

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which you book accommodation at Elmtrees Cottage (“the **Cottage**”) with us. Once an agreement has been reached between us in accordance with these terms, a contractual booking for accommodation services will exist (“**Booking**”). These terms were created on 23 February 2016 and most recently updated on 20 August 2024 to update our contact details..

1.2 Why you should read them. Please read these terms carefully before you submit your enquiry to book the Cottage to us. These terms tell you who we are, how we will provide accommodation at the Cottage to you, how you and we may change or end the Booking, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Elmtrees Cottage, a trading name of Mrs Kim Sampson. Our principal place of business is Elmtrees, 20 Brickhouse Lane, Bromsgrove, Worcestershire B60 4LX. Our Cottage address is Elmtrees Cottage, 3 The Mews, Harlyn Bay, Padstow, Cornwall PL28 8SB. We are not VAT registered.

2.2 How to contact us. You can contact us by telephoning 07784844889 or 01527 876736 or using the contact form on our website: <https://elmtreescottage.co.uk/contact-form/>

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. MAKING AN ENQUIRY

3.1 Making an enquiry. You can make an enquiry by using the reservation enquiry form on our site (www.elmtreescottage.co.uk).

3.2 If we cannot accept your enquiry. If we are unable to accept your enquiry, we will inform you of this in writing and you will not be liable for any charges. This might be because the Cottage is already booked for your desired dates, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price.

3.3 Our offer for you to book the Cottage. Once your enquiry is received, we will either contact you asking further information about your enquiry or, if we have all the information we need, we will send you a completed Customer Booking Form. Your reservation is not confirmed at this stage.

3.4 Your Customer Reference Number. We will assign a Customer Reference Number to your enquiry which will be stated on the Customer Booking Form. It will help us if you can tell us the Customer Reference Number whenever you contact us about your booking.

4. COMPLETING YOUR RESERVATION

4.1 Check the Customer Booking Form is correct. Once you have received the completed Customer Booking Form, you should carefully ensure that the details are all correct. In the event any changes are required, please contact us and we will update the Customer Booking Form.

4.2 Paying the Deposit. If you are happy with the Customer Booking Form, you will need to pay the Deposit (comprised of the Booking Deposit and Security Deposit) and sign the Customer Booking Form.

4.3 How we will accept your Booking. Our acceptance of your Booking for the Cottage will take place once we have received your Deposit and we have received a signed copy of your Customer Booking Form. We will then e-mail you to confirm receipt of your Deposit and completed Customer Booking Form, at which point the Booking will come into existence between you and us.

5. PRICE AND PAYMENT

5.1 Paying the remaining sum on the Booking. Any balance for the Booking will need to be paid before your stay at the Cottage. In the event that your Booking is not fully paid for before any date specified on the Customer Booking Form, your Booking will be forfeited and your Booking Deposit retained by us (we will return your Security Deposit).

5.2 When you must pay and how you must pay. Our methods of payment are set out on the Customer Booking Form, as are the dates by when you must pay in respect of the Booking.

5.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, the Cottage price may be incorrectly priced. We will normally check prices before accepting your Booking so that, where the Cottage's correct price at your Booking date is less than our stated price

at your order date, we will charge the lower amount. If the Cottage's correct price at your Booking date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Booking and refund you any sums you have paid; your Booking will be cancelled.

5.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

6. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to a Booking, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Cottage Booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Booking (see clause 10 - Your rights to end the Booking).

7. PROVIDING THE COTTAGE

7.1 We are not responsible for delays or postponements outside our control. If our supply of the Cottage to you is delayed or postponed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or postponement. If there is a risk of delay or postponement to the Booking you may contact us to end the Booking and receive a refund for any part of the Booking already paid (including the Deposit).

7.2 We may also cancel the Booking if you do not pay. If you do not pay us for the Booking when you are supposed to (see clause 5.2) and you still do not make payment within 72 hours of us reminding you that payment is due, we may cancel the Booking (and you shall forfeit any Booking Deposit you have already paid to us). We will contact you to tell you we are cancelling the Booking. In case of this clause 7.2 being applicable, we will return the Security Deposit to you).

8. YOUR OCCUPANCY DURING THE BOOKING

8.1 Number of occupants. The maximum number of occupants of the Cottage during the Booking shall be six. You shall confirm, prior to the Customer Booking Form being signed, the number of occupants that are to be present during the Booking. Children under the age of 12 shall only be accommodated with our express consent (upon disclosure of such children being specified on the Customer Booking Form).

8.2 You are responsible for all occupants. The Booking for the Cottage is between you and us. As a result, you are liable for the acts and/or omissions of all occupants during the Booking.

8.3 Serious damage. You expressly acknowledge that, in the event of serious damage to the Cottage, we shall be entitled to re-enter the Cottage without notice to you. In the event that, in our reasonable opinion, such damage was caused by you or an occupant on your Booking, no refund of the Booking Price shall be due and the Security Deposit shall be retained by us.

8.4 Pets. Dogs can only be accommodated with our consent (upon disclosure of such being specified on the Customer Booking Form) and must not be permitted to occupy beds, or otherwise cause damage to the Cottage. Dogs must not be left unattended in the cottage. No other pets are permitted in the Cottage without our express written consent.

9. COMPENSATION FOR YOUR DAMAGE TO THE COTTAGE

9.1 Your obligations to us. You shall keep the Cottage and all the fixtures, fittings and chattels contained in Cottage in the same state of repair and condition as at the time of Arrival Date (with a reasonable allowance for fair wear and tear). Any loss or damage identified following the Booking shall be paid for by you and we shall retain your Security Deposit towards this amount. You are expected to report all breakages and damage to us, as soon as they happen. You shall indemnify us (promise to pay us) against loss or damage as a result of any breach of this clause 9.1 that is caused by you, any occupants of the Cottage during the Booking, pets or any third party you permit access to the Cottage during the Booking.

9.2 Our right of audit. For the purpose of ensuring your compliance with these terms, we may enter the Cottage at any time on reasonable notice to you, or without such notice in the event of an emergency during the Booking.

10. YOUR RIGHTS TO END THE BOOKING

10.1 **You can always end your Booking with us.** Your rights when you end the Booking will depend on when you decide to end the Booking and the reasons for doing so:

- (a) **If you want to end the Booking because of something we have done or have told you we are going to do, see clause 10.2;**
- (b) **If you have just changed your mind or if we are not at fault see clause 10.3.**

10.2 **Ending the Booking because of something we have done or are going to do.** If you are ending a Booking for a reason set out at (a) to (b) below the Booking will end immediately and we will refund you in full for any Booking which is not provided. The reasons are:

- (a) we have told you about an error in the price or description of the product Cottage / Booking and you do not wish to proceed; or
- (b) there is a risk that the Booking may not be able to be provided because of events outside our control.

10.3 **Ending the Booking where we are not at fault.** Even if we are not at fault, you can still end the Booking before it starts, but you may have to pay us compensation. If you want to end a Booking before your stay has completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Booking will end immediately however, we will retain any Booking Deposit, regardless of when you cancel the Booking. If you cancel the Booking with fewer than 14 days before the Arrival Date, no refund will be owed to you. Subject to clause 8, in case of this clause 10.3 being applicable, we will return the Security Deposit to you).

11. HOW TO END THE BOOKING WITH US

11.1 **Tell us you want to end the Booking.** To end the Booking with us, please let us know in writing by either e-mailing us at the e-mail address you received the booking confirmation from (listed on the Customer Booking Form) or by post to Elmtrees, 20 Brickhouse Lane, Bromsgrove, Worcestershire B60 4LX. Please provide your Customer Reference Number and, where available, your phone number and email address.

11.2 **How we will refund you.** We will refund you the Booking (if applicable), by the method you used for payment or by bank transfer (if different). However, we may make deductions from the price, as described below.

11.3 **When your refund will be made.** We will make any refunds due to you as soon as possible and within all circumstances, 28 days.

12. OUR RIGHTS TO END THE BOOKING

12.1 **We may end the Booking if you break it.** We may end the Booking for the Cottage at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 72 hours of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Cottage, for example, number of guests and dogs; or
- (c) you breach a term of clause 8 (your occupancy during the booking).

12.2 **You must compensate us if you break these terms.** If we end the Booking in the situations set out in clause 12.1(a) or 12.1(b) we will refund the Booking Price, less the Booking Deposit (if paid). In the event of ending the Booking as a result of 12.1(c), no refund of the Deposit will be provided.

13. IF THERE IS A PROBLEM WITH THE COTTAGE OR YOUR BOOKING

13.1 **How to tell us about problems.** If you have any questions or complaints about the Cottage during your Booking, please contact us by e-mail at enquiries@elmtreescottage.co.uk or by post to Elmtrees, 20 Brickhouse Lane, Bromsgrove, Worcestershire B60 4LX. You may also call us either on 01527 876736 or on 07784844889. Please provide your Customer Reference Number and, where available, your phone number and email address.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking your Booking or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the

Booking was made, both we and you knew it might happen, for example, if you discussed it with us during the enquiry and reservation process.

14.2 **We shall not be liable for your loss, or damage to, your property.** Except where specified elsewhere in these terms, you expressly acknowledge that we shall not have any liability to you for the loss or damage to any person or property (including theft) of you or the occupants of the Cottage during the Booking. You confirm that from the Arrival Date you have sufficient travel insurance in place to cover losses that may occur under this clause 14.2.

14.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

14.4 **We are not liable for business losses.** We only supply the Cottage for domestic, leisure and private use. If you use the Cottage for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the Cottage to you; and
- (b) to process your payment for the Booking.

15.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

16. OTHER IMPORTANT TERMS

16.1 **In the event of conflicting terms.** In the event there is a discrepancy between these terms and the Customer Booking Form, the Customer Booking Form shall take precedence.

16.2 **We may vary these terms from time to time.** We may make minor changes to these terms from time to time. Each time you make a Booking, you should ensure you check the terms that will apply to that Booking as they may have changed from previous bookings with us.

16.3 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Booking. If you are unhappy with the transfer you may contact us to end the Booking within 14 days of us telling you about it and we will refund you any payments you have made in advance for any Booking not provided.

16.4 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if, in our sole and absolute discretion, agree to this in writing.

16.5 **Nobody else has any rights under these terms.** These terms and any Booking is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Booking or make any changes to these terms.

16.6 **If a court finds part of these terms illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.7 **Even if we delay in enforcing these terms, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment for the Booking and we do not chase you but we continue to provide the Cottage, we can still require you to make the payment at a later date.

16.8 **Which laws apply to these terms and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English (or Welsh) courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

16.9 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider, a list of which can be found on Trading Standards' website (www.tradingstandards.uk). In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, if the Booking was made online.