

Terms and Conditions for Flintstone Cottages

Flintstone Cottages

Standard Booking Terms and Conditions

Definitions

Property refers to the property you rent or any other property let out by the Owner;

Customer, you, your, shall mean or refer to the individual who made the booking;

Flintstone Website means our website at www.flintstonecottages.co.uk

Owner, us, we, shall mean Jo Kelland as a Director for the LLP Partnership Kellstan Properties;
and

Tenants, you, your, shall mean or refer to the Customer party.

Contract and Booking

1. When you submit a booking via our online reservation system, you will receive an automatically generated booking summary by email to the address you provide in the booking form. This does not form a contract between us. A contract shall arise only when your deposit payment has cleared and your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.
2. The Customer must be at least 18 years of age and authorised to make the booking on the basis of these Terms and Conditions by all other members of the party. By making this booking, the Customer confirms that he /she is so authorised and that he / she has agreed to the Terms and Conditions herein.
3. When you receive your confirmation, you should check the details carefully. If anything is incorrect, you must tell us immediately. The Owner cannot be held liable for any mistakes that arise from you providing the wrong booking details.

Payment

4. We require an **initial deposit** of 30 % of the full rent due to secure your booking. This deposit is non-refundable after seven days from the date of booking. The deposit shall be provided at the time of booking. If you are paying by cheque, this should be made payable to Flintstone Cottages.
5. The balance payment should be paid in full at least four weeks before commencement or, if there is less than four weeks to go, it shall be paid in full at the time of booking. Payments can be made by cheque, (provided enough time is allowed for the cheque to clear before your holiday starts) or electronic transfer. We can provide bank account details for an electronic transfer or credit card payment on request. Where payment is made by credit card, an additional 2% is payable to cover bank charges.
6. Please make sure we receive your payment on time, as we may re-book as soon as the due date for payment has passed.
7. A condition of staying with us is that you look after the holiday home as though it were your own. We reserve the right to request a security deposit of £200, which if requested must be paid with your balance payment or prior to your use of the cottage. The cost of any damaged or missing items or exceptional cleaning will be deducted from this deposit and the remainder returned to you. We reserve the right to invoice the person booking the holiday for any replacements and additional costs incurred.
8. We will do everything we reasonably can to honour our commitments to you, but you accept our maximum liability to you on any grounds whatsoever is limited to the amount you have paid us prior to the problem arising, save for personal injury or death caused through our negligence.
9. If any payment due in relation to your booking is not paid by the appropriate date then we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid at that date. The Owner will normally send out a reminder to you before your booking is cancelled.

Check In / Check Out

10. You may check in anytime after 3pm on your day of arrival (or earlier if prior arrangements have been made with us). Check out is anytime before 10am on your last day. Please let us know your estimated time of arrival.

Information Pack

11. Each cottage comes with an Information Pack of useful information about the apartment and the proper operation of the specific facilities and services provided. It is a condition of our contract with you that you respect the facilities provided and comply with the user conditions set out in the information pack.
12. You undertake to leave the property without demand at the termination of the agreed period of hire.

Property Care and Visitor Obligations

13. There is strictly no smoking within the cottage. A surcharge will be made for cleaning fabrics on evidence of smoking in the cottage.
14. The number of guests at any time is restricted to the number of guests as indicated on the booking form (always subject to the maximum number of guests for your cottage stipulated on the Flintstones Website).
15. In the unlikely event that you discover any damaged items on arrival, you agree to inform us immediately (so that you will not be held liable and for us to arrange a repair / replacement as soon as possible).
16. The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repairs, etc. except in cases of emergency where quick access is vital, in which case the Owner is entitled to enter the cottage at any time without giving you prior notice.
17. During your stay, you are responsible for the contents of the property and we will pass on the cost of any damages / breakages to you (beyond reasonable wear and tear).
18. You agree to leave the cottage in a clean and tidy condition. Cleanliness is important to us and to our guests. It takes an average of 3 hours to fully clean a property. In the event that additional time and materials are required following your departure they will be invoiced to you at an additional fee of £20 per hour which will be deducted from your holding deposit.
19. You agree that the properties let by the Owner are to be used for the purposes of a holiday let. The booking agreement confers a right to occupy the accommodation for the agreed period only.
20. You shall not sub-let the cottage or any part thereof.
21. Flintstones is a tranquil place, and we ask your help us in keeping it that way. You agree to prevent any member of your party from causing a nuisance or disturbance in or around the properties. In the event of such a problem arising, we reserve the right to require you to vacate the property on demand without payment of compensation to you.

Security

23. Please ensure that the property is left secure when you go out. In the unlikely event that anything of yours is stolen from the property (locked or unlocked) it will be your own responsibility.
24. Equally, please ensure that your vehicles are securely locked and parked without obstruction.

Rent Includes

25. The rent you pay covers the following:
 - (a) Use of linen and towels provided at no extra charge;
 - (b) Crockery, pots, pans, glasses and cutlery;

(c) A reasonable quantity of appropriate fuel for cooking, heating, etc for your stay. Such provision will depend on the property you choose (some are supplied with electric heating, oil fuel heating and / or wood burning stoves). The cottage information pack located in your cottage will give you further details on the correct use of the properties services.

Owner Liability

26. Under no circumstances will the Owner liability exceed the rental paid for the property (save for personal injury or death caused by the negligence of the Owner).

Force Majeure

27. Your booking is accepted on the understanding that the property will be put at your disposal on the date agreed with us. Should this not be possible due to circumstances beyond our reasonable control, we cannot guarantee to provide an alternative holiday property. In this case the rental you have paid will be returned to you in full and you will have no further claim against us.

Cancellation by the Customer

28. If written notice of cancellation is received after seven working days of confirmation of your booking, we will attempt to re-let the accommodation; although no guarantee of successful re-letting is given. If the Owner is unable to re-let the property you shall remain liable for the full rent due. In the event of re-letting taking place, the deposit only will be retained and any balance will be returned to the hirer. We do however advise you to take out your own holiday insurance cover to provide for this if you have to cancel.

Cancellation by the Owner

29. The Owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owner will contact the Customer (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened, and inform you of the cancellation or change.
30. If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Owner will, if possible and as soon as reasonably practical, offer the Customer an alternative property (from the range advertised by the Owner) of similar type and standard or the same or similar time of year. If you accept this alternative property, you will not be required to pay any more than the price you paid for the original property.
31. If clause 30 applies, and the alternative property is advertised at a lower price you only need to pay the lower price. If you do not wish to accept a significant change or any alternative property offered or the Owner cannot offer you a suitable alternative property, you will be entitled to cancel your booking and receive a full refund. In the unlikely event that you fail to tell the Owner as soon as reasonably possible that you wish to accept any change or alternative property the Owner is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Owner.
32. Please note the above options in clause 30 and clause 31 are not available where any change made is a minor change.

Unfair Contract Terms Act 1977

33. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or otherwise determined by any court to be unenforceable, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated.

Disclaimer

34. The Owner has taken every care to ensure that the accuracy of property descriptions on their website and all information is provided in good faith and is believed to be correct, but they do not form part of the contract between the Owner and the Customer.