

Terms & Conditions 2018 - Cottages & Apartments

Short Breaks

Short breaks are available on all properties. Short breaks can start on either a Friday or Saturday for 3 nights or a Monday or Tuesday for 4 nights, subject to availability. During peak holiday weeks short breaks can only be booked 10 days in advance.

Cottage Arrival Times

Weekly holidays:

Arrival time 4.00pm and vacated by 9.00am.

Short break:

Takeover time from 2.30pm and vacated by 9.00am.

Property Prices 2018

A 25% deposit will be required on booking, the remainder to be paid in full 8 weeks prior to the start date of your holiday.

Optional Extras

Payable on Arrival	Per Week	Short Break
Rowing Dinghy* (available Easter to 31st Oct)	£45	£35
Sailing Dinghy* (available Easter to 31st Oct)	£55	£40
Fishing Boat*	£205	£108
Picnic Boat*	POA	POA
Day Boat* (available for 5 days Mon – Fri exc. July & August)	£320	£260
Pets (each)	£35	£35

*Subject to availability

Payment of Balance

Please note that the balance of hire terms and any extra charges and deposits should be paid 56 days in advance of your holiday start date unless otherwise stated on the booking confirmation. Receipts are issued to all customers.

Cancellation Protection is included in the brochure price. Cover is obligatory and is automatically provided against loss of your deposit and liability to pay the balance of hire charges if you have to cancel or curtail your holiday for certain unavoidable reasons.

(Please refer to paragraph 8 on the terms and conditions).

Please Note: Due to changes in financial regulations we are no longer able to offer personal insurance cover (we recommend you arrange private cover).

Qualifying Reasons for Cancellation

Death, illness, bodily injury, pregnancy or childbirth providing pregnancy commences after the insurance is affected. Jury service, witness call. Redundancy of hirer or their partner. Cancellation of arranged leave in respect of a member of HM Forces or police or unexpected occupational posting within six weeks of the commencement date of the holiday or fire, storm, flood, subsidence or malicious damage rendering the home uninhabitable.

Police requiring presence following a burglary or other incident at home or place of business.

Death, serious injury or serious illness of any member of your immediate family, fiancé(e), close business associate, partner or co-director.

Winter Holidays

Our cottages & apartments are available for winter holidays.

Complaints

In the event that you find a problem with your cottage/apartment or the service we provide we ask that you bring this to our attention as soon as possible during your holiday to give us the opportunity to rectify the problem (see clause 13).

Our 2018 brochures are prepared many months in advance of the holiday season to which it relates, so changes may be made to the information contained in it. If any significant changes occur before you have booked, we will endeavour to tell you at the time of booking or pass on the necessary information to you. The prices contained in the brochure are correct at the time of going to print.

1. Your Contract

Your contract is with Herbert Woods LLP (referred to throughout these terms and conditions as "HW")

The contract to hire a cottage or Apartment listed in this brochure and current supplements incorporates conditions below and does not take effect until HW dispatch written confirmation of your booking to you. The contract is made in England and is governed in all aspects by English Law.

2. Booking

All Correspondence will be sent to the address on the booking form. HW may refuse to accept a booking at its discretion and will not accept any booking form signed by a person less than 18 years old.

3. Payments

On booking you will be required to pay a booking deposit in part payment for the cost of your property. It will be refunded if your booking is not confirmed by HW. The balance of the holiday price must be received by HW no later than 56 days before the holiday start date. If booking within 56 days, full payment must be made when booking. If booking within 14 days of the start date, full payment must be made by debit or credit card. It is not normal practice to send reminders and if final payment is not received as required, HW may cancel the booking and apply charges (see paragraph 8). Travel documents will not be released until full payment has been received by HW. Post-dated cheques are unacceptable and HW may recover the cost of any bank charges or other costs incurred in handling dishonoured cheques, direct bank payments and foreign currencies.

4. Price Guarantee

HW guarantees that there will be no surcharges within 56 days of your departure but reserves the right to alter the price of any of its holidays before you make your booking.

5. Hire Terms

All hire terms are inclusive of VAT and quoted in £ sterling per property per week/short break equipped as described unless otherwise stated. As soon as the booking is confirmed by HW, the hire terms are guaranteed unless there is a change in the rate of VAT.

6. Insurance

Insurance against cancellation or curtailment of your holiday is mandatory – this is included in the holiday price. **We also strongly recommend that you have adequate personal insurance cover for your holiday needs.**

7. Alterations by You

If you wish to change your booking after HW has issued your confirmation, HW will do its best to help but has no obligation to make any change other than to allow you or any member of your party to transfer the booking to another party or parties, provided that written notice is received from the person who made the booking. Transfer from one cottage to another within this brochure will normally be possible. If HW is able to make changes, an administration fee of £25 will be charged. Please note that major changes may be treated by HW as a cancellation by you and will be subject to charges referred to in paragraph 8. Any change you wish to make to your holiday once it has been confirmed is your sole responsibility.

8. Cancellation by You

If you are forced to cancel your booking you must notify HW immediately by telephone and send written confirmation (signed by the person who made the booking) by Recorded Delivery to Potter Heigham and enclose your booking confirmation. The cancellation will be effective from the date HW receives written confirmation. If the reason for cancellation is within the terms of the HW cancellation protection, you

will receive a refund of monies paid less the cancellation administration charge of £35. If the reason for cancellation falls outside its terms, HW will make a charge as below.

- (a) Cancellation 56 days or more prior to start date: HW will retain the initial payment only. If you have not paid the full initial payment shown in the brochure at the time of booking, you must pay the shortfall.
- (b) Cancellation less than 56 days before start date (or if HW cancels because you fail to pay the balance of the holiday price as required by paragraph 3) - you will be liable to pay the whole balance less any hire charges HW may be able to recover by re-letting the cottage. It is not possible to make refunds for any other services booked but not used.

9. Alterations by HW

HW reserves the right to make changes when they become unavoidable or necessary. Most changes are minor but occasionally we may have to make a major change. If we have to make a major change or cancel we will inform you as soon as possible and if there is time before your arrival, we will offer you accommodation of at least equivalent standard, in which case no compensation will be paid. If that is not possible you may choose:

- (a) A holiday of comparable standard (if available) together with a full refund of any price difference; or
- (b) A full refund of any monies you have paid less credit card surcharges. HW may at its absolute discretion refuse to hand over a property or terminate a holiday where, in the opinion of HW a person or group is likely to cause damage, distress or annoyance to other persons or property. In such an event, HW will be under no obligation to refund, compensate, or indemnify you.

10. Cancellation by HW

HW will not cancel your holiday within 56 days of your departure unless it has to for reasons in paragraph 11 or unless payment is not received as per paragraph 3. HW may cancel your holiday at its absolute discretion on or before the date when payment of the full holiday price becomes due. If HW cancels, they will inform you as soon as reasonably possible and you will be offered either:

- (a) A holiday of comparable standard (if available) together with a full refund of any price difference; or
- (b) A full refund of any monies you have paid. HW may at its absolute discretion refuse to hand over a cottage or terminate a holiday where, in the opinion of HW a person or groups likely to cause damage, distress or annoyance to the cottage, other persons or property. In such an event, HW will be under no obligation to refund, compensate, or indemnify you.

11. Important Note

No compensation will be paid by HW where cancellation or material change arises from:

- (a) Unusual or unforeseeable circumstances beyond HW's control such as war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions including flooding of waterways.
- (b) Your failure to pay the balance of the holiday price within the time stipulated.
- (c) As a result of your behaviour as set out in paragraph 10 above.

12. Start and Finish of Your Holiday

- (a) Unless otherwise stated, the arrival time is 4.00pm on a one week hire and 2.30pm on a short break hire.
- (b) Non-arrival by mid-day on the day following start date without prior notification shall entitle HW to treat the booking as cancelled as per paragraph 8.
- (c) Unless otherwise stated you must vacate the property leaving it in a clean and tidy condition by 9am on the final day of hire. The property will be inspected and a charge will be made if it is not clean and tidy.

13. Accidents

You (the Hirer) are responsible for your own safety and the safety of each member of your party and you must take all reasonable care. In the case of any accident or damage to the property you must, for insurance reasons:

- (a) Immediately report these facts to Reception with full details and extent of the damage; and
- (b) On vacating the property at the end of your holiday you must inform HW of any damage or items broken.

14. Injury or Damage to You or Your Property

HW is not liable for death, personal injury, or loss or damage to you or your property, or any property belonging to or in the possession of the hirer or any member of the hirer's party (including any motor cars or their contents parked at the boat yard) unless it is caused by HW's negligence or wilful default.

15. Party Members with Limited Mobility

If you have any members of your party with limited mobility, you must enquire as to the suitability of the property at the time of booking. Whilst no guarantee can be given, HW will offer assistance and advice so far as is practical.

16. Pets

One pet is normally allowed per cottage, at an extra charge, unless otherwise stated in the individual property details.

17. Data Protection

In order to process your booking and ensure that your holiday runs smoothly we will need to collect and process personally identifiable information for you and all your passengers.

In some instances, to ensure your safety, we may also be required to collect information regarding any physical or mental disabilities.

We take every care to ensure that the necessary security measures are in place to protect your information. Herbert Woods will not share your information with any third parties other than where required to do so by our insurers, government agencies or by law. By making a booking you are consenting to the above.

Your Data controller is Herbert Woods LLP. If you would like to request a copy of the information held on you or would like to invoke your right to be forgotten, please email us on privacy@herbertwoods.co.uk.

18. Modifications and Descriptions

Every effort has been made to ensure that individual property descriptions contained in the brochure are correct. However, the right is reserved to make modifications to decor and furnishings that are considered necessary. Layout plans in the brochure are for general guidance and are not to scale. Our cottages & apartments are re-furnished regularly therefore the interior colour scheme of your property may not be identical with the one shown in the brochure.

19. Disputes

Any dispute, difference or question which may at any time arise out of the contract or the subject matter thereof shall be referred to a single arbitrator to be agreed upon between the parties (or failing agreement to be nominated by the Chartered Institute of Arbitrators on the application of either party) in accordance with the provisions of the Arbitration Act, 1950, or any statutory modifications or re-enactment thereof for the time being in force. These conditions supersede all previous issues.