

## **TERMS & CONDITIONS**

**The Contract:** Is for a short-term furnished holiday rental between The Roost Retreat (referred to as "us" or "we") and the guest making the reservation (referred to as "you" or "your") in the following booking conditions, the law of England and Wales will govern the Contract. The contract of hire is not effective until we have received the full cost of the stay on booking. The contract will be subject to these booking conditions and must be compiled with. The guest who makes the reservations must be at least 18 years of age at the time of booking.

Payment is by card via Stripe Payment system, cash or by BACS transfer (only by arrangement). We are not VAT registered; therefore this is not payable on the rental charge of The Roost Retreat.

**Arrival:** We endeavour to meet guests in person between 3 pm and 8 pm. We ask for an estimated arrival time so we can open the gates for you. If we are off-site or unavailable to greet you personally, then please let us know. We will leave the key for The Roost Retreat in the lockbox and provide key combination details via automated email. Self-check-in is compulsory after 8 pm.

**Departure:** On the day of your departure, you are requested to vacate The Roost Retreat **no later than 10 am.** Later check-outs are available on request by prior arrangement but please be aware, we cannot guarantee later check-outs. Unauthorised late check-outs will be charged at £50.

Cancellation by the Guest: Free cancellation up to 7 days prior to arrival date, full payment of your stay will be taken 7 days before. If you are forced to cancel your reservation within 7 days, then please telephone us immediately and your cancellation must then be confirmed by email. The cost of your stay is non-refundable within this time period. If we are able to resell any cancelled days, the booking guest will be refunded any resold rooms to the payment type made with the original reservation. Alternatively, we can offer the option of a QBook voucher for a future stay at the price on reservation. The voucher will consider any price increases that may come into effect.

**Cancellation Insurance:** Your holiday is a legally binding contract and like all other contracts you should protect yourself if things go wrong. Therefore, we strongly recommend that you consider personal holiday insurance to cover all eventualities. This safeguards both yourselves and us in the event you are unable to take up your reservation.

Cancellation by Owners: The Owner(s) reserve the right to refuse any reservation and to cancel any booking already made if the property is unavailable for any reason outside of our control (for example, fire, flood, damage etc). A full refund will be given of all monies made by you to us for your holiday. Our liability for cancellation will be limited to payments made by you to us.

**Liability:** The Owner(s) accept no liability whatsoever for any personal injury, material loss, damage, additional expenses or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, electrical services or exceptional weather or damage caused by a Force Majeure event (see below). No responsibility is accepted for loss or damage of property (including pets), vehicles or vehicle contents belonging to the Guest or any member of the party during their occupancy.

Occupancy: The maximum number of persons occupying the property must not exceed two persons. You may invite additional non-resident guests to visit you during your stay, provided prior permission is ought from us. If we find that additional non-resident guests have been invited without our permission, we reserve the right to terminate your stay and no monies refunded.

You must not use the property except for the purpose of a holiday or long-term by agreement with the Owner(s).

**Children:** The Roost Retreat is adult-only accommodation and regret toddlers and children are not permitted at The Roost Retreat. We do accept one baby who is in a travel cot.

**Dogs:** Dogs are welcome by prior arrangement. Up to two small dogs OR one medium size dog is accepted (no larger than Cockerpoo size). Dog fee is £30 per stay (one or two dogs). We regret large dogs are not accepted at The Roost Retreat due to limited space.

They are not allowed on the bed or furniture and must never be left unattended in the property. Dogs can be exercised safely in our large front garden which is secure. You are responsible for your dog(s) and any excrement to be picked up and placed in our specified dog waste bin. Any damage caused by your dog(s) will be charged at like-for-like replacement cost.

We request that the information regarding dogs is read thoroughly. We do not wish (and sure you do not wish either!) to be placed into a situation where we will have to refuse your reservation if guests bring more than two dogs or large breeds. This is a breach of our terms and conditions which you agreed to on reservation and therefore no refund will be payable.

WiFi: The Guest agrees lawful useage.

**Cleaning**: We would like to think the holidaymaker and their guest would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The Owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday

**Safety:** Your safety is priority to us and therefore the use of candles, wax melts and similar items using a naked flame inside The Roost Retreat is strictly prohibited. Fireworks and Chinese Lanterns are also prohibited. These are all fire hazards and will invalidate our insurance policy.

**EV Charging:** Charging electric vehicles via a cable direct from The Roost Retreat is **strictly prohibited** and is a breach of our terms and conditions. Damage to the property inside or outside, loss of future bookings suffered by us due to the use of domestic chargers will be charged to you at full commercial rates. EV charging points are at Coneygarth Services and Leeming Services.

**Damage & Breakages:** Please treat The Roost Retreat and its facilities with care and respect. If you notice something is missing or damaged in The Roost, please let us know immediately so that we can take appropriate action. If there has been any damage or breakages during your stay, we would be grateful if you could report them promptly, and before departure. Damage to the property or any fixture and fittings will be charged at replacement and labour rate. If damage occurs and we must cancel and/or refund subsequent bookings, then we may bring a claim against you for any loss arising as a result.

**Lost Property:** We will endeavour to reunite, if discovered and found, any lost property with their Owner(s). If the guest asks for any items to be returned, then postage and our time will be charged to the guest. We accept no responsibility in replacing lost items and ask guests to ensure they have all their belongings with them before departure.

**Smoking and other substances:** Smoking of any tobacco products including cigarettes, cigars, pipes, snuff or e-cigarettes is forbidden inside any parts of the accommodation and will result in immediate termination of occupancy. Any extra cleaning will be at the guests' expense. Smoking is allowed outside where there is an ashtray provided.

**Force Majeure:** In these Terms and Conditions "Force Majeure" means any circumstances out of our reasonable control including, without limitation, an Act of God, fire, flood, war or Acts of Terrorism. If by reason of Force Majeure, the property is not available at the commencement of the time reserved by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full all monies paid by you. We will not be liable for any other claim for loss or damaged by you.

**Data Protection (GDPR):** Personal data is only used for the legitimate interests of The Roost Retreat and does not unduly prejudice the rights and freedoms of the individual in question.

Personal data will be processed fairly and lawfully in accordance with the Data Protection Act 3. Personal data taken at the time of reserving The Roost Retreat is not kept longer than necessary and never knowingly passed onto any Third Party.

**Disclaimer:** Any vehicle of yours or your visitors making us of the property during the period of your stay, is left at The Roost Retreat entirely at the risk of the Owner of the vehicle.

THESE CONDITIONS SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY YOU AT THE TIME OF YOUR RESERVATION.