

## Our Bench – New Forest Accessible Holiday Cottages – Terms and Conditions

### Terms of Booking

By placing a booking directly with us (Our Bench Self Catering) you (the lead guest) and your booking party (guests) agree to abide to the following terms and conditions. If you have any questions about booking with us, please contact us before making a booking.

*Any third party bookings, OTA (online travel agency) or travel agency bookings – their terms and conditions, that we have signed with their company, may vary from our terms below. Their terms would have agreed them on advance of booking.*

To place a booking with us the lead guest must be at least 18 years of age. The maximum number of staying guests per room is illustrated in the room occupancy details on the website. Where the person making the booking is different to the lead guest taking up the occupation, the person making the booking may be held responsible for cancellation, non-arrival and damages as set-out within. Only the lead guest and the named booking party are allowed to use the property and the facilities, any third-party visitors are only allowed access at our expressed permission. The number of persons using the accommodation at any time must not exceed eight (8)\* or the Government Guidelines at that time (whichever is smaller). We reserve the right to terminate the booking without notice and without refund on breach of this condition.

We (the owner) reserve the right to refuse a booking without giving any reason.

To secure any booking we require a deposit to be paid, the deposit is £200 per week/part week. Deposit payments must be 'cleared funds' before a booking can be confirmed. Deposits are only refundable under the conditions set-out within. The remaining balance must be paid at least 8 weeks prior to the start of your holiday.

An unconfirmed booking will only be held for a maximum of four (4) days.

Payments can be made online (stripe – credit card), by digital bank transfer (bacs), cheque or cash deposit. Any charges raised against us by our bank for handling dishonoured cheque's, bank transfers or any other payments, must be reimbursed by the lead guest within seven (7) days of any request to do so.

All guests agree to respect the privacy and peace of all other staying guests, neighbours and the owners at all times. We reserve the right to cancel a booking with immediate effect if guests are not honouring this agreement, damaging our property or causing a disturbance/nuisance to other guests, neighbours or the owners.

### Check-in & Check-out

Bookings are from Friday to Friday, unless otherwise specified.

Holidays normally commence at **3pm** unless otherwise agreed and guests are required to vacate the cottage by **10am** on the day of departure, additional guidelines may be in place (as recommended by the Government) during your stay. You will be notified in your arrival email and in the welcome pack of where to find out about any additional procedures we are required to implement. These guidelines are out of our control.

We or our representatives reserve the right to enter the cottage at any time to undertake essential maintenance or for inspection purposes.

Full names, addresses and contact number of all guests wishing to stay must be listed on the booking form and ages of any children. Our policy surrounding the personal details provided as part of any booking or enquiry through this website/or third party website, including the privacy of those details are explained and set out in our Privacy Policy.

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It is your responsibility to ensure you are complying with any restrictions / legislation that may apply from your home address as well as our cottages address during your stay.

We ask that you leave the cottage how you found it (bins emptied, dishes washed up and put away, oven clean etc). This allows the accommodation to be thoroughly cleaned and prepared for incoming guests. A late departure will automatically forfeit your cleaning deposit.

Our Bench will not accept liability for the activities of third party suppliers and where a suggestion or recommendation of a particular third party supplier is made, that will be based on the genuine belief and experience of Our Bench / or feedback received by us from other guests / contacts, and Our Bench shall not be liable for the failure of a particular service provider to properly perform the relevant services, this being a matter between the guest/lead booker and the relevant third party service provider.

### Cancellation, Returned Deposit & Non-Arrival Conditions

Your holiday booking is a legally binding contract. All prices as of the 1<sup>st</sup> August 2023, include VAT at 20%.

For all bookings: Monies already paid are only returned in accordance with the following conditions.

- Bookings are confirmed with a £200 non refundable deposit. This is not refundable in any circumstances and covers costs already occurred in our business including costs of running our business, card payment fees, admin, LOLER and equipment costs, insurance, staff training, maintenance gardening and servicing fees. This is only refunded if we (the hosts) are unable to fulfil the contract.
- Cancellation made 8 weeks or more in advance of arrival date - £200 deposit retained. We appreciate as much notice as possible if your circumstances change. It is not our policy to return the deposit as we have costs that would have already occurred. At our discretion we may offer a good well gesture, as we appreciate early cancellations.
- **PLEASE NOTE:** Balance is due 8 weeks prior to arrival - non-payment and no communication from yourselves at this time, means we will consider your booking cancelled - £200 deposit retained. If you feel you are unable to take a planned holiday due to local restrictions, then please cancel your holiday at this point. Non payment is considered a cancellation. If we are unable to relet and your circumstances change – you can rebook the same week.
- Cancellation made between 8 weeks and day of arrival date with full payment received and only if we are able to relet – we will refund you a proportional amount based on the relet value – we may be able to sell a short break for example – so you would get a partial refund. It is not our policy to return the deposit as we have costs that would have already occurred. If we are unable to relet then please claim on your holiday insurance as no refund will be made.

In all cases:

- If you have not paid your balance as per your contract, we will consider that you have chosen to cancel your holiday.
- If you have fully paid and we are able to relet we will refund your partial balance or offer you a credit, as a good well gesture, on request.

**Covid-19 - We are following current UK guidance – this is now a known risk.**

### Our Right To Cancellation

In the rare event we need to cancel your booking with us, please be aware that we cannot be held liable for circumstances beyond our control and that our liability to you is limited to the refund of any payment already made.

## **Our Bench – New Forest Accessible Holiday Cottages – Terms and Conditions**

Notification will be given by us of cancelling as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

Please note we reserve the right to cancel any booking without compensation, refund, or reimbursement if the terms of these conditions are breached.

### **During your stay**

This property is privately owned. We expect all guests to enjoy the facilities and treat the property with the same respect that they would with their own house. If you notice damage in your accommodation, please let us know immediately so that we can take the appropriate action. If there have been any breakages during your stay, we would be grateful if you advise us as soon as possible and leave a note.

The owner of Our Bench accessible Holiday cottages shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building or grounds and although we carry out regular maintenance, we do rely on guests communicating any issues with us and leaving everything in good order. All equipment including but not limited to ceiling hoists, mobile hoists, profiling beds, showers chairs, are used at your own risk, and you should ensure you have the appropriate training and awareness before using with a member of your party.

All inventory must remain in the property it was in at arrival and not be taken to another property.

Children under 18 and dogs must be supervised by their parents/guardians at all times. The wood burner in Garden Bench should not be alight with children present in the cottage, and you must put down the protective rug. The wood burner should be closed down on leaving the cottage.

We would like to remind you to lock the doors and close the windows when you leave the property unoccupied, and whilst you are ventilating the property to turn the heating thermostat down.

You may in no circumstance re-let or sublet the property, even free of charge.

There is no facility at present to charge electric cars/vans on site, as it presents a risk to our electrics and the essential equipment of other guests – we can recommend the nearest charging points.

Our Bench has a number of smart TVs that can connect to the wireless network. It is the responsibility of the lead booker to ensure that all TVs are logged out of any subscription services that have been signed in to during their stay. Our Bench will not be held liable for any spend on any subscription service. Further more Our Bench will not assist in the recovery of any monies spent on subscription services.

### **WiFi Fair & Appropriate Usage Policy**

The internet connection is available (at no extra cost) subject to technical availability, guests accept to use the Internet fairly and appropriately. We may monitor network performance and user usage in order to maintain a fair and high level of service to all our guests. The internet access provided is intended for general use such as access to the world wide web, email, messaging, social media, light video/music/media streaming. It is not intended or ideally suited for heavy media streaming, online gaming, extensive downloads/uploads. Access to illegal activity or use of our network for illegal activity is prohibited and will be reported to local authorities and your details will be shared.

### **Damages & Lost Property**

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Whilst staying at the Cottages, we cannot be held responsible for any damage, loss, theft or accident to you, your belongings or vehicles.

We reserve the right to charge the lead guest for any damages caused through the course of a booking by any member of the booking party. This includes breakages, spillages, stains, damage to furniture, fixtures and fittings. Any accidental damages should be reported as soon as possible to minimise damage and associated costs. Lost keys will incur a replacement charge.

Any lost property, if discovered and found, left behind by guests during a stay will be held for a period of 1 month. While we will make our best efforts to reunite lost property with their owners, we accept no responsibility in replacing lost items and encourage guests to ensure they have all their belonging before checking-out. We may post lost items at the cost of the lead guest, otherwise collection can be arranged.

The cleaning retainer (inclusive of VAT) for each week booked is returned to you after your visit if the property is left clean and tidy and our terms and conditions have not been breached.

### **Accessibility Statement**

We have provided an access statement which we recommend that you download and read. You will find it on our website, specific to each holiday cottage, we can are not reasonable if your specific access requirements are not met as every guests is different. All additional equipment but not limited to including ceiling hoists, profiling beds, showers chairs are used at your own risk, and you should ensure you have the appropriate training and awareness before using with a member of your party

### **Smoking**

Smoking of any form including e-cigarettes, vapes, & tobacco is not allowed on the premises, in accordance with the Health Act 2006.

### **Pets & Service Dogs\***

We generally do not accept pets in two of our properties, but legally we have too. They are preferred in “Garden Bench” due to the enclosed garden. All pets are subject to agreement of the additional terms and a fee of £100 per pet per week, subject to additional conditions. They must not be left unattended in the property, and must not climb on the furniture, must only “toilet” outside and this must be cleaned up asap.

\*Service Dogs are exempt from the fee – but are still subject to the additional conditions and we must be informed on booking and see evidence of their training/registration, legally we have to accept them in all cottages. A definition of a service dog is on [our web site](#) – and any dog in breach of being this declared definition, will be asked to leave immediately along with its party.

### **Privacy Policy**

Full names, address and contact number of all guests wishing to stay must be listed on the booking form, this information is kept securely. Any other information we hold on you is to enable us to communicate with you regarding your holiday booking, or to communicate with you about future offers and opportunities.

Due to the unprecedented situation in the UK regarding Covid-19\* – we may share your details with any contact tracing services, if we become aware you have possibly been put at risk – we ask that you do the same, so we can inform neighbouring cottages. If you depart early and are concerned you may have been unwell, please notify us so we can reduce the risk to arriving guests

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We may contact the lead guest from time to time via email of future offers, there is an option to unsubscribe. If you do not wish to hear from us, then please let us know. We promise not to disclose the information to any third party and to only retain your personal information for as long as it is necessary for us to do business.

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.

Last Updated: 30<sup>th</sup> July 2023