

# Standard Terms & Conditions for stays at Low Costa Mill

#### 1. Contract

- 1.1 By making a booking you have entered into contract between Low Costa Mill (referred to as "The Proprietor" "us" or "we") and the person making the booking and the members of their party (referred to as "you" "your" or "guest/s"). Ensure that you check all information on your Booking Confirmation carefully and notify us of any discrepancy or mistake.
- 1.2 When you submit a booking via our online reservation system, you will receive an automatically generated booking summary by email to the address provided on the booking form. This does not form a contract between us, a contract becomes legally binding once your booking is subsequently confirmed in writing and sent to you by email or post, and deposit or full payment has been made.
- 1.3 You must be at least 18 years old, and accept responsibility for everyone within your booking (including pets) staying in the cottage(s) during the booking period, plus any of your visitors.
- 1.4 By placing a booking with Low Costa Mill you and your guests agree to the following terms and conditions as setout, please advise other adults within your party of these booking terms and conditions.
- 1.5 Low Costa Mill does not accept bookings for large single sex groups, including hen or stag parties

#### 2. Deposit and Balance Payment

- 2.1 A telephone/email booking will be held for a period of 3 days pending receipt of a deposit.
- 2.2 A non-refundable deposit of 30% of the rental fee is payable within 3 days upon making the booking where the booking is made more than 6 weeks before the start of the rental. The booking will not be confirmed until the deposit is received. The balance of payment is due 6 weeks prior to the commencement of the rental, reminders will not be sent, please ensure you make a note of the due date. Non-payment of the balance may be construed as a cancellation of the contract by the Guest. For bookings made less than 6 weeks before the commencement of the rental the total fee is payable at the time of booking.
- 2.3 Any charges raised against Low Costa Mill by our bank for handling dishonoured bank payments or any other payments will be passed on to the Guest who is liable to reimburse within seven (7) days of any request to do so.

#### 3. Cancellation/Refund Policy

- 3.1 Any cancellation made by the Guest for whatever reason shall be in writing or email from the email address on record. Cancellations will be acknowledged. The deposit payment is strictly non-refundable, any monies paid in addition will be refunded if cancellation is made at least 6 weeks prior to the commencement of the rental.
- 3.2 We strongly advise taking out comprehensive travel insurance to cover possible cancellation costs and your stay at Low Costa Mill. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

## 4. Changes of Date / Guest / Variations to Bookings

- 4.1 The Proprietors reserve the right to cancel or alter the booking arrangements if the property which the Guest has booked becomes unavailable or un-useable for some reason prior to the date of arrival. Please be aware that we cannot be held liable for circumstances beyond our control and that our liability to you is limited to the refund of any payment already made to Low Costa Mill.
- 4.2 The booking is not transferable to anyone else without our written agreement.
- 4.3 Low Costa Mill will consider a request from the Guest to change the dates of the booking after confirmation has been issued. Such amendments are at the discretion of Low Costa Mill, based on all of the following conditions being met: if the property is available for the period requested, if the request is received more than 6 weeks prior to the commencement of the rental, if the Guest agrees to pay any additional rental sums due.
- 4.4 There is an administration fee of £25.00 (inc VAT) payable by the guest for any booking amendments. This payment is due at the time of amendment
- 5. **VAT**: VAT is included in the rental fee where applicable at the rate applicable on the date of payment.

- 6. **Period of Hire**: Rental commencement date and number of nights are set out in your booking confirmation. Rentals are strictly from 4pm on the day of arrival to 9.30am on the day of departure, unless agreed by prior arrangement.
- 7. **Guests:** The maximum number of guests is stated on the website, including z-beds or Cots. Z-beds are deemed suitable for children under 12 years. Cots are deemed suitable for infants up to 24 months. Under NO circumstances can extra guests be accommodated. The Proprietors reserve the right to refuse entry TO THE ENTIRE PARTY if this condition is not observed. Please inform us if you wish to have day visitors, day visitors must leave site by 8pm to ensure other guests are not disturbed. Day visitors are not permitted to use the swimming pool, or to take pets into the cottages, and must abide by all other PET regulations.
- 8. **Complaints**: If there are any problems with the cottage(s), their contents or Low Costa Mill's site, or you have any cause for concern during your stay, you must notify us immediately to give us opportunity to rectify the matter. We cannot be held liable for faulty services, equipment or appliances but will try to remedy any faults as soon as we can. In no circumstances can correspondence be entered into regarding matters raised after your holiday has ended, or where we have been denied the opportunity to try to put matters right during your stay.

## 9. Guest Obligations - Care of the Site, Property, Breakages and Damages

- 9.1 Guests undertake to take all reasonable and proper care of the cottage(s) and contents to leave them in a clean and tidy condition as found on arrival, with all bins emptied and all dishes washed and put away in cupboards. We ask that no food is left in the fridge or freezer. Please do not move furniture around inside the cottages. When more than one property is booked, please ensure that all crockery/cutlery/glasses etc are put back in the correct cottage prior to departure. Furniture is NOT to be moved from cottage to cottage.
- 9.2 The Proprietors reserve the right to seek compensation for any damage discovered after guests have departed caused during the booking by you or your guests. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings. Guests are responsible for any breakages or damage and must inform the Proprietors of such. Any accidental damages should be reported as soon as possible in order to minimise damage and associated costs. Lost keys will incur a replacement charge of £25 per key.
- 9.3 Our housekeepers arrive at 9.30am on the day of your departure to prepare for our next guests, and will need access to your cottage(s). We ask that you respect these times. We reserve the right to charge you, if in our opinion, the accommodation needs additional cleaning than would otherwise be reasonably expected.
- 9.4 The Proprietors or their staff reserve the right to enter your cottage(s) at any reasonable time during the holiday occupancy should an emergency or problem arise that need attention by a member of staff. Where possible, a representative of Low Costa Mill shall consult with the guest prior to entering the property.
- 9.5 Night lanterns and Fireworks are not permitted at Low Costa Mill due to the livestock on and around our site.
- 9.6 Observe the site safety signs, do not enter animal pens or areas marked "Keep Out" or "Private". Ensure all gates to the riverside path and ponds are closed behind you.

#### 10. The Swimming Pool & Play Area

The Pool and its environment are NOT SUPERVISED. You use the pool and play area entirely at your own risk. The Proprietors accept no liability for any accidents, injury or loss however caused whilst in or around the property/pool buildings/grounds. Children should be supervised at all times whilst at Low Costa Mill.

- 10.1 The pool is available 9am 9pm Saturday-Thursday, and 5pm 9pm on a Friday.
- 10.2 No lone swimming
- 10.2 No under 18's are allowed in the pool without adult supervision. Babies/toddlers to wear waterproof nappies.
- 10.3 The use of the Swimming Pool is for those persons staying in the cottages and included in the booking form.
- 10.4 Guests should avoid causing an unreasonable level of noise or discomfort or disturbance to other users.
- 10.5 Eating, Drinking and Smoking/Vaping is not permitted in the swimming pool building. Please, no glass or crockery of any kind in the pool building.
- 10.6 The Proprietors reserve the right to close the swimming pool or to withdraw consent for the use of the pool at any time in their absolute discretion.
- 10.7 The swimming pool and play equipment are subject to availability. Inability to access these services is not considered material to the contract.
- 10.8 The swimming pool has a maximum occupancy of 12 guests at any one time.

11. **Smoking/Vaping**: Smoking of any tobacco products including, but not limited to cigarettes, pipes, cigars, snuff and chewing tobacco, or Vaping is strictly prohibited in all cottages and internal public areas. Should guests smoke inside the properties we reserve the right to ask you to leave even if your let is not complete, and could result in a cleaning charge.

### 12. Pets (Dogs only)

Two well behaved, house trained dogs are welcome in some (not all) of our cottages BY PRIOR ARRANGEMENT ONLY (specific cottages only), on the understanding that

- 12.1 They are not left on their own in the cottage at any time.
- 12.2 They are not allowed in the bedrooms, or on any of the cottage furniture, please bring their familiar dog bed / crate.
- 12.3 That they are not taken into the Play Area.
- 12.4 That guests act responsibly and clean up where necessary on walks around the grounds.
- 12.5 Guests are required to ensure that their animals are under good control and not left to run free without supervision, and to respect other guests who may not be so keen on them.
- 12.6 Unfortunately, we cannot accept puppies under 1 year old.
- 12.7 There is a charge of £15.00 per short break/week per dog.
- 12.8 The Proprietors reserve the right to seek compensation for any damage to cottage(s)/ grounds caused by your pets.

## 13. Electric Vehicle Charging

You are permitted to use our Type 2 EV charger (not fast charge) to charge your electric vehicle during your stay, on the understanding that

- 13.1 You request permission first
- 13.2 You move your vehicle to the main customer car park as soon as charging is complete
- 13.3 You agree to pay for the electricity used. Payment to be made at reception at the end of your stay, to cover the amount of electricity your vehicle has used. Please ask us for our current kWh rate so you can calculate the fee due.

## 14. Lost / Left Property

- 14.1 The Proprietors are not to be held responsible for the loss of any valuables or property left on or around the premises at any time. All guests must ensure that they take all reasonable steps to ensure their own safety and that of their possessions whilst at Low Costa Mill.
- 14.2 Guests shall take care not to leave personal possessions at Low Costa Mill on departure. Lost/Left Property will be kept for 14 days and then disposed. While we will make our best efforts to reunite lost property with their owner, we accept no responsibility in replacing lost items. We may offer to post left items at the cost of the guest, otherwise collection can be arranged. Please contact us as soon as possible following your stay if you believe you have left a personal item at Low Costa Mill.
- 15. **Noise**: For the enjoyment of all guests staying at Low Costa Mill, noise should be kept to a minimum between 10.30pm and 8am. The Proprietors reserve the right to ask any guest(s) to leave the cottage(s) premises should they cause upset or disruption to other guests for whatever reason.
- 16. **Wi-Fi**: 16.1 The Internet access provided is intended for general use such as access to the world wide web, email, messaging, social media, video / music / media streaming. It is not intended for extensive downloads / uploads. Failure of the Wi-Fi system is not considered material to the use of facilities.
- 16.2 Guests accept to use this access to the Internet fairly and appropriately. We may monitor network performance and user usage in order to maintain a fair and high level of service to all our guests. Access to illegal activity or use of our network for illegal activity is prohibited and will be reported to local authorities.
- 17. **Data Privacy**: Data Privacy Statement. We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. Our full policy is available on our website, or please let us know if you would like a copy sending to you by email or post.
- 18. **Force Majeure :** Force Majeure, of the nature of which this clause is intended to cover, includes without limitation fire, flood, exceptional weather conditions, epidemics, destruction and damage of the Property by any cause other than negligence of Low Costa Mill, and all similar situations. No compensation, costs, expenses or other sums of any description (including the cost of securing an alternative property/accommodation) will be payable in such circumstances by Low Costa Mill to the Guest.