

## Coble Cottage - Terms and Conditions

In these terms and conditions the following terms have the following meanings:

**'Accommodation'** means Coble Cottage, shown in the confirmation invoice or as may otherwise be agreed in writing between Coble Cottage and the Visitor;

**'Agreement'** means the agreement between the owners of Coble Cottage and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

**'Coble Cottage'** means Coble Cottage, 3 St Cuthbert's Square, Lindisfarne, Berwick Upon Tweed, TD 15 2SW, owned and managed the Coble Cottage Trust, 32 Portland Terrace, Jesmond, Newcastle upon Tyne, NE2 1QP.

**'Visitor'** means the person named in the confirmation invoice.

### 1. Agreement

1.1 These Terms and Conditions are available online. The making of a booking will form an agreement on these Terms and Conditions between the Visitor and Coble Cottage for the holiday rental of the Accommodation.

1.2 Coble Cottage permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these terms and conditions.

### 2. Price Changes

2.1 Holiday prices are reviewed each year in autumn, for the coming calendar year. Once prices are reviewed, the price for each Visitor's booking is confirmed on their confirmation invoice.

2.2 If the Visitor has booked in advance of the price review, and the price for their holiday has changed as a result of the review, Coble Cottage will notify the Visitor in writing as soon as possible. Coble Cottage will then ask the Visitor to confirm the booking at the agreed new price, or confirm that they no longer wish to continue with the booking. Should the Visitor choose not to continue, they shall be entitled to a full refund.

2.3 If Coble Cottage has not heard back from the Visitor within 4 weeks it shall notify them again and if it has still not received confirmation within a further 4 weeks it shall have the right to terminate the booking. In such circumstances, Coble Cottage will only be liable for the return of the deposit.

It is important in order for Coble Cottage to correspond with the Visitor, that the Visitor keeps Coble Cottage notified of any changes in their contact details by writing to Coble Cottage Trust, 32 Portland Terrace, Jesmond, NE2 1QP, by calling 07970 277625 or e-mailing: [stay@CobleCottageHolyIsland.co.uk](mailto:stay@CobleCottageHolyIsland.co.uk)

### **3. Booking and Payment Terms**

3.1 For bookings made 8 weeks or more in advance, the booking for a holiday will be effective when a deposit of at least one third of the holiday price (rounding up to the nearest pound sterling) has been received by Coble Cottage. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days or less if within 3 months of the holiday start date. The full balance of the total holiday cost (including any increase made in accordance with these Terms and Conditions) will be payable not later than 8 weeks before the holiday begins.

3.2 For bookings made for a holiday less than 8 weeks away, full payment must be made at the time of booking.

3.3 All payments can only be accepted in Pounds Sterling and, a credit card charge applies for payments made using Visa, MasterCard of 2% on the total booking value. A charge of 1% applies for payments made by Debit card.

### **4. Cancellation**

4.1 If a visitor wishes to cancel a booking they must give Coble Cottage notice in writing as soon as possible.

4.2 If a booking is cancelled prior to 8 weeks before the holiday date, any deposit paid will be refunded if another booking can be secured for the holiday period. Any refund will be made once another booking has been secured. The deposit will be refunded in full if we are able to secure another booking on the same terms. A partial refund of the deposit may be made if we are able to secure another booking on less advantageous terms than the original booking. If another booking is not secured the deposit will not be refundable.

4.3 If a booking is cancelled within 8 weeks of the holiday date, 100% of the full cost of the holiday will be payable by way of a cancellation charge.

4.4 If, following a booking, the full balance is not paid on time, Coble Cottage shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by Coble Cottage then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

### **5. Coble Cottage Right to Refuse/Alter**

5.1 Coble Cottage may, at its discretion, refuse any booking.

5.2 Coble Cottage may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) due to circumstances beyond the reasonable control of the Coble Cottage; or (b) to perform or complete essential remedial or refurbishment works.

5.3 If a booking is altered or cancelled by Coble Cottage due to circumstances beyond its reasonable control, Coble Cottage will return to the Visitor the relevant

proportion of the money paid by the Visitor to Coble Cottage in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

## **6. Maximum Numbers of Visitors**

Occupation must be limited to the maximum number of persons for the Accommodation stated on the Coble Cottage website, in the available beds only – no tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available in the cottage. To exceed the maximum number of persons in the cottage overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

## **7. Services**

7.1 The holiday price will include all charges for water, gas, electricity or oil. Visitors must comply with the instructions found in the welcome pack in the cottage regarding the central heating, lighting and hot water controls. Any damage caused by using inappropriate fuel will be charged to the Visitor.

7.2 A landline phone is provided for the use of visitors. Local and National rate calls are included in the holiday price, subject to a fair usage restriction. The cost of international calls and calls to all premium rate numbers will be deducted from the Visitor's deposit (see section 12).

## **8. Liability and Loss of Visitor Property**

8.1 Lost property will normally be disposed of if it is not collected within 6 months and Coble Cottage may charge a reasonable administration fee to cover the costs of storage and handling of lost property.

8.2 Coble Cottage will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

- a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, Coble Cottage.

## **9. Pets**

9.1 Regrettably pets, with the exception of Assistance Dogs, cannot be accommodated at Coble Cottage.

9.2 Assistance dogs are permitted, however the Visitor must notify Coble Cottage of the intended presence of any assistance dogs prior to booking.

## **10. Coble Cottage Right of Entry**

10.1 As with any accommodation, there is a need for ongoing and occasionally unforeseen work in the Accommodation. Coble Cottage and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

10.2 Coble Cottage will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 – 15.30. If this is not possible, Coble Cottage will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

## **11. Visitor Obligations**

11.1 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

11.2 The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

11.3 The Visitor must allow Coble Cottage and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

11.4 The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Coble Cottage or to any neighbours.

11.5 The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.

11.6 Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.

11.7 The use of candles or fireworks by the Visitor or his or her party at the Accommodation is not permitted unless expressly agreed in writing with the Coble Cottage Trust. The use of Barbeques is permitted in the courtyard.

## **12. Damages and Security Charge**

12.1 Coble Cottage recommends that Visitors hold personal insurance for accidental damage and personal liability.

12.2 If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to Coble Cottage immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

12.3 All bookings will be subject to a refundable damage deposit of £500, payable at the time of booking. The cost of any damage or breakages up to the value of £500 will be deducted from the deposit and the remainder refunded to you. If no damage or breakages happen during your stay the deposit will be refunded to you in full within 4 weeks of the end of your stay.

You will be responsible for the cost of any breakages and/or damage caused in excess of £500.

## **13. Occupation**

13.1 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

13.2 The maximum occupancy of the Accommodation shall not be exceeded. However, Coble Cottage will always give reasonable consideration to specific requests for use of the Accommodation which may relate to occupancy (for example, a function or celebration). If the Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of Coble Cottage. If permission is granted, an additional charge will be made.

## **14. Water Supply**

Coble Cottage cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of Coble Cottage's reasonable control.

## **15. Weather**

If the Accommodation becomes inaccessible due to bad weather, Coble Cottage will take reasonable steps to inform the Visitor. However, the Coble Cottage's liability does not extend to weather related conditions that affect public roads.

## **16. Comments/Complaints**

16.1 Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the Coble Cottage. Reasonable steps will then be taken to assist the Visitor.

16.2 Coble Cottage is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify Coble Cottage or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

16.3 Visitors must provide a contact telephone number and suitable time for Coble Cottage to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of Coble Cottage to resolve problems or complaints. If despite contacting Coble Cottage, the problem or complaint remains unresolved, the Visitor must contact the contact Coble Cottage again. The Visitor must not independently move to other accommodation without first allowing the Coble Cottage the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation or repayment.

16.4 Visitors must formally confirm any unresolved complaint in writing to Coble Cottage within 28 days of return from holiday, addressed to: Coble Cottage Trust, 32 Portland Terrace, Newcastle upon Tyne, NE2 1QP.

## **17. Arrival and Departure Times**

17.1 The Visitor and his or her party must arrive after the arrival time of 4:30pm on the first day of the holiday period. Subject to the tide crossing times, arrival should ideally be before 7pm. The Visitor must depart before the departure time of 10:00am on the last day of the holiday period. Occasionally, due to tide crossing times, it may be necessary for cleaners to access the property, including bedrooms, to start work from 9am on the departure day. When this happens, guests will be informed of this at least 48 hours before their departure day. Any stay that extends over this period will be subject to a charge being made for additional days.

17.2 The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

## **18. Right to Evict**

Coble Cottage may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

18.1 this is deemed necessary by Coble Cottage where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or

18.2 any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

## **19. Governing Law**

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts