

Thimble Cottage Terms & Conditions of Booking

Please read these conditions carefully as they act as your Agreement of Booking. All reservation requests are considered to be an acceptance of these conditions.

CONTRACT

When you make a booking with our property you enter into a contract for which the following terms & conditions apply.

BOOKINGS

The booking will be accepted, and the contract will apply when we issue an email to you confirming your booking. You may make a booking by contacting us directly by telephone on 07974 150289, sending an email to info@thimblecottage Whitby.co.uk, or contacting us via messenger. Bookings must be made by persons over 18 years old.

In all circumstances, the Contract of Letting is between You (the guest), and (Us) the property owners. This agreement is made on the basis that the property is to be occupied by you for a holiday (as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 or similar legislation in other jurisdictions) and that you acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

PAYMENTS & REFUNDS

Once we have confirmed the booking to you a minimum administration fee of £25.00 is payable for all changes to the booking.

Bookings made within 60 days of your holiday start date must be paid for in full, including any additional charges and security deposit.

Upon payment of the deposit, you will remain liable for the full holiday rental when due if this has not already been paid.

For a booking made more than 60 days before your check-in date, a deposit of 25% of the total rate is payable with the remaining balance being due a minimum of 60 days prior to your check-in date.

We will contact you for the remaining balance approximately 70 days prior to your scheduled check-in date. If payment of the balance is not received on or by 60 days before the check-in date we reserve the right to cancel the reservation & retain the deposit. No refunds will be provided for a cancellation of the reservation after payment has been received.

CANCELLATION

If you should need to cancel the booking for any reason you must notify us in writing via the email address stated in these Booking conditions.

If you should cancel more than 60 days before your arrival, you will be refunded your deposit in full. Should you cancel between 60 days and 30 days before your arrival date, you will be liable for 50% of the full booking value. Cancellations inside 30 days will be liable for 100% of the booking value and we reserves the right to keep the full balance.

Should you wish to cut short your holiday before the end of the rental period no refund shall be given for the period of time during your rental period where you do not occupy the property.

COVID-19 BOOKING POLICY

Any bookings impacted by government enforced restrictions due to the impact of COVID-19 may be eligible for a full value credit note, or a free change of dates depending on the date the reservation was made.

RENTAL PERIOD

The rental period commences, unless otherwise notified, at 4:00pm on the day of arrival and terminates at 10:00am on the day of departure. Any guests found to enter the property prior to the allocated check in time or those who choose to vacate the property after the stated check out time will be subject to additional charges.

USE OF PROPERTY

You agree that the number of people staying in our property will not exceed the maximum number stated on the website.

You agree that our property will be used for personal and domestic purposes only. You shall not use the property for any commercial purpose. We reserves the right to terminate without notice and without refund for a breach of this condition.

You agree that our property will not be used for any activity or in such a way as to cause a nuisance or annoyance to neighbours of the property.

CARE OF PROPERTY

You and all members of your party agree to keep our property and its contents in the same condition and repair as found on your arrival. You acknowledge that you are liable to pay for all Property Damage to, at, or in the Property during your Booking which was directly or indirectly caused by your action or inaction.

If either you or any of your party by act or omission cause damage to our property and or its contents, you agree to pay us upon written demand any reasonable costs incurred in making good any such loss or damage. If you do not report Property Damage to Us which can be demonstrated to have been caused during the Booking, then it will be assumed that the Property Damage was caused by you, and you accept liability for the damage.

You agree to compensate Us for any fees or charges that may become payable, including compensation to occupiers of neighbouring premises caused by your actions or failure to fulfil any of the obligations in this Agreement.

The Property may only be used for purposes permitted under this agreement. Any appliance, fixtures and fittings must be operated in accordance with provided instructions and in a reasonable and careful manner. There is a strict policy against Parties in or at the Property, unless pre-approved in writing by Us.

Please note you will not be charged for the odd broken glass or cup however charges will be made for any damage to the property or its contents or if any additional cleaning costs are incurred. Fake tan, hair dyes & henna products are not permitted to be used in our property and any costs associated with extra cleaning/replacement by any of these will be taken from your authorised security deposit provision.

You must ensure that our property is left in a reasonable, clean, and tidy state on your departure. We may charge you for the cost of any additional cleaning should this be deemed necessary.

SECURITY DEPOSIT

Where the payment of a Security Deposit is required for a Booking, details of the required deposit amount will be clearly stated within the property listing details. Security Deposit details will be made clear before you make any payment.

You will not be liable for accidental Property Damage up to the damage deposit paid limit in relation to that Booking

All Security Deposit payments and related fees will be taken by us, as per the details provided at the point of payment. The deposit will be taken in line with the outstanding payment timelines as indicated in Payments and Refunds section.

If you fail to make the Security Deposit payments in full your booking may be cancelled, and we reserve the right to retain the full booking amount.

The Security Deposit will be released a maximum of 14 days after check-out, unless we have been notified of potential Property Damage, in which case we reserve the right to retain the deposit until an investigation into Property Damage has been completed. Please note that although the funds will typically show in your account after 3-5 days, this is dependent on your

banking provider and can take up to 10 working days. Any administration fees are non-refundable.

If Property Damage has occurred, we have the right to retain funds up to the Security Deposit amount for the Booking as part of compensation for damage. No further notice is required in order to retain funds up to the Security Deposit amount, although we will in all cases retain appropriate evidence in relation to the Property Damage.

Criminal, malicious, or wilful damage, and damage caused by pets, will not be covered by the Security Deposit.

PROPERTY KEYS

Our property will issue you with a key to the property. All keys must be returned to the key safe on the departure date. If you lose a key or lock yourself out of our property due to the misplacing of keys, we will contact you to recover the cost of the emergency call out and/or replacement keys or deduct it from your security deposit.

SMOKING

You or your party are not permitted to smoke in any part of the property. If it is evident that smoking has occurred during your stay, you may be required to vacate the property and forfeit the remainder of your holiday. At the departure date no sign of smoking shall be evident at the property, otherwise a charge may be made to rectify the issue by the effects of members of your party smoking up to and including liability for the cost of cancelling all or part of any subsequent bookings if the property has been rendered uninhabitable.

PETS

Pets may be permitted at our property as long as it has been agreed with us at the point of booking. Please check before booking. Additional charges may apply.

COTS & HIGHCHAIRS

All baby equipment, bedding & linen must be provided by you.

BED LINEN & TOWELS

Clean bed linen will be provided at the start of your stay. No change of bed linen will be provided except where the duration of the rental is for two full weeks or longer in which case a weekly change of bed linen will be provided. One bath sheet and one hand towel are provided for you and each member of your party plus two tea towels. Additional hand towels are provided in each toilet facility. A charge will be deducted from the security deposit in respect of each towel lost or damaged.

RUBBISH & RECYCLING

You are required to put refuse/recycling in the appropriate place to await collection in accordance with the instructions provided by us in the guest pack in our property. You are also required to return the bin to the appropriate location following collection. Please notify us should a collection be missed.

WIFI

Wi-Fi is provided in our property for use by its guests. However, no warranty is given as to the speed of the Wi-Fi service nor its reliability. The Wi-Fi service is provided with the expectation that speeds/data allowance may be limited, and no compensation will be given as a consequence of slow speeds/over consumption of data usage. Wi-Fi may not be available at all times and is provided for pleasure and not business purposes. Bookings cannot be accepted if they are reliant on the provision of uninterrupted and unlimited provision of Wi-Fi.

ACCESS

You or your party must allow us access to the holiday property at all reasonable times and in the case of emergency at all times with or without you or your party being present. This is to enable maintenance work to be carried out, visits to allow our property to comply with all relevant statutory requirements and the requirement of all regulatory bodies to which our property belongs. We shall be allowed access to the property at any reasonable time during any holiday occupancy.

PERSONAL BELONGINGS/LOST PROPERTY

We do not accept any liability in relation to any damage to, or loss of your personal property and belongings except where such damage or loss is caused by the negligence of our property. It is your responsibility to ensure that you have adequate holiday insurance cover. Lost property will be held for a period of 14 days from the departure date. Items will be returned to you if requested and you will be asked to cover the cost of postage and packing. Please note that all items will be posted in line with our standard postal days, and we cannot guarantee any special postal requests. Alternatively, items can be collected from a mutually agreed location with prior organisation. We do not accept responsibility for the safe carriage of any items returned.

HEALTH & SAFETY

For your safety it is important that you read and adhere to the important information provided within our property. This information includes Fire Safety Notices and evacuation procedures as well as other information regarding appliances. We have ensured that the property is reasonably safe for the purpose of our customer's needs, however each customer has a duty of care to take care of his or her own safety. Please ensure that you use the facilities safely & responsibly.

COMPLAINTS PROCEDURE

We always do everything we can to ensure our guests have a fantastic stay, but we know that from time-to-time things do go wrong.

Here's what to do if you need to make a complaint: If there is something wrong with your accommodation or your stay, please contact our us by telephone on 07974 150289 straight away so that we can do our very best to put things right. Claims may be reduced or rejected if we have not been given the opportunity to put matters right or investigate your concerns.

If your stay is over and you're still unhappy, within 5 working days of your departure date please use the number above or if you prefer to write to us do so via email info@thimblecottage Whitby.co.uk. The email must be completed/written by the lead guest that made the booking. Please be sure to include your full name and also include your daytime and evening phone numbers.

We will investigate the complaint fully and the complaints department will look to resolve the complaint within 7 working days of receiving your email. All resolutions will be confirmed in writing via email, and any refunds that are agreed will be paid within 14 days of the decision being made. This does not include clearing days for the bank system.

Under no circumstances will compensation be made for complaints raised after the holiday has ended if you have not informed us of your complaint, nor given us the opportunity to resolve the issue during your stay.

If you are unhappy with the outcome of your complaint, you may request a final written response within 15 working days of your written request. Should you still be unhappy with the outcome, you may raise a case with the Property Redress Scheme [here](#).

LIABILITY & COMPENSATION

You acknowledge that you are liable for all costs associated with damage to, at, or in the Property during your Booking which was directly or indirectly caused by your action or inaction.

You acknowledge that you are liable for the full reservation amount owed and any cancellation or refund is subject to Our cancellation terms.

You agree not to make a Chargeback against Us.

You agree to use the Property only as permitted in this agreement and always in a reasonable and responsible manner.

You take full responsibility for the behaviour of any person you have permitted to enter the Property.

You agree to act as soon as you become aware of any Property Damage or problem to minimise its effects and prevent it becoming worse or causing nuisance to the occupier of any neighbouring premises.

Wherever possible you will take a photographic record of the property at the start and the end of the Booking. If you choose not to do this, you acknowledge that it will be hard for you to prove that you did not cause the damage.

You will take steps to ensure the security of the Property.

You will take care to avoid blocking or causing damage to drains or sanitary appliances.

You will keep the Property appropriately and safely ventilated to ensure that there is no build-up of damp or moisture or of cooking smells, smoke, or grease.

All obligations on you in respect of the Property apply equally in relation to any building of which the Property forms part, and in relation to any access, parking, or right of way associated with the Property.

You acknowledge that the cost of Property Damage will be determined at Our discretion.

We cannot accept responsibility or pay compensation for failure to perform any of our obligations if such failure results from events, circumstances, or causes beyond our reasonable control, such as breakdown of appliances, plumbing or wiring, loss of internet access, neighbouring building works, interruption of utility services or invasion by pests. We shall have no liability for any death or personal injury unless this results from the negligence of our property.

Please read these conditions carefully. All reservation requests are considered to be an acceptance of these conditions.

This Agreement sets out the terms on which we provide services in respect of a Booking.

To the extent this Agreement is signed by an agent or representative, it is deemed to also bind each and every guest, and that all Guests have expressly agreed to the terms in this Agreement.

GENERAL

Any notices required under this agreement will be deemed if sent by email to you, provided that no such notification of non-delivery is received, and the notice will be deemed served eight hours after sending of the email.

The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause.

This agreement is governed by and construed in accordance with the laws of England and Wales. We and You agree to submit to the exclusive jurisdiction of the English courts.

Telephone: 07974 150289

Email: info@thimblecottagehitby.co.uk