

# TERMS AND CONDITIONS

## 1. THE CONTRACT

The Contract for a short-term holiday rental will be between the Eastgate Cottages at M Field Partnership (referred to as "Eastgate Cottages or We") and the person making the booking and all members of the party who are part of the booking (referred to as "the Customer, or Your or You") in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival We must be provided with a list containing the names, ages, Postcodes and contact details of all guests.

## 2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of 40% of the booking cost. The deposit must be paid within 3 days of booking being placed. The balance of the booking will be due for payment Ninety Days prior to the booking commencement date for any bookings.

## 3. CANCELLATIONS

a/ If your booking has to be cancelled because Eastgate Cottages is put under Government Restrictions and has to close and the period of closure covers Your booking **You will be refunded in full.**

b/ In the event that your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking **You will be refunded in full.**

c/ If your booking has to be cancelled because Eastgate Cottages has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers your booking. **You will be refunded in full.**

**d/ Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Eastgate Cottages for any reason.**

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you**

**choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

e/ Cancellations must be notified to Eastgate Cottages by phone and email and once received in writing we will confirm the cancellation request.

f/ Eastgate Cottages will apply the scale shown in the table below to bookings to determine the amount of the charge, which shall be a percentage of the total cost of the booking.

<b>Number of days before start of booking that notification of cancellation is received*</b>	<b>The percentage of total booking value payable by the Customer</b>
More than 90 days	5% of the booking cost
60 to 89 days	40% of the booking cost
45 – 59 days	50% of the booking cost
30 – 44 days	75% of the booking cost
3 – 29 days	90% of the booking cost
0 – 2 days	100% of the booking cost

\*In order to ensure speedy receipt, and thereby processing, of cancellations, Eastgate Cottages recommends that the Customer sends written notification of cancellation by email requesting confirmation of receipt of cancellation. The effective date of cancellation is when written notification is received by Eastgate Cottages. Any amounts due for refunding will be made within 14 Days.

h/ On receipt of the cancellation, the above Charts state the amount that the Customer remains liable for at that point in time. Eastgate Cottages will then use reasonable endeavours to obtain a replacement booking. In the event that Eastgate Cottages is successful in obtaining a replacement booking, Eastgate Cottages will refund to the Customer the total amount paid by the Customer for the booking less the 5% Booking Fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled and relet for £900, means that the original Customer will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850.

i/ It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Eastgate Cottages strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

#### **4. THIRD-PARTY SUPPLIERS (CHEFS, ETC)**

a/ If you want to use the services of a third-party supplier whilst staying at Eastgate Cottages you must ask and receive written permission to do so. This may be for a chef, beauty treatments, (Eastgate Cottages has a pre-authorised list of private chefs and beauty treatments), bouncy castle hire, magicians, opera singers, swimming teachers, baby-sitters etc.

b/ Eastgate Cottages would need to see the third-party supplier's public liability insurance, and any other related/required certification. Eastgate Cottages will then seek approval from Eastgate Cottage's insurers to allow the third-party activity to take place.

c/ If all insurances and certification are satisfactory to Eastgate Cottages and our insurers, permission to invite these suppliers to Eastgate Cottages will not be unreasonably withheld.

d/ Eastgate Cottages does not accept liability for the activities of these third-party suppliers. If you bring a third-party supplier to Eastgate Cottages without consent, we reserve the right to ask them to leave.

#### **5. PERIOD OF HIRE**

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

You have the opportunity to pay for an early check in (1pm) and/or a late check out (12pm) when you make the booking.

#### **6. NUMBER OF PERSONS USING THE PROPERTY**

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Eastgate Cottages including the swimming pool unless explicit permission is given. If you wish to invite additional visitors to visit you in your cottage during your Stay, please ask us. We will try to accommodate this, but we need to comply with the maximum site occupancy limits, our insurance cover and consider our other guests.

#### **7. SUPERVISION**

There must be at least one capable and responsible adult over the age of 18 in every Cottage.

You are responsible for the full active physical supervision of all members of your party under the age of 18 at all times. This is particularly important around the swimming pool, in the games room, and the gym.

There are specific rules for the use of swimming pool and the gym: these are displayed.

Regardless of supervision, for safety reasons scooting or cycling on the driveways is not permitted – although Eastgate Cottages is a peaceful site, we do have large vehicles visiting and working on the site (such as bin lorries, farm vehicles and delivery trucks). Bicycles, scooters and ride-ons must not be stored or used in the cottages in any circumstances.

Parties not supervising their children responsibly may be asked to put appropriate arrangements in place or to leave the relevant facility.

## **8. ELECTRIC VEHICLE CHARGING POLICY**

### **About this policy**

8.1 This policy sets out how Electric Vehicles (EV) should be recharged while at the Property and the responsibilities of EV owners in respect of safe charging.

8.2 Any reference to “Property” in this policy is a reference to the Property including any garden, grounds, outbuildings, garages or communal spaces.

8.3 This policy forms part of our contract with you. A breach of this policy will constitute a breach of the contract between us.

### **Who does this policy apply to?**

8.4 This policy applies to all members of the Booking Party. No one who is not booked into the property can use the EV Chargers at the Property. It shall be the responsibility of the Lead Guest to inform all members of the Booking Party and any visitors of this policy.

### **What is an Electric Vehicle?**

- For the purpose of this policy an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all its power from rechargeable batteries which requires connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.

### **Domestic charges are not permitted at the Property**

8.6 Most EVs are supplied with a domestic charger, commonly known as a ‘granny charger’ or a ‘trickle charger’. These cables recharge the EV using a domestic power source via a 3-pin wall socket.

8.7 Domestic chargers are not suitable for use in the Property and will create a fire hazard. **The use of domestic chargers is strictly forbidden.**

8.8 We retain the right to carry out reasonable inspection, on a without notice basis, to ensure that granny chargers are not in use in the Property.

8.9 You are solely liable for any damage or loss suffered by us as a result of your unauthorised use of domestic chargers.

### **Dedicated charging points**

8.10 The Property has a dedicated charge point (DCP) located outside the Biomass Boiler Room. This provides a Voltshare Charger. Only one car at a time can be charging.

8.11 DCPs are exclusively for the use of the Booking Party, our staff and approved contractors. Visitors to the Property who do not comprise the Booking Party are not permitted to use the facilities without our express permission.

8.12 DCPs are subject to fair usage and reasonable energy consumption charges: The Voltshare Charger is only available through the Voltshare app. You will have received how to download this in the booking pack. There is also a QR Code on the charger itself where you can download the app. Guests pay via the app. The charge is 40p k/wh and payments are made to Voltshare.

### **You must not:**

- (a) use a DCP if you are not authorised to do so;
- (b) use any splitting cables or modify the DCP in any way;
- (c) smoke in the vicinity of any DCP;
- (e) occupy a DCP once charging of the EV is complete. We reserve the right to charge a reasonable fee where you fail to remove your EV from the DCP.
- (f) block access to the Biomass Boiler Room.

8.13 The DCP spaces must not be occupied, or access impeded, by non-EV Vehicles or EV vehicles not using the DCP for charging purposes.

8.14 We do not guarantee the availability of a DCP and unavailability of the DCP shall not constitute a breach of our Guest Terms.

8.15 Use of the DCP is at the owner's own risk and we do not accept any liability for loss or damage sustained by you or your EV as a result of using the DCP unless the damage was caused directly by our negligence.

8.16 You shall be responsible to us for any damage to the DCP or loss suffered by us caused by your use of the DCP.

## **9. CARE OF THE PROPERTY**

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking, vaping and candles are not allowed in any of the properties. If smoking is detected in the building, then a charge for cleaning will be levied. Any damages will have to be

paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

#### **10. DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If damage occurs to the Property as a result of the actions of Guests during the stay, where the extent of that damage is so severe that the Owner must (in their sole opinion) cancel and/or refund subsequent bookings, the Owner may bring a claim against you for any loss arising as a result, including the cost of refunding other guests affected by cancelled Bookings and any additional administrative fees incurred in respect of the same.

#### **11. WIFI**

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

#### **12. RIGHT OF ENTRY**

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

#### **13. DATA PRIVACY STATEMENT & COOKIE POLICY**

See our Privacy Policy [here](#)

See our Cookie Policy [here](#)

#### **14. COMPLAINTS**

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

#### **15. WHAT'S NOT ALLOWED AT EASTGATE COTTAGES**

1/ Electric Vehicle charging is not included in the price.

2/ Under no circumstances are you to bring electrical appliances to Eastgate Cottages, other than laptops and phone chargers, without explicit written permission. This includes air conditioning units. Guest appliances have not been PAT tested and could invalidate our insurance. We will levy a charge if we find they have been operating without consent.

3/ Fireworks, Chinese Lanterns, firepits and portable BBQs are explicitly forbidden at Eastgate Cottages. The whole surrounding area is a tinder box in summer and there are livestock on pretty much all the fields surrounding Eastgate Cottages.

4/ Whilst reasonable numbers of visiting guests are allowed, additional overnight guests are not. The cottage occupancy limits are clear on the website. This could invalidate our insurance.

5/ Guests who invite visitors who have dogs, must check with us first. Any visiting dogs must abide by our Doggy Code of Conduct

6/ Guests who invite visitors to come and join them during the day are not entitled to use the swimming pool unless explicit permission has been granted. A couple of guests is normally acceptable.

7/ If you have booked more than one cottage, please don't move items either internal or external from one cottage to another. If you would like to move something, a BBQ for example, we can arrange safely moving these and then re-installing them.

8/ Drones are not allowed to be flown at Eastgate Cottages. Other guests may be present and we wish to protect their privacy.

## **16. LIABILITY**

Eastgate Cottages, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

## **17. PETS**

We only allow dogs. Dogs have to be booked in and paid for. (£100 per dog, per stay/per cottage entered). We may allow more dogs to stay but this must be agreed in writing before arrival. In order to maintain our Five Star Gold Cottages for everyone to enjoy, it is necessary that guests bringing dog(s) agree to these conditions.

### **Additional Terms and Condition for guests bringing their dog(s).**

On arrival, and at all other times, your dog(s) must be kept on the lead in and around the courtyard, this means keeping them on the lead when you first set out for your walk.

Once they're out in the designated fields or the orchard they can be off the lead as much as you like provided they are under your control. They **must not** chase any livestock or wildlife. You must obey the Countryside Code and keep your dog(s) under close control at all times for their own safety as well as for the benefit of other dog owners and livestock.

There are lots of dog walks on our 52 acres and in the surrounding area. Please be aware there may be animals in our fields, and only take dogs into fields with animal whilst on a lead. Please also make sure you close any gates behind you.

Poop patrol! When taking your dog(s) for a walk, please pick up after them including in our fields, as these are open to all guests. We provide free poop bags and a dedicated poop bins in each cottage so please use them. And remember to take bags with you to the beach and on walks. You must also pick up all poops in the cottage gardens.

When you bring a muddy dog back from a walk, please clean them off using the outside taps and the coloured canine towels provided. On no account use the white towels provided for human use.

Your dog(s) must not be left alone with free run of the property. If you have a puppy please take extra care. They will chew the furniture or soft furnishings here in our 5-star cottages! Maintaining our grading is key to our business and we can't always repair things, it has to be replaced, at your expense. We provide crates for you, with cage mats. We provide a guide of dog friendly pubs and restaurants and places to

visit so that your dog can remain with you. Each garden is fully enclosed so you can relax outside with your dog(s), the gates must be kept shut at all times.

Dogs are not allowed in the bedrooms, but are allowed on the sofas provided that you use the throws provided and keep the dog from contact with the soft furnishings. We can provide stair gates in the cottages which will help control where the dog(s) can wander in the cottages.

We regret that dogs that bark continuously are not allowed at Eastgate Cottages. They will disturb the other guests.

Please thoroughly clean the cottage, including dog hair from rugs, before you leave; if properties require additional cleaning or dogs have been in the bedrooms, or an

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