DIRECT BOOKING TERMS AND CONDITIONS

1 GENERAL

1.1 This is a legally binding contract between the property owners, The Swiss Cottage, Pickering and the The Party Leader. The property owner is also be referred to as “we” and “us”. The Party Leader is also referred to as “you”.

1.2 The Party Leader is the person who signs the booking form and agrees to the Booking Terms and Conditions associated with The Swiss Cottage. The Party Leader must be at least 18 years of age at the time of booking. By signing and completing the booking form you confirm that you are legally authorised to make the booking.

1.3 The Party Leader is responsible for ensuring that the other party members are aware of and agree to comply with the booking terms and conditions where applicable.

1.4 The Party Leader will guarantee no other persons other than those declared on the booking form stay in The Swiss Cottage during their booking period.

1.5 The property in reference is The Swiss Cottage, 14 Burgate, Pickering, North Yorkshire, YO18 7AU, United Kingdom.

2 BOOKINGS

2.1 A direct booking of the property must have a signed and completed booking form sent to us, The Owners, by The Party Leader.

2.2 A non refundable deposit of £50 is payable within 5 days of the provisional booking being accepted. The booking is held, but only taken on a provisional basis until the payment has been made and funds cleared in the banking system (where appropriate). The booking is then confirmed by us, The Owners.

2.3 The full balance of the rental charge, along with a breakage deposit, is payable not less than 10 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute in a cancellation of the holiday. Please be sure to note the due dates of these payments as reminders are not issued.

2.4 Booking made less than 10 weeks prior to the arrival date must be paid in full once the provisional booking has been accepted by the Owner.

2.5 A breakage deposit of £200 is required on all bookings. This is refundable once the property has been checked. Appropriate damage costs are incurred with

3 CANCELLATION BY YOU, THE PARTY LEADER

3.1 Cancellation of the booking by you, The Party Leader must be made by completing the Booking Cancellation form found on our website.

3.2 In the event of a cancellation, we will attempt to re-let the property. If successful, a discretionary partial re-payment of the booking may be made to you. In the case of no subsequent booking being made, the holiday fees are non-refundable. The deposit of £50 is always non-refundable.

3.3 As with any booking made, we strongly recommend you take out your own holiday cancellation insurance.

4 CANCELLATION BY US, THE PROPERTY OWNER

4.1 The Property Owner will endeavour to make sure the stated property is available for the dates contracted.

4.2 In the unlikely event that the property becomes unavailable after the booking has been fully confirmed and The Property Owner has to cancel the booking, The Party Leader shall be entitled to a full refund. The Property Owner shall only be liable to return the monies received in reference to the booking cancelled. No compensation or subsequential losses shall be paid external to the booking.

5 MISCELLANEOUS

5.1 Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The Party Leader accepts that no refunds are available for such discrepancies.

5.2 The Party Leader is responsible for all payments due, and for any damage whether caused by The Party Leader or any other Party Member, including children and pets - See Pet terms and Condition 7.

5.3 The Party Leader agrees to ensure that all their guests are aware of, and understand these terms and conditions.

5.4 The Party Leader must not use the property, or allow it's use for any dangerous, offensive, disruptive, illegal, or immoral activities, or act in a way that may be of nuisance or annoyance to any neighbours.

5.5 Hen parties and stag dos are not permitted in the property.

5.6 The Property Owner reserves the right for their management and contractors to enter the property, at any reasonable time, for reasonable cause, in the event of an emergency or remedial repair work being required. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any external redecoration for which access to the inside of the property may be required. External windows and doors may be opened during this time.

5.7 The Property Owner is entitled to remove The Party Leader and it's associated group from the property without any refund if, in The Property Owner's opinion, the behaviour of the Party Leader and/or their party is unacceptable.

5.8 The Property Owner reserves the right to refuse entry to anyone, in the Property Owner's opinion, who is not suitable or capable of taking charge of the property.

6 NUMBER OF GUESTS

6.1 The maximum number of people entitled to stay at this property is 6, and includes babies and children in the headcount. Only those people named on the booking form are entitled to stay during the booking period. If it is found that more people than agreed are using the property, this will be considered a breach of contract by The Party Leader. The whole party will be asked to leave immediately without any refund.

6.2 Sub letting or assignation of the let is prohibited.

6.3 Dogs are not included in the 6 headcount, but must be declared in the booking phase, and confirmation giving by The Owner. See Terms and Conditions Point 7 for more information on Pets.

7 PETS

7.1 Only dogs are permitted in the property, of which all must be registered by prior arrangement and declared on the booking form by The Party Leader. We accept a maximum of 2 dogs.

7.2 Dogs must be a minimum of 24 months old and fully house trained.

7.3 Dogs are permitted on the ground floor and in the garden of the property. No dog is permitted upstairs or on the carpeted areas of the house, the furniture, including the summer house sofa.

7.4 The retractable staircase must be used by the party if they believe their dog will take themselves onto the carpeted area. This has been fitted for your support.

7.5 Dog owners and the Party Leader is responsible for removing any fouling which may have accidentally occurred anywhere within the property or it‘s associated grounds.

7.6 The property garden is not to be used as a pet toilet. Children play freely in the garden, and the risks associated with pet feces and human health increases with younger children.

7.7 The Party Leader is fully responsible for any damage caused by any pet belonging to them or any party member during their stay.

7.8 Non-dislclosure of pets, failure to remove fouling, and/or damages made by pets will result in loss of breakages deposit. Further charges may be incurred by the Party Leader depending on the severity of damage incurred.

7.9 Pets must not be left unaccompanied by a person of the party in the property at anytime. The Owner cannot be held responsible for any accident or injury to a pet during their stay.

8 SUPPORT DOGS

8.1 Guide dogs for the registered blind, registered hearing dogs for the profoundly deaf, and assistance dogs for the registered disabled are permitted in the property without restrictions following prior agreement.

9 ARRIVAL AND DEPARTURE

9.1 Every effort will be made to have the property available **from 15:00** on the day of arrival. The property must be vacated by **10:00** on the day of departure by all guests in the party. Late departure may result in an additional charge being made. Information about keys and how to collect them will be provided one week before arrival date.

10 LIABILITY

10.1 The Owner takes no responsibility for the personal possessions of the Party Leader and / or the party group. Possessions are left entirely at the risk of the individual in the booking party.

10.2 Children must be supervised at all times.

11 CLEANING

11.1 The Party Leader is responsible for the removal of all rubbish from the garden (cigarette ends are classified as rubbish and must always be disposed of appropriately).

11.2 The Party Leader is responsible for ensuring all rubbish throughout the property is placed in a plastic rubbish bag and placed in the outside green wheelie bin.

11.3 The Party Leader is responsible for all recycling items: plastic, glass bottles, paper, cardboard. Details on local recycling stations are available in The Swiss Cottage information folder in the kitchen.

11.4 The dishwasher and all dishes, glasses, pans, cutlery, must be cleaned and put away by the Party Leader.

11.5 The oven and hob must be fully returned to clean state, as they were found.

11.6 We would like to think the Party Leader and associated party would treat the property as they would their own home and so depart from the property leaving it in a relatively tidy condition, the same as when you started your holiday. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

11.7 A charge will be made from the breakages deposit if the terms and conditions are not considered to be fairly adhered to by the Owner.

12 BREAKAGES

12.1 The Party Leader should make every effort to keep the property, fixtures, fittings, and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representing cleaning and housekeeping company) prior to departure.

12.2 The Owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

12.3 Smoke and carbon monoxide detectors, fire blankets, fire-extinguishers and first aid kit should always be left untampered with. If any item requires using, the Owner must be informed before departure by the Party Leader.

13 SMOKING

13.1 Smoking is not permitted by law inside any part of the property, including the Summer House, and the Party Leader and any member of their party agrees to not smoke inside of any of the internal property.

13.2 Smoking is permitted in the garden smoking area, in the courtyard and when completely outside the property.

13.3 Guests must dispose of cigarette ends etc safely and they should never be brought indoors. Placing and smoking items in the bins inside the property is not permitted.

14 OPEN FIRE PLACE

14.1 The open fire located in the open plan living and dining room are available for use by the Party Leader and associated guests where applicable.

14.2 The fire gaurd must always be used, and no items should be dried by the open fire.

14.3 Initial fuel is provided by the Owner as part of your welcome pack. Fuel for the open fire is only wood, and additional bags can be purachsed locally by the Party Members.

14.4 Hot ashes should be left in the fire grate. Cold ashes should be removed by the Party Leader / Party Members where possible and disposed of in a bin liner in the outside bin.

14.5 A lit fire should never be left unattended.

14.6 The Owners accept no liability for and injury incurred by the use of the open fire by The Party Leader and/or it's associated party members. All use of the open fire is at the full risk of the Party Leader.

15 CANDLES AND INCENSE

15.1 Candles, wax melts or incense are not permitted to be lit or burnt inside the property or the property grounds.

16 COMPLAINTS

16.1 Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from to time things do go wrong. In these circumstances, it is the responsibility of the Party Leader to make any such problem known to the Owner immediately when it becomes apparent, thereby giving us the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

16.2 The Owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.