

## Booking Terms and Conditions

### 1 General

Number One Seagate is furnished holiday let. The letting of this Property is subject to a maximum occupancy of four persons, together with all other terms of use.

### 2 Making a booking

2.1 Bookings may be made by telephone on 07846 112365 or via the website at [numberoneseagate.co.uk](http://numberoneseagate.co.uk).

2.2 We may request details of all persons in your party including names and ages. If requested, this information must be provided in writing within fourteen days and prior to the first day of letting. This information may be required for insurance / track & trace purposes.

2.3 When you submit a booking request via our online system you will receive an automated confirmation of your inquiry – this does not constitute a confirmed booking. A booking will be confirmed once payment of the deposit has been received and booking confirmation has been sent via email.

2.4 **We strongly recommend that with every booking an appropriate travel insurance is taken out to include all members of the travelling party.**

2.5 We reserve the right to accept or refuse bookings.

### 3 Payment

3.1 A booking, whether by telephone or via the Number One Seagate website, must be accompanied by a deposit. Payments may be made by credit card or debit card.

3.2 If a booking is made six weeks (42 days) or more before the letting is due to start you must pay a deposit equal to the sum of one-quarter (25%) of the letting price.

3.3 The balance of letting price plus the refundable damage deposit are due six weeks (42 days) prior to your stay.

3.3 If a booking is made less than six weeks (42 days) before the letting is due to start, the full letting price plus the refundable damage deposit must be paid by you at the time of booking.

3.4 We will send you a payment reminder ahead of the balance due date however, non-payment by the due date may be treated as a cancellation.

PLEASE NOTE that when you book your holiday you are entering into a legally binding contract and you accept responsibility for the full cost of the holiday even if you are prevented from coming due to unforeseen circumstances, in which case our cancellation provisions below will apply.

### 4 Changing Booking Dates

4.1 Once a booking has been accepted and confirmed the booking can only be changed with the written agreement of the owners of Number One Seagate.

### 5 Cancellation

5.1 If you wish to cancel the letting you must notify via email.

5.2 A booking can only be cancelled prior to the start of the letting.

5.3 See our FAQ on cancellations due to COVID-19.

5.4 In the event that a cancellation is made then a cancellation charge is payable depending on the number of days before the letting start date that the cancellation notification is received. The amount payable is set out in the table below.

Number of days before letting start date that notification is received	Cancellation Charge (as percentage of the total cost of the letting)
0 – 13 days	100%
14 – 27 days	75%
28 – 35 days	50%
35-42 days	25%
42 days or more	£50 cancellation fee (non-refundable)

5.5 Upon receiving notice of cancellation will endeavour to advertise and re-let the cancelled period. If we are able to find an alternative guest for the period of your booking, you will be entitled to a refund less the £50 cancellation fee. If we are unable to find an alternative guest for the period of your booking, we will not offer you a refund and cancellation charges shall apply as per the above table.

5.6 Any such refund will be made within 14 days of written confirmation of your cancellation.

5.7 Cancellation by Us - If the offer of accommodation at Number One Seagate is hindered or prevented by a Force Majeure event (please see definition below), other than COVID travel restrictions, we will offer you,

6.7.1 a full refund;  
or 6.7.2 alternative holiday dates.

5.8 In this contract, a Force Majeure Event means any of the following circumstances which may hinder or prevent the performance of the contract, including but not limited to:

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic, excepting Covid travel restrictions;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;
- any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts;
- non-performance by suppliers or subcontractors; and
- interruption or failure of utility service;
- immediate and urgent repairs making the property uninhabitable.

## 6 Duration and Times of Letting

6.1 Lettings are for a maximum of two weeks and commence at 4pm on the first day of the letting and end at 10am on the day of departure unless otherwise notified.

6.2 The period booked cannot be exceeded unless we provide written approval. You will be liable for any cost of whatever nature incurred because of an unauthorised extension. If you wish to have a late departure, or extend your stay, please contact us no less than 48 hours before the due departure date and time. Late departures and extensions are subject to availability.

## 7 Guest Obligations

(a) to vacate the property by 10am on the day of departure;

(b) to pay for any losses or damages to the property, caused by you or a member of your party (reasonable wear and tear excluded, which for the avoidance of doubt means repairs that are decorative and wear out or come adrift in the course of reasonable use). Payment will be taken from the refundable damage deposit. Don't worry, we don't mind the odd glass or plate.

(c) to inspect the inventory left at the property and report any discrepancies, or damage and faults in the property to Owner within 24 hours of arrival. If no discrepancies, damage or faults are reported within this period, the property and inventory will be deemed to be correct and in full working order;

(d) to take good care of the property and leave it in a clean and tidy condition at the end of the letting. If additional cleaning preparations over and above normal are necessary after your stay, we reserve the right to make an additional cleaning charge to cover the cost of obtaining "emergency" cleaning help to ensure the property is ready for the next occupants.

(e) to permit reasonable access to the property. It is highly unlikely that we will ever have a need to disturb you during your stay however, if repairs or issues are reported we may need access to the property;

(f) not to part with possession of the property, or share it, except with members of the party confirmed in the booking;

(g) not to sell or transfer the booking to another party without our written agreement;

(h) not to exceed the total occupancy limit of 4 persons or the total number of people stated in the Booking Confirmation;

(i) not to have anyone other than those detailed at the time of booking and listed in the Booking Confirmation staying at the property;

(j) to respect the well-being of those occupants of adjoining or nearby properties and not to cause an annoyance or become a nuisance. Complaints from adjoining or nearby occupants regarding your behaviour may result in us requiring you to leave the property immediately without a refund of any monies paid by you.

## 8 Refundable Damage Deposit

8.1 We shall be entitled to deduct from the Damage Deposit the cost of remedying any breach of the obligations set out in clause 8 and shall be entitled to charge any additional amount where the Damage Deposit does not fully cover the cost of remedy.

8.2 Where no breach of obligations set out in clause 8 above has occurred, you will be

refunded the whole amount of the Damage Deposit within 14 days of your stay.

## 9 Liability

9.1 The use of any equipment and facilities provided at the property is entirely at the users risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of persons who use them. Further, the Owners or their servants will not be liable for any act, neglect or default on the part of the Owners or any other person. The Owners will not be liable for any accident, damage, loss, injury however caused.

9.2 Parents or guardians (i.e. those listed as over 18 on the booking form) are responsible at all times for their children and are therefore expected to supervise them at all times.

## 10 Accessibility

10.1 It is very important to us that our accommodation meets the needs of all members of your party. Please let us know if you have any queries about the layout of your accommodation in advance of your stay. By agreeing to these terms and conditions we assume that you are happy that the accommodation is suitable for all members of your party.

## 11 Dogs

11.1 Dogs are welcome to stay at Number One Seagate. We accept 1 large dog (German Shepherd / Doberman size) or 2 medium (Cocker Spaniel, Beagle size) / small dogs. We do ask they are to be kept under control and exercised off the premises.

11.2 Dogs should be a minimum 6 months old and be fully house trained.

11.3 Dogs are not permitted in the bedrooms. It's OK if your dog is used to sitting on the sofa (please keep them off the Ercol chairs) but we request you use the throw provided or bring one of your own.

11.4 For your dogs well-being, they must not be left in the property unsupervised as this can result in considerable damage to the property and distress to the pet.

11.5 A charge will be made for dogs in the sum of £35 per pet per stay, which is payable at the time of booking.

11.6 It is your responsibility to ensure your pets do not disturb those in adjoining properties or nearby and, on departing from the property, it is your responsibility to ensure that you have cleared up after your pets and that there is no trace of your pets having been at the property. We reserve the right to deduct £40 from the Damage Deposit in the event of dog mess having to be cleared after departure.

## 12 Lost Property

12.1 At the end of every stay, please ensure you check that all personal items have been packed. We can take no responsibility for items left, but if you think you have left something and let us know within 5 working days of departure, we will attempt to locate the item/s. After 5 working days any unclaimed left property will be disposed of.

## 13 WIFI

13.1 By using and/or activating service with us you agree to be bound by this agreement. If you do not agree to the terms of the agreement, do not use the service.

13.2 All services are provided on an "as is" basis. We do not guarantee that the WIFI service

is fault free or fit for any particular purpose, or that our system is secure. You assume all responsibility and risk for use of the service.

13.3 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

13.4 We will always try to make sure the service is available for your use, but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures that are outside of our control.

## 14 Overseas Bookings

14.1 Overseas applicants may pay by Sterling cheque drawn on a UK bank or by Mastercard or Visa in Sterling. Any charges for payments from overseas will be passed on to you.

## 15 Holiday Letting

15.1 The letting confers upon you the right only to occupy for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.

## 16 Complaints

16.1 If you have any cause for concern during your stay you must notify us immediately, to give us an opportunity to rectify the matter. In no circumstances can correspondence be entered into regarding issues raised after your holiday has ended, or where we have been denied the opportunity to try to put matters right during your stay.

16.2 Should we be denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the letting, then this may result in a reasonable reduction of any compensation payable to you arising out of such a complaint.

## 17 Linen

17.1 Linen and towels are provided to our guests. These are changed between lettings and weekly during lettings.

## 18 Governing Law and Jurisdiction

Any dispute between us will be governed by the exclusive law and jurisdiction of the English Courts.

## 19 Authority to Accept

The person who completes the booking and therefore accepts the terms of these booking conditions confirms that:

- (a) he or she is authorised to agree the booking conditions on behalf of all persons included on the booking, including those substituted or added at a later date;
- (b) he or she is over eighteen years of age and a member of the party intending to occupy the property; and
- (c) he or she agrees to take responsibility for the party occupying the property.

## 20 Data and Privacy

20.1 In making a booking we will ask for personal information such as your name, postal address, email address, telephone number and payment details. We will not pass your personal information on to anyone else. By booking with us you are deemed to have consented to use of personal information. If you require any more details concerning your personal details, please refer to our privacy policy.

20.2 We are fully committed to protecting your privacy. We will only use the information that we collect about you lawfully, in accordance with all applicable laws concerning the protection of personal data; including the Data Protection Act 1998 (DPA) and The General Data Protection Regulation 2016 (GDPR) together, and with other subsequent laws “Data Protection Laws”. Your information will be processed in accordance with our privacy policy. If you are not booking online a copy of our privacy policy will be available on request.