage web page should be checked for more information or an enquiry is made to the Agent. Some properties have fixed stair gates and others portable 'self-fit' gates. You are requested to fit the portable stair gates yourself in order that you can satisfy yourself that they are secure (no tools are necessary). Neither the Agent or the Owner of the property will accept any liability for their misuse or any accident involving them.

Website and Advertising Information

The Agent takes every care to ensure the accuracy, both written and verbal, of the property, the locality and local amenity details. All information on the website, on third-party websites, in printed material and provided in email or verbal communications is given in good faith and is believed by Coquet Cottages to be correct at the time of writing, going to press or otherwise communicated. However Coquet Cottages cannot be held responsible for changes beyond its control which may become known after writing and going to press. In addition, whilst we advertise properties as non-smoking or no pets as instructed by the Owner, we cannot guarantee the fact.

The Agent's description of a property shows the amenities that property has but generally does not state what is not in the property. Furthermore, neither the Agent nor the Owner can accept liability for happenings outside its reasonable control such as the breakdown of domestic appliances, Wi-Fi, heating systems, plumbing, wiring, temporary invasion of pests, interference from neighbouring buildings works, damage or inconvenience resulting from exceptional weather conditions.

If there is a breakdown of any of the utility services at the property (ie. heating, electrics, broadband, etc. the Owner will endeavour to get the problem fixed as soon as possible and will take any appropriate steps to provide an alternative source of heat/power if possible. **No refunds will be provided for any loss of amenity in this respect.**

The Agent cannot accept liability for the Owner's negligence resulting in loss, injury or accident. Please be aware that if a property is advertised as having an enclosed garden, this does not necessarily mean a secure garden. It may be enclosed by hedging, open style fencing or have a low wall or fence. You are required to seek your own assurances as to the suitability of the property for your children or pet.

Warranties

The Agent does not warrant and takes no responsibility for the accuracy of any verbal information given or statements made by its staff or service team.

Broadband Internet Access

In properties where broadband internet access is offered as a facility, it is offered on a **complimentary basis** and is not guaranteed to always be available or at the speed you may be used to. You are not permitted to download large files, games or stream films/data and your use of the internet is conditional upon it being used for legal purposes only. Many properties have a limit to the volume of data able to be downloaded in a given month, sufficient for reasonable internet access. This is not always by choice as some, especially remote, cottages with no telephone lines may have to use a mobile service which comes with limits in place. If large downloads are carried out exceeding the limits in place, you may be charged for any excess imposed by the internet service provider.

If we are made aware in advance of your holiday of the service becoming unavailable or inaccessible for any reason we will advise you so that you can make alternative arrangements for internet access if it is essential to you whilst on holiday. Please be aware however that we may not always be aware there is a problem and neither us nor the owner can take any responsibility for this, which is entirely outside of all party's control.

Complaints

If the Customer has a genuine complaint in respect of the holiday home then this should immediately be reported to the **Owner or housekeeper**, for which contact details are provided both in the property and on arrival instructions.

The Agent accepts no liability for remedying a complaint that may be received by them, but will promptly refer the complaint to the Owner.

Complaints which are not reported immediately, during the holiday, will not be entertained subsequently and certainly not after the end of the rental period. The Owner must be given the opportunity to rectify any problem identified by the Customer during their stay. No correspondence will be entered into in respect of complaints made on the day of departure or after the Customer's return home, when no opportunity has been provided for the Owner to rectify the problem.

Data Protection Act 1998 and Privacy Policy

All personal information supplied to the Agent will be treated in confidence and will not be disclosed to any third parties except where consent has been received or where required by law. In order to provide a service, this information will be held in the data systems of the Agent. The only persons permitted to access the information contained in the Agent's systems are those employed by or authorised by the Agent. Please see Coquet Cottage's [Privacy Policy](#) for more information, or ask for a written copy.

Coquet Cottages would also like to keep its Customers informed of its services and special offers. If you would prefer not to receive this information from us, please let us know.