

This contract is between No 5 Westbight Cottage, Westbight, Lincoln, Ln1 3BE, (referred to as No 5, Westbight, us or our) and the person completing and signing the booking form and all members of their group (referred to as “you” or “your”). The contract will be subject to these booking terms and conditions being complied with. The party leader must be 25 years of age or over at the time of booking.

CONTRACT

You agree that No 5 West Bight is only to be used for the purpose of a holiday let and is not an assured tenancy under the terms of the Housing Act. Therefore you only have the right to occupy the property for the agreed period of rental for holiday purposes only in terms of Schedule 4 of the aforementioned Act. We reserve the right to refuse entry to anyone who, in our opinion, is not suitable to take occupation of the property and also reserve the right to terminate the Contract without further liability at any time or remove any persons due to unreasonable behavior, damage to property or causing annoyance or offence to any other parties.

PAYMENT

You agree to be responsible for all the booking reservation monies due in association to your stay.

DEPOSIT

If your booking is made more than 6 weeks in advance of your arrival date a minimum deposit of £150 will be paid either by cheque or BACS transfer to secure your booking, this will be sent within 5 days of your initial enquiry. We reserve the right to take other bookings if the deposit is not received within this time

BALANCE

Your balance payment of the total cost of your stay together with your refundable housekeeping deposit of £150 will become due six weeks prior to the date of your arrival. You will ensure that such payment is made by that date, failure to so will result in the cancellation of the stay and the property will become available to re let.

FULL PAYMENT

If booking less than 6 weeks prior to your arrival date you will be required to send the full cost of your stay together with your refundable housekeeping deposit of £150. If this full payment is made by cheque or bank transfer it must be received within 5 days of your initial enquiry. Full payment made by PayPal, via the website www.no5westbight.co.uk, must be received 48hrs after your enquiry, failure to ensure that such payment is not processed and received by that date will result in the cancellation of your stay and the property will become available to re let.

HOUSE KEEPING DEPOSIT

YOU AGREE

To pay £150.00 housekeeping deposit at the time of either:

A) When your full payment is due or

B) When your balance payment is due. This housekeeping deposit will be returned to you within 3 days of vacating the property on completion of change over cleaning has been completed and that we are satisfied that the property is in the same condition as your arrival day including any loss or damage caused by you. Please inform us immediately if you are unhappy or any concerns with the condition of the property on your arrival.

NO SMOKING POLICY

No 5 is a non-smoking property. Smoking is not allowed under any circumstances. You agree that if evidence of smoking is found a charge of £300 will be made to cover cleaning and refurbishment costs, an invoice for the costs will be issued to the lead guest and they will be responsible for the payment. However smoking is only allowed in the outside rear courtyard area and ashtrays are to be used at all time.

PETS

Unfortunately we are not able to welcome pets to the property, however, registered guide and support dogs belonging to guests with visual and hearing impairments are allowed, even though the description states that pets are not allowed. Guests with allergies should be aware that we cannot guarantee that a guide and/or support dog has not stayed in the property, nor can we accept liability for suffering which may occur as a result of such animals having been present.

CHILDREN

No 5 welcomes children, you agree to be fully responsible for them during your stay.

CANCELLATION

You agree that by making your booking our agreement is a legal contract. Deposit payments are not refundable All cancellations must be made in writing (an initial email is acceptable but followed by your written letter) In the event of cancellation by the client we shall be entitled to retain if already paid or to recover from the client the following percentage shares of the holiday rental *this excludes your deposit payments.

- Cancellations made 0 – 14 days prior to arrival – 100% of holiday rental payable
- Cancellation made 15 – 28 days prior to arrival – 80% of holiday rental payable
- Cancellation made 29 – 60 days prior to arrival – 60% of holiday rental payable.
- Cancellation made 61 – 70 days prior to arrival – 30% of holiday rental payable
- Cancellation made 71 – 84days prior to arrival – 15% of holiday rental payable
- Cancellation made 85 – 108 days prior to arrival – 10% of holiday rental payable
- Cancellation made over 108 days prior to arrival – 5% of holiday rental payable

If for any reason the accommodation is not available on the confirmed booking dates due to events beyond our reasonable control you agree that all monies paid will be refunded by us and we will have no further liability to you or any other party.

CANCELLATION INSURANCE

Your own cancellation insurance is not compulsory but is strongly recommended to protect yourself against our cancellation penalties as listed above.

CANCELLATION BY US

You agree that we reserve the right to refuse any booking or to cancel any bookings already made subject to refunding any sums you have paid in full without further liability on their behalf. It is extremely unlikely that we will have to make any changes to your property rental however; occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon they may be applicable. If we are forced to cancel the property rental because of force majeure or for any reason that makes the property unfit for rental we cancel the booking and you accept a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

CARE OF THE PROPERTY

We pride ourselves with the standard of the property and we wish for you to enjoy your stay as much as possible therefore we would appreciate the you agree to respect and care for the property and leave the property in the same condition as you found it on your arrival. Your housekeeping deposit of £150 will be used as part or full payment if any damage, excessive wear, breakages are found or any extra cleaning hours are needed in order to retrieve the property back to its original condition as on your arrival. To ensure that all electricity items including lights are turned off and that doors, windows are closed and locked whilst you are away from the property failure to uphold this will result in all household insurances will becoming invalid. Whilst the electricity and heating costs are included in the cost of your stay excessive usage will be charged for, that all lights and electric appliances are turned off when not in use.

TERMINATION OF STAY

You agree that the owners reserve the right to terminate your stay if you or members of your group are believed to be causing a nuisance or are not treating the property with due respect. You are expected to maintain high standards of behavior and to act within the law at all times.

LIABILITY

The use of the accommodation and its associated facilities is entirely at the users risk and you agree that no liability can be accepted for death, injury, and loss or damage to users or their belongings (including vehicles). The owners shall not be liable to you or any other member of your group for any loss or damage to you or your property however caused.

NUMBER OF PERSONS USING THE PROPERTY

Occupancy of the property must not exceed the number of people than the property is designed to accommodate, and you agree that only the guests named on the booking form will be allowed to stay..

PERIOD OF HIRE

You are required to arrive not before 4.00pm on the day of arrival and vacate the property by 10.00am on the day of departure. Please note. If the property is not fully vacated by 10.00am on the day of your departure (without prior permission from the owners) you agree that a charge of £50 per part or full hour will be charged to the Lead Guest.

RIGHT OF ENTRY

You agree that the owners of the property and their, representatives, are to be allowed access to the property to carry out urgent maintenance that may occur during your stay

COMPLAINTS

We are committed to taking complaints very seriously. If you have any reason to raise a complaint during your stay in relation to our facilities please let us know as soon as is reasonably possible, and in any event before departure, to allow remedial action to be taken. We will endeavor to undertake any repairs or replace any faulty equipment with all due diligence, however no claims will be entertained in respect of equipment which remains faulty for any reason beyond our control.

HOUSEKEEPING DEPOSIT REFUND

We endeavor to return your housekeeping deposit within 3 days of your departure by bank transfer so we ask that you contact us with your details as soon as possible. If we have any reason to withhold any part of your deposit we will contact you within 24hrs of your departure to discuss the issues surrounding our decision.

PLEASE NOTE - We reserve the right to charge the lead guest extra costs if damage, disruption or extra cleaning are encountered above the value of your £150 Housekeeping deposit. The extra costs will be billed to the lead guest and they will be held responsible for its payment. Invoices will be available.

LOCATION MAP, DIRECTIONS, & ACCESS ARRANGEMENTS

A location map and directions will be sent to the lead guest on the receipt of the full or final payment. Access arrangements will be sent to you on your arrival day.

TERMS AND CONDITIONS

We reserve the right to change or amend these terms and conditions at any time