

Ladybower Apartments Terms & Conditions

1. The Contract

A short-term holiday rental will be between the Ladybower Apartments Owners (*referred to as "us" or "we"*) and the person making the booking and all members of the holiday party (*referred to as "you" or "your"*) 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 the booking form must list names, addresses and ages of your party.

2. Payment

Bookings are **confirmed** on receipt of the **deposit of 40%** of the holiday cost. The deposit must be paid within 5 days of the booking being placed. The balance of the rental will be due for payment **2 calendar months** prior to the holiday commencement date, and we reserve the right to cancel a holiday where payment has not been received 2 calendar months before the commencement date.

If the booking is made within 2 calendar months of the holiday start date the full rental will be required. If the booking is made within 14 days of the arrival date, full payment must be received within 24 hours of placing the booking. No entry to properties will be allowed without payment, in full, being cleared beforehand. Once you have a confirmed booking, (*for clarity this means when you have paid the deposit*), you are responsible for the full rental cost even if you subsequently cancel.

3. Cancellation

Cancellations must be immediately notified to us by phone and confirmed in writing by recorded delivery. If we are able to re-let your booking we will refund you the final letting price (*which may be less than you paid*) less an **administration fee of £30**. If we are unable to re-let there will be no refund under any circumstances and you will still be responsible for the full rental cost.

4. Cancellation Insurance

Cancellation Insurance is not compulsory but we strongly recommend such insurance to protect against the cancellation penalty.

5. Circumstances Beyond the Control of the Owner (*Force Majeure*)

If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property (*"force majeure"*) you will be refunded the full amount of the booking.

If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation, expenses or costs will be payable.

The Owners do not accept responsibility for breakdown in public or local supplies, including water or electricity, nor any claims against inconvenience caused by such incidences, or by building works that may be deemed as necessary. In the case of any breakdown Guests are asked to notify the Owners immediately. We will endeavour, in conjunction with the service company concerned, to correct the fault as soon as possible.

In the event of a national or local disease epidemic, whether human or animal, the Owners reserve the right to cancel any booking at any time. In such cases a full refund will be given.

The Owners retain the right to refuse to hand over the apartment to a Guest, or repossess holiday accommodation if it is reasonably believed that any damage is likely to be caused, or can repossess the apartment if damage has already been caused. No refunds will be given in these circumstances.

6. 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 will 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.

7. Number of Persons Using the Property

Under no circumstances may more than the maximum number of persons stated on the Ladybower Apartments website 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 Ladybower Apartments.

8. Liability

Ladybower Apartments, 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.

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 the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to other neighbouring properties. **Smoking is not allowed** in any of the properties. Candles, chip pans or deep fat fryers are not permitted at Ladybower Apartments.

10. Damages & Breakages

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If you lose a key we will replace it upon you paying for the cutting of a new one. We issue one electric car park gate fob per apartment. If you lose the electric gate fob you are still able to gain entry to the property by manually keying in a code but we will need to replace the fob for future guests and we will charge you for the replacement.

11. Wi-Fi

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

12. Parking

We provide two allocated parking spaces for each apartment. The guest agrees to park only in the spaces allocated to the apartment which they are occupying. Other spaces belong to other apartments. There are a limited number of visitor parking spaces. If the guest is unable to park in the space allocated to the apartment they are occupying they should park in a visitor's space and notify us immediately.

13. 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.

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. Data Privacy Statement

We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. We will retain the names, postal and email addresses of all guests booking or enquiring with us in order that guests may be sent literature and promotional emails from time to time.

As members of Premier Cottages (*a marketing collective of the best four and five star cottages in the UK*) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us during the previous year, in order that these guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. We also provide them with the email addresses of guest enquiries.

By accepting these terms and conditions you are indicating your consent to receiving these communications unless you let us know otherwise, which you can do at the point of booking by ticking the Marketing Notes box at the bottom of the booking form.

If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on enquiries@ladybowerapartments.co.uk and we will arrange for you to be removed from our database.

16. Additional Services

We do not allow private chefs to use the facilities at Ladybower Apartments.

17. Pets

We only allow dogs, and only when have they been booked in and paid for (*£25 per dog, per stay/per apartment entered*). Two dogs are allowed in the Bridge Suite and Bridgewater. **Dogs are not permitted in Bridge Park.** In order to maintain our Five Star Gold Award 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)

- Please keep your dog(s) on the lead when you arrive and at all times in the communal areas inside and outside the apartments. There are areas close to the apartments where you can let them off to stretch their legs. Other guests

may have dogs too, so control is important at all times.

- There will be other guests and other dogs on site so you must keep your dog(s) on a lead at all times in the communal areas both inside and outside the apartment and around the other properties. This means keeping them on the lead when you first set out for your walk.
- 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 will have to levy an extra cleaning charge if they have been on the beds or on the uncovered sofas and damaged sheets will have to be paid for.
- If you are part of a group booking, and your party has taken two or more apartments the dog(s) must remain in the apartment that the dog(s) were booked into. If they are going to enter the other apartments the dog fee per apartments must be paid in addition as each cottage will need additional cleaning. Under no circumstances are dogs permitted into Bridge Park.
- You must let us know in advance if you're intending on bringing your dog(s). All dogs must be booked in by prior agreement. Any dogs that have not been booked in may not be allowed to stay and you will need to book them into a local kennel. All dog(s) will be charged at £25 per dog per stay, per cottage. Bridge Suite and Bridgewater can accept a maximum of two dogs and Bridge Park does not accept dogs at all in order to cater for guests with allergies.
- Your dog(s) must not be left alone with free run of the property. We have a dog friendly pub opposite Ladybower Apartments and we can recommend places to visit so that your dog can be with you as much as possible.
- We regret that dogs that bark continuously are not allowed at Ladybower Apartments. They will disturb the other guests.
- When you bring a muddy dog back from a walk, please clean them off outside the entrance to Ladybower Apartments. Do not trail a muddy dog through the communal areas of the property as this will affect the enjoyment of other guests. We can provide coloured canine towels if requested. Please on no account use the towels provided for human use.
- Poop patrol! When you take your dogs for a walk, please pick up after your dog(s) especially in the outdoor communal areas, as these are open to all guests. Do not allow your dog(s) onto the garden area adjacent to the patio. Please dispose of poops in the outside bin, whatever the weather.
- The patios are not enclosed so you can not allow your dog to roam free outside as it will stray onto adjoining patios which belong to other guests.
- If you have a puppy please take extra care. They **will** chew the furniture or soft furnishings here in our 5 star apartments! Maintaining our grading is key to our business and we can't always repair things, it has to be replaced, we will have to charge you.
- The Countryside Code must be followed so please keep your dog(s) under close control at all times for their own safety as well as the comfort of others.
- Please give the apartment a basic clean, and remove as much of the dog hair as possible; if properties require serious additional cleaning we will have to charge a £50 fee to cover the cost.
- There are lots of dog walks from the doorstep. These include moors, woods and streams and around the reservoirs. Livestock may be present in some of these locations however the vast majority are livestock free.