

Terms & Conditions for Puddle Duck Cottages

Booking Terms and Conditions

The Contract for a short-term holiday rental will be between the Puddle Duck Cottages (referred to as “Puddle Duck Cottages or We”) and the person making the booking and all members of the holiday party (referred to as “the Customer, or Your or You”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival We must be provided with a list containing the names, ages, Postcodes and contact details of all guests.

* **Payment**

Bookings are CONFIRMED on receipt of the deposit of 50% of the booking cost, up to that time it is a provisional booking and the dates will remain on our availability calendar. Payment must be made in £’s sterling. The deposit must be paid within 2 days of the booking being placed. The balance of the rental will be due for payment 8 weeks prior to the booking commencement date. We reserve the right to cancel your booking where the balance has not been received by this date. If this happens You will forfeit the non-refundable deposit. If the booking is made within 8 weeks of the holiday commencement date then full payment will be required. Once You have a confirmed booking, (for clarity once You have paid the deposit), You are responsible for the full rental cost.

* **Cancellation**

Bookings placed up to and including the 14/02/2021 are covered under a different set of Terms and Conditions and are available by emailing sonia@puddleduckcottages.co.uk if these apply to Your booking. For bookings placed on or after 15/02/2021 these new Terms and Conditions apply to cancellations.

If your booking has to be cancelled because Puddle Duck Cottages is put under Government Restrictions and has to close and the period of closure covers Your booking, you can reschedule Your stay up to 12 months in advance from Your original arrival date, or You can be funded in full.

In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking, You can reschedule Your stay up to 12 months in advance from Your original arrival date, or You can be refunded in full.

If your booking has to be cancelled because Puddle Duck Cottages has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking You will be refunded in full.

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Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Puddle Duck Cottages for any reason.

This includes – but is not limited to – illness (including Covid) a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property. Where We are able to successfully re-let your booked holiday for the same rate, then We guarantee that your booking will be refunded in full less a £50 administration fee. If We are unable to re-let the property, there will be no refund under any circumstances.

It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Puddle Duck Cottages strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

There are several insurance policy options which include cover for Covid related cancellations now available for guests to purchase. Covid is also now a known risk and it is possible for You to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any members of the party.

If you choose not to take out UK travel insurance, then You accept responsibility for any loss that You may incur due to your cancellation.

In order to ensure speedy receipt, and thereby processing, of cancellations, Puddle Duck Cottages recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Puddle Duck Cottages. Any amounts due for refunding will be made within 14 Days.

* Covid - 19

If You show any signs of having the virus then You must immediately go and get tested by contacting <https://www.nhs.uk/conditions/coronavirus-covid-19/testing-and-tracing/get-an-antigen-test-to-check-if-you-have-coronavirus/>.

The result must be shown to Puddle Duck Cottages. If positive, You will need to leave if any Member of Your party can drive you. If that is not possible and You have to self-isolate here, then You will have to pay for all bookings that have to be cancelled as a result.

We will need You to provide, names, telephone numbers and email addresses of everyone in the party, so that We can pass this onto the NHS if it is required. This information will not be used for any other purpose. This must be provided before arrival.

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* Damages Deposit

A damages deposit of £200 per cottage is payable prior to arrival. This is held during your stay and on the day of departure once housekeeping have carried out their checks Your damages deposit will be returned within 24hours, if there is no damage to the property. We acknowledge that occasionally crockery etc gets broken, of which We would not charge but do ask You make us aware of any such items so we can replenish the item.

* Damages and Breakages

The cottage is insured for standard perils but we cannot accept liability for Your personal possessions and we would strongly recommend You take out adequate travel insurance to cover this risk. In addition, we shall have no liability for death or personal injury except where this arises from our negligence or the negligence of our staff or contractors provided they were acting in the course of their employment. If You lose a key we will replace it upon you paying for the cutting of a new one.

We kindly ask if You accidentally do break anything in the cottage during Your stay, We would ask You to telephone, email or text us so that we can arrange for either repair or replacement as soon as possible in consideration for Your own comfort and that of future guests. Contact details can be found in the Guest Notes at the property, as well as on our website.

* Period of Hire

You should not arrive on site before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so may result in You being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

We will try to accommodate any requests for early/late arrivals but You will appreciate this is entirely subject to the arrival/departure times of the preceding/following guests. Electricity, towels and bed linen is included within the cost of your holiday.

* Smoking

Smoking is strictly not permitted, including vaping. Please refrain from smoking by the external doors to the cottage, as this creates an unpleasant odour inside. If this happens You will incur a charge against Your damages deposit.

* Number of Persons Using the Property

Under no circumstances can more than the agreed number of persons on the booking form sleep at the property. Failure to comply with this will result in a £200.00 fine and We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Puddle Duck Cottages.

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* Care of the Property

We would like You to feel at home at Puddle Duck Cottages. So whilst We welcome families and dogs We would ask that You treat the cottage in the same way You would treat your own home.

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or conduct any act that may be a nuisance or annoyance to the owner or other neighbouring properties.

The cottage is rented on the basis that each guest(s) will leave the cottage upon departure, to the same condition in which You found it and as You would wish to find it upon Your arrival. This includes, but is not limited to, leaving all surfaces clean, emptying and cleaning out the fridge/dishwasher and emptying of rubbish bins.

As You will appreciate, we have a very short time to prepare the cottage for the next guests. If the cottage is not reasonably left in a tidy and clean state this delays house keeping with the turn around. We reserve the right to charge You for extra cleaning fees if the cottage is not left in a reasonably tidy and clean state on departure. We endeavour to offer guests an earlier check in wherever possible in order that they can commence their stay as soon as possible. By requesting guests to be considerate in how they leave the cottage assists with this and we trust guests value the importance of this element of our T&C's.

In addition, we reserve the right to charge You for any damage to the property or its fixtures and fittings caused either by Your party or Your guests. We do not wish to raise any additional charges any more than you would wish to have to pay them, and We hope that You will treat the cottage with care and consideration both for us, as the cottage owners, as well as for the next guests.

* TV/Music and Noise

Out of courtesy to the residents in the neighbouring properties We have developed a noise policy. Music outside in the gardens is not permitted and we request that if guests are playing music inside the property that the door and windows are kept closed and the music is turned down by 10pm. We ask You also to be mindful of the level of noise from the television in the living room so not to disturb neighbouring guests.

* Third Party Suppliers

If you want to use the services of a third-party supplier whilst staying at Puddle Duck Cottages you must ask and receive written permission to do so. Puddle Duck Cottages would need to see the third-party supplier's public liability insurance, and any other related/required certification. We will then seek approval from our insurers to allow the third-party activity to take place. If all insurances and certification are satisfactory to Puddle Duck Cottages and our insurers, permission to invite these suppliers to Puddle Duck Cottages will not be unreasonably withheld. Puddle Duck Cottages does not accept liability for the activities of these third-party suppliers.

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* **Pets**

Whilst We welcome a maximum of 2 dogs who have received recent/regular flea and worm treatment, We would respectfully ask that they are not left in the cottage unattended unless agreed with us beforehand. **IMPORTANT NOTICE** any guests dogs that are left alone in the cottage and are excessively barking, therefore causing a noise disturbance to neighbouring guests will be politely asked to address this matter with immediate effect. Should the disturbance continue then We have the right to ask you to vacate the cottage even before Your departure date is due. We ask that dogs are kept off beds and use the blankets provided to cover the living room furniture, We would prefer that dogs are not allowed upstairs and a stair gate is provided but do understand that some pets are anxious if not with their owners. Under these circumstances We ask owners to place their dog beds on the floor in the bedrooms or on the landing area. The garden is there for your enjoyment; please ensure that you clean up after Your dog/s.

* **Septic Tank**

Puddle Duck Cottages are not connected to a main sewage system; instead it is serviced by a bio-disc septic tank.

It is **imperative** that when using the toilets, that all sanitary items, nappies, facial wipes and cotton wool pads/buds should be placed in the bin provided. Disposable bags are provided for sanitary pads/ tampons and condoms that are to be placed in the bin provided. Toilet paper and solids can be flushed down the toilet system. Failure to comply with this very important requirement could result in irreversible damage to the bio-disc system and in turn considerably costs to You, for its repair or replacement. In addition please does not use bleach down the toilets or sinks, housekeeping will ensure the facilities are suitably cleansed after and before the arrival of any guests.

* **Circumstance Beyond the Control of the Owner (Force Majeure)**

We do not expect to make any cancellations to Your booking but occasionally problems arise and bookings have to be cancelled or changed. If this does happen, We will contact You as soon as reasonably practicable, explain what has happened and inform You of the cancellation or change. If the change is material (eg a change in dates) and the change is not acceptable to You, You will of course have the right to cancel your holiday with full refund of any monies paid. Where circumstances outside of our control, such as flooding or fire etc, lead to the change or cancellation of Your holiday, We are unable to accept liability for compensation.

* **Drones, Night Lanterns and Fireworks**

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are expressly forbidden.

* **WiFi**

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

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* **Data Privacy Statement and Cookie Policy**

<https://www.puddleduckcottages.co.uk/privacy-policy/>

* **Rights of Entry**

We know that once guests arrive, they want to be left to make themselves at home in the privacy of the cottage and gardens and We will do everything We can to make sure this happens. However, sometimes, it may be necessary for us to obtain access to the garden, for example, to allow a gardener to mow the lawn and maintain the garden. We try to carry out this work in the 'window' between guests but occasionally; this may not be possible, such as where We allow guests to arrive earlier than 4pm. Where this happens, We will make every effort to be as discrete as possible. It may also be necessary to carry out maintenance to the property including allowing workmen access to the cottage. In the unlikely event this is necessary, We will discuss this with You in advance and try to minimise any disturbance of Your holiday. If an emergency arises, for example a water leak, You will appreciate that we will need to obtain immediate access and it may not be possible to provide You with advance notice in this situation.

* **Complaints**

Every effort has been made to ensure that You have an enjoyable stay. However, if You have any problem or cause for complaint, it is essential that You contact us immediately to give us the chance to resolve it. We will **not** make any refunds in respect of complaints made after the Customers departure from the accommodation if the Customer did not make the complaint or the problem known to us during the holiday. Every effort will then be made to assist You. We value every booking and want all our visitors to enjoy their holidays.

Although the information published is correct at the time of publication, Puddle Duck Cottages reserves the right to make alterations to the facilities provided without prior notification.

We reserve the right to amend these terms and our prices as advertised from time to time without further notice. However, We promise there will be no increase in the price of a holiday which has been confirmed and a deposit payment received. In addition, We will only make such amendments to our terms that are reasonable.