

BOOKING CONDITIONS & GENERAL INFORMATION

General

Mulberry Cottages Ltd, Mulberry House, 17 New Dover Road, Canterbury, Kent, CT1 3AS. When you book a property through Mulberry Cottages you enter into a contract with the owner of that property, we act only as a booking agent for the owner. These conditions set out the basis of your contract with the owner. Large Holiday cottages, Pet Friendly Holiday Cottages, Cottages in Kent and Cottages in Sussex are wholly owned subsidiaries of **Mulberry Cottages Ltd**.

Bookings

Bookings and offers of bookings are all subject to availability. When you submit a booking via our online reservation system you will receive an automatically generated booking summary by e-mail to the e-mail address you provide in the booking form. This does not form a contract. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent by post or e-mail. We, the owner and the holidaymaker, have the right to refuse or cancel any booking, for whatever reason, within a 24 hour cooling off period of the booking being received. The party leader must be at least 21 years of age at the time of booking. No students accepted unless by prior arrangement. Please check all booking details carefully and inform us of any incorrect information immediately.

The holidaymaker books the holiday as the consumer and therefore agrees that no liability can be accepted by the owner or Mulberry Cottages for any expenses, costs, losses, claims or other sums of any description which relate to any business suffered or loss incurred.

Non-availability of Property

If for any reason beyond the owner's control the property is not available on the date booked, or the property is unsuitable for

holiday letting, all rent and charges paid in advance by the holidaymaker will be refunded in full, but the holidaymaker shall have no further claim against the owner or Mulberry Cottages.

Pets

Pets are only permitted with our prior consent and confirmed in writing to you. Where permitted they are to be kept under control and exercised off the premises. Pets are not permitted in bedrooms or on furniture and neither we, nor the owners, can accept responsibility for their safety. Please do not leave pets in the property unsupervised, as this can result in considerable damage to the property and distress to the pet. A weekly charge of £25 will be made for each pet. Customers with allergies should be aware that 'regret no pets' in a description does not always guarantee there have never been pets in the property in the past. Registered guide dogs are allowed in all properties but you should inform us at the time of booking if you wish a guide dog to accompany you.

Payment

If a booking is made more than eight weeks before the holiday is due to start, a deposit of 30% of the rent must be paid. Once a booking is received and accepted by us, the holidaymakers are liable to pay the full rent and any additional charges, eight weeks before the start of each holiday. No reminders will be sent out beyond the booking confirmation which advises you of the balance due date. If we do not receive payment by this date then we will treat it as a cancellation and charges will apply as per the table provided. For all credit/debit card payments, the balance will be automatically deducted from the card eight weeks prior to the holiday start date.

If you book less than eight weeks

before the start of a holiday, full payment plus all additional costs must be received at the time of booking. If a payment is made by American Express credit card or PayPal, Mulberry Cottages will make a charge of 1.9% for each payment made in order to recover the credit card company's charges. If any payment made to us is not honoured, a £20 administration charge will be levied. In the event of a booking not being accepted by us, all fees paid will be refunded. There is a £35 booking fee (which includes VAT) will be charged for each booking made, £1 of which will be donated from Mulberry Cottages to both Demelza House and Naomi House which are Children's charities who we are supporting this year. Post-dated cheques cannot be accepted. Any charges raised against us by your bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to you and you will be liable to reimburse us in respect of such charges within seven days. We regret that any charges incurred in handling payments from overseas will be passed on to you.

A pre-authorized payment, or physical security deposit to cover damages that may occur during your stay at the property will be pre-authorized / taken for 30 days against your credit or debit card provided to us 7 days prior to the start date of each booking. Should the card be pre-authorization, this is not a charge and no funds will be debited from your account unless in the event of breakages, damages or excessive cleaning at the property. If you are unable to provide card details we will have to request the full amount of the security deposit to be paid by bank transfer, cheque or Paypal. Any charges incurred in refunding deposits to overseas accounts will be passed on to you. For any stays longer than 21 days or with some specific houses (usually those sleeping more than 10) the Security Deposit will be

deducted from the card or payment will need to be made by bank transfer, cheque or Paypal with the final balance payment. The amount of Security Deposit will vary between properties. This payment will be refunded without interest after the booking is complete, less any deductions, should damage occur.

The value of the deposit is not the limitations of liability.

In the case of a dispute we will endeavour to resolve any issue as a goodwill gesture, but would remind you that any issue arising is a matter between you and the owner. Mulberry Cottages can only facilitate in helping to reach an agreement.

Short Breaks

Should a landlord agree to short breaks, the pricing is as follows (unless otherwise stated on the website):-

2 Nights = 65% of weekly rent

3 Nights = 70% of weekly rent

4 Nights = 75% of weekly rent

5 Nights = 85% of weekly rent

Act of God

Both we and the holidaymakers will not be liable for our respective obligations under this agreement in circumstances amounting to Acts of God. An Act of God means any unusual and unforeseeable events beyond our control, including but not restricted to war, threat of war, civil strife, natural or nuclear disaster, fire, epidemics, terrorist activity, governmental action, acts of God.

Holidaymakers and Mulberry Cottages shall only be able to rely on Acts of God after taking all practical steps to remedy the cause of Acts of God.

Brochure Details

We make every effort to ensure that the information provided by the owners is presented accurately on our website, in our brochure and in any other promotional material we may use. However, details and prices may be subject to change and errors do occasionally occur, so you must check all the details and arrangements with us at the time of booking. Sometimes changes to services or facilities at a property may occur after the

booking has been made and in this instance we will let you know as soon as possible. Unfortunately we cannot accept responsibility for any inaccurate or misleading information given regarding the property or its facilities.

Liability

Both the owner and Mulberry Cottages shall have no liability for any death or personal injury unless this results from the negligence of Mulberry Cottages or its employees (providing they were at the time acting in the course of their employment) or, in the case of the owner, it results from the owner or their employees (providing they were at the time acting in the course of their employment). In addition, the owner accepts no responsibility for the safety of, or the loss or damage to the tenants' possessions whilst on the owner's property or land. Exception to this is if damage or loss is caused by negligence by Mulberry Cottages, Mulberry Cottages' employees, the owner or the owner's employees. As Mulberry Cottages only acts as an agent for the owner, it cannot be held liable for any omission of the owner or the owner's employees. Mulberry Cottages cannot accept responsibility for any defect of a property as it is within the sole control of the owner.

Access and Parking

If car parking is limited we will indicate this in our brochure. As access to many rural properties is down a farm track it may be unsuitable for low slung vehicles. If you have particular queries regarding this please do not hesitate to ask a member of staff.

Satellite Television and Mobile Phones

If a property has satellite television this will be indicated in the property details, but the number of channels available will depend upon the subscription taken out by the owner. Please also note that some rural locations do not have mobile phone coverage. If this is important to you please ask at the time of booking.

Booking cancellation / change of booking

If you have to cancel your holiday we need to be notified by telephone immediately and also in

writing. This can only be accepted from the party leader. The amount you are liable for is set out below and depends on when you cancel:

| Number of days before holiday start that notice is received date | Cancellation charges of total rental |
|---|---|
| More than 8 weeks | 30% |
| Less than 8 weeks | 100% |
| A cooling off period is honoured for 24 hours from the moment of making a booking | 0% |

If you do not pay the amount due in relation to your booking by the due date (please remember, no reminder will be sent) we will assume that you wish to cancel the booking, in which case we will be entitled to keep all of the deposit already paid. If we do not cancel straight away because you have promised to make payment, you will be liable for cancellation charges of the total rental as per the table provided, depending on the date Mulberry Cottages treats your booking as cancelled. We would strongly advise you to take out cancellation insurance to avoid losing your monies if you do have to cancel your holiday. Any agreed amendments or changes to the booking prior to 8 weeks of arrival, an administration charge of £50 including VAT will be levied.

The Property

Unless stated on the website and in your confirmation, you may arrive at the property any time after 3.00pm but if you will be arriving after 8.00pm please let us know so that arrangements can be made for collecting a key, etc. At the end of your holiday you should depart by 10.00am. If you do not arrive at your holiday destination by 12 noon of the day following your intended arrival, and neither we nor the owner has heard from you, your holiday will be treated as cancelled. Whilst you are staying in the property it is you and your parties' responsibility, to keep the property clean and tidy and to leave it in this condition at the end of your holiday. We appreciate the need for you to have an enjoyable time

whilst on your holiday; however, we would also ask you to respect the holiday cottage and its neighbours and not disturb or cause offence in any way. You must allow us, or the owner, or their employees access to the property during reasonable hours, except where an emergency problem needs to be remedied immediately and you are out of contact, in which case, they may enter the property without your prior agreement. Pets may not be taken to the property unless they have been booked-in with us and confirmed in writing to you. The property cannot be used for any commercial purposes, nor sublet or assigned to anyone not accepted by us as a party member. Linen and towels, but not beach towels are provided in all properties. Linen is changed between tenancies and weekly during tenancies (unless otherwise agreed). The owner is entitled not to let you into their property if he or she feels for any reason that you or any member of your party are likely to cause any damage to it and is under no obligation to find alternative accommodation for you or your party. You may not allow anyone to stay in the property not included in the booking form, nor may you change the composition of the party radically without notifying us. If you breach any of these rules, the owner is entitled to refuse you entry, in which case the holiday will be treated as cancelled, with no refund due and the owner is not liable to provide you with alternative accommodation.

Swimming Pools

Please note that outdoor swimming pools are open during daytime hours from the 1st May until 15th September, unless stated otherwise on the website. Please note that some swimming pools are not fenced in and it is the responsibility of the holidaymaker to keep all party guests safe. Swimming pools may not be used between the hours of 11pm and 9am. Day guests are not permitted to use pool facilities without prior consent from the owner.

Music

Loud music is not permitted between 11pm and 9am within the grounds of the cottage.

Personal Safety

Please note that some properties have ponds or tree houses and it is the responsibility of the holidaymaker to keep all guests in their party safe. We also have cottages on working farms where there are hay and silage bales, these are out of bounds.

Special Occasions

No party, event or gathering may take place at the property which exceeds the maximum agreed occupancy numbers for the property without prior consent. It is also not permitted for any commercial enterprise or supplier of leisure activities to visit the property during your stay without the owner's consent e.g. a caterer, magician etc. It is also not permitted for any alcohol to be sold on the premises without permission. Should any of these terms be breached the owner has the right to repossess the property without any compensation or refund due to you or your party. Any breach of this could result in substantial charges over and above the security deposit being levied by the owner.

Special Needs

If you have any special needs, such as reduced mobility, please let our staff know at the time of booking so they can advise you on suitable properties.

Losses and Damages

Losses or damages incurred by any member of your party during your holiday must be paid for. Before you arrive, the property will have been thoroughly cleaned and checked. If you find any discrepancies with the state of the property please notify the owner as soon as possible and certainly within 24 hours. Any losses or damages caused after this will be your responsibility and it may be worth checking with your own insurance company whether they will cover you in these circumstances. If a loss or damage does occur to the property while you are staying there, please inform the owner as soon as possible to agree the level of charges to be paid. Charges will be deducted from your security deposit.

Smoking

Please note that in accordance with current legislation, smoking is not permitted at any of our properties.

Complaints

All complaints must be notified to the owner or his representatives immediately, so that on-the-spot investigation can be made if necessary and remedial action taken if required. Under no circumstances will compensation be made for complaints raised after the holiday period has ended, or when the holidaymaker has denied us or the owner the opportunity of investigating the complaint and endeavouring to put matters right during the holiday period.

If you are unable to make contact with the owner, or are unhappy with the response he gives, then you should contact us on 01227 464958. If you are still dissatisfied with the way the problem has been handled, you must put your complaint in writing to us within 30 days of the end of your holiday.

Without prejudice, upon receipt of complaints from a holidaymaker The Agent (in its absolute discretion) liaise between Holiday maker and the Property Owner and attempt to resolve the outstanding complaint.

Communication

In order to process your booking, we will need certain information from you about you and your party. Some of this will need to be passed on to other personnel involved with your holiday, such as the owner or the credit card company. It may also be used for administration purposes within Mulberry Cottages. We may use names, addresses and email addresses for sending you future promotional or marketing literature. We can guarantee that any information will remain confidential and is protected under the Data Protection Act 1998, all personal and other information and details collected by the agent in the course of the business belong to the Agent and will not be disclosed, with exception of the Property Owner and their representatives. You are entitled to ask us how we are using your details. We undertake to reply

to any such requests in writing within 40 days and a fee will be charged for this. In some circumstances we may refuse such a request.

Law

The contract between you and the owner and Mulberry Cottages is governed by English Law. Any dispute you have with us or the owners shall be dealt with in an English or Welsh Court of Law. Your statutory rights are not affected by anything contained within these booking conditions.

Questionnaire

We would be grateful if you would complete our questionnaire at the end of your holiday. This feedback is invaluable to us and our owners in order to keep improving on our standards and those of our properties.