

# Terms and Conditions

Please read our booking terms and conditions carefully before booking, as these booking conditions shall be deemed to have been accepted by you and come into effect as detailed below.

**1 The Contract** The Contract for a short-term holiday hire will be between the Owners of Askrigg Cottage Holidays (Ken & Sue Williamson referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") under the following booking conditions. UK law will govern the Contract. When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form this does not form a contract between us. The contract is not effective until we have received and processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and is responsible for all other members of the party. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between you and us. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period. We reserve the right to decline bookings at our discretion. We offer holidays based on accommodation only. We do not offer package holidays.

**There is a 7 day cooling off period (from the date of the booking confirmation) during which if you are unable to agree to these terms and conditions you can cancel your booking in writing preferably by email and we will give a full refund. If you don't cancel the booking during the 7 day cooling off period we will assume that you have accepted these terms and conditions.**

**2 Booking / Payment Method** If bookings are made more than nine weeks before the holiday start date, a deposit of 35% of the total hire cost is payable (this is made up of a 10% administration charge and a 25% deposit). The outstanding balance is due eight weeks before the holiday start date (we send email reminders only). Alternatively, if the booking is made less than nine weeks before the holiday start date, the entire holiday cost should be paid to us with the completed booking form. We don't levy charges for payments made by debit or credit cards. We accept all major credit and debit cards except American Express. Cheques should be made payable to KD & SD Williamson and drawn on a UK bank, card payments are preferred..

**3 Cancellation by you** If you change your mind and would like to cancel your booking, you must contact us in writing as soon as possible. You may be due a partial refund which is dependent on when the notice of cancellation is given to us before the holiday start date.

- Less than 4 weeks (28 days) - No refund due
- More than 4 weeks and up to 8 weeks (29 to 56 days) - 25% of the total price
- More than 8 weeks (more than 56 days) - 65% of the total price

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Refunds will be made within 14 days of written confirmation of your cancellation. It is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of cancelling all or part of your stay with us and any associated costs.

**4 Cancellation by us** If our performance is hindered or prevented by a Force Majeure Event (please see definition below), we may, at our sole discretion, offer you:

- a full refund; or
- alternative holiday dates; or
- such other remedy as we consider appropriate with regard to the circumstances.

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;
- 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.

**5 Covid-19 Lockdown Guarantee** If you are unable to travel to take your holiday because of a national lockdown, or because you are put into a Tier where you are unable to travel, that we will guarantee that you will get a full refund. The refund guarantee applies only to the address given on the booking at the time of booking being put in a high tier, and when the travel restriction coincides with the period of your holiday. The refund guarantee covers lockdowns and Tier restrictions, but does NOT cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill with Covid, or are required to quarantine or self-isolate. These events and many more can be covered by you taking out travel insurance. There are a number of policies that include cover for illness with Covid and self-isolation or you can look for suitable cover on comparison sites such as [gocompare.com](https://www.gocompare.com).

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**6 Complaints Procedure** If it is felt that there are reasonable grounds for complaint about your holiday accommodation we must be contacted immediately so that appropriate action can be taken during your stay. No such matters can be dealt with upon departure or after your return home. We value your custom and want you to return.

**7 Liability** We accept no responsibility for any damage or injury caused by use of the accommodation and any amenities and such use is at your own risk. The details and prices in the brochure/website may be subject to change. The information given in the brochure and on our web site is believed to be correct and true at the time of going to press. We cannot be held responsible for (and cannot accept liability for) issues outside our reasonable control such as breakdown of domestic appliances, plumbing, electrical problems, structural repairs, non-working Wi-fi, poor TV reception, invasion of pests, infestations or damage caused by exceptional weather conditions, or by noise and disturbance resulting from nearby building works, noisy neighbours or local events etc.

**8 Representation** Whilst every effort is made to ensure the accuracy of the information given either orally or written and all such representations are made in good faith, no such representations will create any liability on our part.

**9 Occupancy** It is not permitted to exceed the maximum occupancy (stated in brochure & web site) for each cottage, this will invalidate our property insurance. You must not hold events, such as parties, celebrations or meetings at the property without our prior consent. You should advise us of the party size at point of booking and any changes prior to arrival.

**10 Guests Undertakings** On booking a cottage the lead name on the booking confirmation becomes responsible for all members of your party and you all agree to keep the cottage clean and tidy; not to commit or allow any of your party to commit any act which breaks the law; not to use the property for any commercial or illegal purpose; not to sublet the property as a whole or any part thereof or otherwise allow anyone to stay whom we have not previously accepted and informed us as being part of your party; not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt, affect the enjoyment of or cause nuisance to any others particularly the occupants of the neighbouring properties.

**11 Smoking** Smoking and / or vaping is not permitted inside any of our properties.

**12 Dogs/Pets** We don't accept pets in any of our properties.

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**13 Bed Linen and Towels** Bed linen, towels, bath mats, tea towels and oven gloves are provided in all of our properties. Bedding is not provided for cots and travel cots. If you are staying in a property for 2 weeks or more, clean bed linen and towels can be provided weekly on request.

**14 Fuel** Electricity, Oil and Smokeless fuel is included in the hire charge. For Electric Vehicle charging please see sections 20 & 21.

**15 Refuse Collection** Please check the guest information for details of re-cycling points, collection dates etc.

**16 Lost property** We regret that we cannot accept responsibility for any lost property left behind at the end of your stay. Please contact us ASAP describing what was left and where you expect it to be found and we will try to locate it collect, package & post back to you. There is an administrative charge of £10 for this, plus the postage.

**17 Arrivals and Departures** Cottages will be available after 4pm on the day of arrival and must be vacated by 10am on the day of departure. Please do not arrive early, or depart late (unless previously arranged), as time is needed to thoroughly prepare the property for the next customer. The accommodation must be left in the clean and

tidy condition in which it was found. This includes washing up using the dishwasher, placing rubbish in bin liners and putting in outside bins, ensuring ovens are clean and free from grease. The cottage must be locked and the keys must be returned to us at the collection point.

**18 Access** You must allow us or our representative (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations we are entitled to enter the property at any time without giving you prior notice). We or our agent reserves the right to regain possession of the property in the event of a major breach of these terms and conditions. In this case all payments made will be forfeited and we would not be legally responsible to you as a result of this situation.

**19 Covid-19** You must not travel and must remain in your own home if in the 14 days prior to your arrival any of the following conditions are met.

- You or a member of your party or your household tests positive for Covid-19.
- You or a member of your party or your household are contacted by the NHS Test and Trace service and advised to self isolate.
- You or a member of your party or your household has knowingly been in close contact with somebody who has tested positive, has been advised to self isolate or is displaying symptoms of Covid-19.

If you or a member of your party develop Covid-19 symptoms during your stay you must inform us immediately (preferably by telephone). We will work with you to determine the appropriate course of action according to government advice at the time.

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## 20 Electrical Vehicle Charging Policy

### 20.1 About this policy

**20.1.1** This policy sets out how Electric Vehicles (EV) should be recharged while at our properties and the responsibilities of EV owners in respect of safe charging.

**20.1.2** Any reference to "Property" in this policy is a reference to the Property including any garden, grounds, outbuildings, garages or communal spaces.

**20.1.3** This policy forms part of our contract with you. A breach of this policy will constitute a breach of the contract between us.

### 20.2 Who does this policy apply to?

**20.2.1** This policy applies to all members of your holiday party and such other visitors of the Property. It shall be your responsibility to inform all members of the holiday party and any visitors of this policy.

### 20.3 What is an Electric Vehicle?

**20.3.1** For the purpose of this policy an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all its power from rechargeable batteries which requires connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.

### 20.4 Domestic chargers are not permitted at the Property

**20.4.1** Most EVs are supplied with a domestic charger, commonly known as a 'granny charger' or a 'trickle charger'. These cables recharge the EV using a domestic power source via a 3-pin wall socket.

**20.4.2** Domestic chargers are not suitable for use in the Property and will create a fire hazard. The use of domestic chargers is strictly forbidden.

**20.4.3** We retain the right to carry out reasonable inspection, on a without notice basis, to ensure that granny chargers are not in use in the Property.

**20.4.4** You are solely liable for any damage or loss suffered by us as a result of your unauthorised use of domestic chargers.

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## 21 EV Charging

### Urlay Nook

**21.1** Urlay Nook has a 7KW untethered dedicated charge point located on the wall adjacent to the parking space. It is the user's sole responsibility to supply a suitable charging cable to avail of the DCP.

**21.2** The DCP is exclusively for the use of you and members of your holiday party, our staff and approved contractors. Visitors to the Property who are not members of your holiday party are not permitted to use the facilities without our express permission.

**21.3** The DCP is subject to a fair usage of a maximum of 3 charges per week access to the DCP is arranged by its use as a booking extra and making the required payment prior to arrival.

**21.4** You or members of your holiday party must not:

- use the DCP if you are not authorised to do so;
- use any splitting cables or modify the DCP in any way;
- smoke in the vicinity of the DCP;
- use the DCP for any commercial EV such as a taxi, ridesourcing or ridesharing EV (such as Uber, Lyft or similar services); delivery or transport EVs including buses or for any other commercial venture;

**21.5** We do not guarantee the availability of the DCP and unavailability of the DCP shall not constitute a breach of our Guest Terms.

**21.6** Authorisation for the use of a DCP during your stay must be made prior to arrival. We reserve the right to withdraw this authority at any time and for any reason.

**21.7** Use of the DCP is at the owner's own risk and we do not accept any liability for loss or damage sustained by you or your EV as a result of using the DCP unless the damage was caused directly by our negligence.

**21.8** You shall be responsible to us for any damage to the DCP or loss suffered by us caused by your use of the DCP.

#### **Minnie's Cottage**

**21.9** We do not have on-site charging facilities at Minnie's Cottage and you must make your own arrangements for EV charging. The closest charge points to the Property are:

- Dales Countryside Museum Butersett Road, Hawes DL8 3NT - in the National Park Car Park (6 miles)
- Aysgarth Falls Church Bank Aysgarth DL8 3TH - in the National Park Car Park (5 miles)

**22 Statutory Rights** These conditions do not affect your statutory rights as a consumer.

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