Low House Business Centre, Windermere, Cumbria, LA23 3NA

The Matson Ground Estate Company Limited

Accommodation Booking Terms & Conditions

Please read and fully understand these booking terms and conditions. If anything is unclear, contact us on 015394 45756. Customers of our self-catering accommodation are required to agree to these booking Terms and Conditions prior to their booking.

PLEASE NOTE THAT MATSON GROUND PROPERTIES ARE TRADITIONAL OLD BUILDINGS WITH FEATURES SUCH AS LOW BEAMS AND CEILINGS, UNEVEN FLOORS AND CHANGES IN FLOOR LEVEL.

OLDER GUESTS AND YOUNG CHILDREN SHOULD TAKE CARE AND BE APPROPRIATELY SUPERVISED.

DETAIL SPECIFIC TO EACH ACCOMMODATION IS DISPLAYED INSIDE THE PROPERTY.

Definition of terms:

"the Company"– refers to The Matson Ground Estate Company Limited.
"the Guest" – refers to the person named in the booking form and other guests in their party.
"the Holiday" – refers to the booked dates for a stay in a Matson Ground Cottage.
"the Damage Deposit" – refers to the sum of money taken by The Company to cover breaches of these Accommodation Booking Terms and Conditions, for example damage to the property or its contents. The Damage Deposit is refundable after the Holiday if there is no breach of these Accommodation Booking Terms and Conditions.

1. **Booking**
   1.1. Bookings cannot be accepted from persons under eighteen years of age.
   1.2. A contract between the Guest and the Company will come into existence when payment is received and a booking confirmation is issued showing the confirmed Holiday.
   1.3. The Company reserves the right to refuse a booking without giving a reason.
   1.4. It is the Guest's responsibility to ensure that all members of the party accept the

Accommodation Booking Terms and Conditions.

1.5. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and subsequent loss of the Holiday.

1.6. Bookings made on line remain provisional until confirmed by The Company.

2. **Payment**

2.1. Bookings made less than 56 days from the start of the Holiday must be paid in full including payment of the Damage Deposit.

2.2. For bookings made more than 56 days from the start of the Holiday, a deposit of 20% of the full cost of the Holiday is payable immediately at the time of booking.

2.3. The balance of the cost of the Holiday plus the Damage Deposit must be paid 56 days before the start of the Holiday.

2.4. On receipt of payment the Company will issue confirmation to the Guest. An information pack about the accommodation will be sent on text message or email to the contact details provided by the Guest.

2.5. If any payment is not received within 72 hours of the booking, the Company reserves the right to re-let the Holiday without notice. The Guest should therefore contact the Company three working days after sending payment to ensure receipt (unless payment has already been acknowledged).

3. **Cancellation**

3.1. All cancellations must be notified in writing - email is accepted.

3.2. If the Guest cancels the Holiday, the Company reserves the right to retain a cancellation charge of £15 per week or part week booked.

3.3. The Company will seek to re-let the Holiday so far as is reasonable, but no guarantee of re-letting is given.

3.4. If the Company *IS* able to re-let the Holiday, a refund of all monies will be paid to the Guest, less a cancellation charge of £15 per week or part week booked.

3.5. If the Company is *NOT* able to re-let the Holiday, then all monies paid to the Company will be forfeit to the Company.

3.6. **The Company strongly recommends that the Guest takes out comprehensive travel insurance to cover cancellations.**

3.7. If the Guest chooses not to take out insurance (as recommended at 3.6 above) then the Company can accept no responsibility for any loss that the Guest may incur due to cancellation.

3.8. The Holiday will not be cancelled by the Company unless (a) payment is not received (as stated in 2.3 and 2.5 above) or (b) in exceptional circumstances beyond our

control: In such circumstances, notification will be given to the Guest of the cancellation as soon as possible and the Company will promptly refund the Guest all monies received by it in respect of the Holiday.

3.9. Liability for cancellation will be limited to payments received by the Company in respect of the Holiday.

4. **Complaints**

4.1. Any complaint made by the Guest concerning the accommodation should be reported immediately to the Company using the contact details provided on arrival.

4.2. In any event, a complaint must be raised during the Holiday to provide an opportunity to have the matter resolved.

5. **Occupancy**

5.1. Occupancy by the Guest begins from 4pm on the start date of the Holiday and finishes at 10am, on the leaving date, unless alternative arrangements have been agreed between the Guest and the Company prior to the Holiday.

5.2. No more people may occupy the property than the number stated in the details for the accommodation on our website.

5.3. The accommodation must not be sub-let or re-let by the Guest.

5.4. The Company reserves the right to enter the accommodation at any time, giving reasonable prior notice to the Guest, to undertake maintenance or for inspection purposes.

5.5. **Smoking** and **vaping** are prohibited in the accommodation.

5.5.1. any damage caused by breach of this condition may result in termination of the Holiday and a forfeiture of all monies paid to the Company.

5.5.2. The Company reserves the right to charge for additional cleaning costs in such circumstances.

5.6. If **pets** are permitted at the accommodation, it is the responsibility of the Guest to adhere to the following:

5.6.1. One well-behaved dog is allowed in the property unless by prior arrangement with the Company.

5.6.2. Dogs are not permitted onto any furniture within the accommodation. This includes sofas and beds.

5.6.3. Guests are responsible for cleaning up after their dogs during the Holiday and are expected to carry out a 'sweep' of external areas before departure to remove any dog waste.

5.7. **Security** of the property is the responsibility of the Guest during the Holiday:

5.7.1. Ensure all windows and doors are shut and locked before leaving the property unoccupied.

5.7.2. Any loss of keys to the property during the Holiday will result in a charge being made to the Guest by the Company for the replacement of locks for security reasons.

5.8. All **charges** (electricity, gas, water, internet, TV licence) are included in the Holiday price. No compensation will be given by the Company for any temporary outage of electricity, gas, water, internet connection or television service.

5.9. The Company is not responsible for the **loss of any personal belongings** or valuables of the Guest.

5.10. All **inventory items** within the accommodation remain the property of the Company and should not be removed.

5.11. The Guest is expected to take **safety** seriously when staying in a Matson Ground Holiday Cottage:

5.11.1. Barbecues are provided but used entirely at the Guest's own risk.

5.11.2. Candles are not permitted inside or outside of the accommodation.

5.11.3. Fireworks are not permitted to be used in or around the property.

5.11.4. If a woodburning stove is provided, the Guest should read the instructions for lighting provided and light and use the equipment at their own risk.

5.11.5. The Guest is responsible for their own safety at all times.

5.12. Please park your car responsibly and only in the designated **car park** spaces. The Company cannot accept liability for damage to, or theft of, or from the vehicle during the Holiday.

5.13. Before **departure,** the Guest agrees to leave the property clean and tidy:

5.13.1. Check for dog waste if appropriate.

5.13.2. Load the dishwasher with dirty dishes and switch on to run a wash cycle.

5.13.3. Strip beds and leave linen and towels outside the bedrooms for housekeepers.

5.13.4. Close all windows paying particular attention to ceiling lights and Velux windows.

5.14. The Company reserves the right to charge for additional cleaning costs if the accommodation is left in a poor state in the view of the Company; or if irreparable damage is caused. This includes water damage caused by rain if windows are left open.

6. **Damage Deposit/Damages or Breakages**

6.1. The Guest should treat the facilities and accommodation with due care. If the Guest notices something is damaged on arrival, please let the Company know immediately in order that it can take appropriate action.

6.2. The Company will collect a Damage Deposit, if applicable, from the Guest to be paid with the balance of the Holiday or at the time of booking if within 56 days of the Holiday.

6.3. The accommodation will be inspected at the end of the Holiday. If there is no breach of the Terms and Conditions, the Damage Deposit will be refunded in full within 14 days of the end of the Holiday.

6.4. If damages are found or there is a breach of the Accommodation Booking Terms and Conditions:

6.4.1. the Damage Deposit will be used towards the cost of making good any breakages or any other damage, cleaning, or other expenses and charges resulting from any breach.

6.4.2. If the cost of remedying the breach is less than the Damage Deposit, the balance will be refunded once the cost of remedy has been ascertained.

6.4.3. If the cost of remedying the breach is greater than the Damage Deposit, the Guest is required to pay the excess within 14 days upon being notified of such claim by the Company.

7. **Termination of the Holiday**
The Company reserves the right to terminate the Holiday without compensation where unreasonable behaviour of the Guest may impair the enjoyment, comfort or health of others.

8. **Review**
The Company will, from time to time, review these Accommodation Booking Terms and Conditions and the Company reserves the right to make reasonable adjustments or amendments without notice.

9. **Liability**
To the extent allowed by English law, The Matson Ground Estate Company Limited, its employees and agents shall not be liable to the Guest for any loss or damage arising from breach of contract, negligence, misrepresentation or otherwise.

This agreement is governed by English law.