

Reservations of this property are accepted subject to these Terms and Conditions of Renting

In these terms and conditions “You” or “Your” means the person named in the confirmation invoice. “We” or “Us” means Norfolk By The Sea, Low Farm Barns, Winterton on Sea, Norfolk, NR29 4AW.

Please read these Terms and Conditions carefully before making your booking, when you make a reservation, you are entering into a legally binding contract. If you booked via by a third party (i.e., Holiday Cottages Agency), their Terms & Conditions apply as confirmed at your time of booking.

All new and amended bookings are subject to our T & C's

1. Booking

1.1 Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out in these Terms and Conditions.

1.2 We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We will let you know how long we are able to provisionally hold your booking for when you contact us (usually 7 days) – if you do not confirm your booking by that time, the accommodation will be released for general sale.

1.3 All bookings are formally confirmed when we issue you with your confirmation invoice. Your confirmation invoice will set out the accommodation you have booked, the dates of your booking, the total amount payable for your booking and the dates on which payments are due. We will issue you with your confirmation invoice by email or, if requested, by post.

1.4 You, as the person making the booking, will be responsible for all members of your party, including any children in your party. This is for their safety during your stay. You, as the person in charge of your party, must be at least 21 years old at the time of booking. Bookings for persons or groups predominantly under 21 years of age cannot be accepted (except families). However please call to discuss your group as in certain circumstances exceptions can be made.

1.5 We recommend that all guests take out personal holiday cancellation insurance. We highly recommend you take out 'fit for purpose' personal travel insurance. If you should cancel your holiday due to necessary COVID-19 isolation as a result of contact conditions or due to a positive COVID-19 test, you would be required to claim from your insurance policy. We will only cover your holiday with a full refund in the event of national and/or localised lockdowns. Your policy should also provide sufficient cover for the possibility of illness preventing you from traveling.

1.6 We reserve the right to refuse any booking.

2. Payments

2.1 For bookings made more than 8 weeks (56 days) in advance, you must pay us 30% of the total amount payable at the time of booking. We must then receive the remaining by the date set out in your confirmation invoice - 8 weeks (56 days) before the start of your stay. An additional 'breakage deposit' (see below) will also be due 48hrs prior to arrival.

2.2 For bookings made less than 8 weeks (56 days) in advance, you must pay us the total amount payable at the time of booking. An additional 'breakage deposit' (see below) will also be payable on arrival.

2.3 Short breaks (term less than 7 days) must be paid for in full when being booked. An additional 'breakage deposit' will also be will payable on arrival.

2. Payments (continued)

2.4 If you do not make any payment by the date, it is due, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled, and the cancellation charges set out in Section 4.2 ("Cancelling a booking") will apply.

3. Accommodation Pricing

3.1 We periodically review and amend the prices we charge for our accommodation. We will confirm the price of your accommodation at the time you make your booking and in your confirmation invoice.

3.2 All prices include all charges for water and electricity. On long term lettings over 4 weeks the electricity is based on a fair usage scheme.

3.3 There is no VAT payable on the rental charge of the property. Third party booking agents may charge VAT on their services/fees.

4. Cancelling a booking

All new and amended bookings are subject to our T & C's with the only exception being a "total lock down" where the government places a full restriction on travel due to a county, national or international event that officially deems travel to holiday homes unsafe. We highly recommend you take out 'fit for purpose' personal travel insurance. If you should cancel your holiday due to necessary COVID-19 isolation as a result of contact conditions or due to a positive COVID-19 test, you would be required to claim from your insurance policy. We will only cover your holiday with a full refund in the event of national and/or localised lockdowns. Your policy should also provide sufficient cover for the possibility of illness preventing you from traveling.

4.1 Your contract with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not benefit from a "cooling off" period. In line with our third-party agent, Holidaycottages.co.uk, we provide a 24 hour cancellation policy for bookings made 60+ days in advance; we extend this to direct bookings.

4.2 If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written notification.

4.3 The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by reselling your accommodation. Our cancellation

charges therefore increase as your start date approaches. For the purposes of the table below, the total cost means the total amount payable in relation to your booking, as set out in your confirmation invoice.

No. of days prior to holiday start date cancellation charge

If you have paid the full balance on time:

More than 8 weeks (57 days+) – cancellation charge of 30% of the total cost

8 Weeks (56 days) or less prior to start date or at any point after holiday start date - 100% of the total cost

4.4 All cancellations will be subject to a £100.00 administration charge. This is applied even if the holiday is resold.

4.5 Should we re-let the dates we will refund your holiday costs minus costs detailed in 4.4 and 4.6 or to the value of the new letting agreement minus details of 4.4 & 4.6.

4.6 Should we re-let the dates via any source other than our own website “Norfolk By The Sea” you will be liable to pay the % of commission charged by the new booking source in addition to the £100.00 administration charge.

4.6 The additional ‘breakage deposit’ will be refunded in full if the occupancy is not undertaken.

4.7 We highly recommend you take out 'fit for purpose' personal travel insurance. If you should cancel your holiday due to necessary COVID-19 isolation as a result of contact conditions or due to a positive COVID-19 test, you would be required to claim from your insurance policy. We will only cover your holiday with a full refund in the event of national and/or localised lockdowns. Your policy should also provide sufficient cover for the possibility of illness preventing you from traveling.

5. Changing a booking

5.1 If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible.

5.2 Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not normally possible for us to change bookings less than two months before the start date.

5.3 If we do change your booking, you must pay us an administration fee of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional rental costs due as a result of the change – we will confirm the amount of any additional rental costs due at the time we change your booking.

5.4 Amended bookings will be considered a new booking with regards to the terms and conditions as laid out. Therefore, if your amended dates result in an increase in

accommodation fees, any balance due must be paid within the terms stated at Section 2. Payments. If your amended dates result in a decrease in accommodation fees, any refund will be returned upon completion of your rental.

6. Damage / Extra Cleaning

6.1 All bookings are accepted on the condition that the property is left in the same state of repair, order and cleanliness both inside and outside as at the start of the holiday, and that the person who made the booking will pay for breakage and / or damage and extra cleaning, if so required.

6.2 The rent includes the cost of a routine clean at the end of the letting, should an additional in depth clean be necessary due to misuse of the property (such as action contrary to the Terms and Conditions of Renting), you will be liable.

6.3 Major breakages should be reported to us immediately and minor damage should be noted at the termination of the stay.

6.4 There is a damage and or excess cleaning deposit of £100. This is payable via BACS or cheque and will be refunded following a full inspection of the property on your departure. Payments must be received 48 hrs prior to arrival and will be refunded within 7 days of departure following a satisfactory inspection.

7. Facilities

7.1 Sleeping capacity of each property is:

- Samphire - 4
- Sedge - 4
- Pinrush - 6; plus, a sofa bed in the upstairs lounge – additional charges apply.
- The Farmhouse – 6
- Cobble Barn, Hickling Broad - 6

7.2 Additional persons cannot be accommodated. This is breach of booking terms and conditions and liability insurance. The use of camp bed, portable beds or the erection of tents is NOT permitted at any of Norfolk By The Seas properties

7.3 All guests must be named on the booking form for insurance purposes. Any changes must be notified in writing.

7.4 Included in your letting is the use of Linen (sheets, pillowcases, duvet covers towels), electricity (hot water, heating, and light) is included in the rental charge. Electricity is based on a “fair usage system and if excessive use is noted this will be applicable for additional charges.

7.5 All properties are supplied with superfast broadband (Wi-fi). Password to access the wi-fi is provided in the information booklet provided in each property. Should this fail,

we will do our uppermost too have it up and running asap however, we cannot guarantee WIFI speeds or a service out of our control.

8. Availability

8.1 All bookings are made on the understanding that the property and its facilities, as published on the Internet, will be available for the dates stated.

8.2 In the unlikely event that the property is not available through events beyond the control of us, then we may be forced to cancel the booking. You will be advised of any such circumstances as early as possible.

9. Occupation Times

9.1 Properties are available to you after 16.00pm on the start date (unless otherwise agreed) and terminate at 9.30am on the leaving date. This is to ensure that the house can be properly cleaned and prepared for the next arrival. Should you depart later than 9.30am you will be liable for additional cleaning charges rated at £20.00 per 30 minutes.

9.2 You will be provided with a welcome pack at your accommodation that contains important information about your stay with us. Please ensure that you and your party read the welcome pack carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.

9.3 You must only use the accommodation for the purposes of your holiday. You must not use the accommodation for any other purpose, including for any business purposes, without our prior written consent.

9.4 You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.

9.5 You must not use the accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.

9.6 If you should need to arrive earlier than our regular occupation times, please notify us immediately. We will endeavour to have your booking ready, however, there may be an additional charge incurred to cover the additional costs of cleaning staff.

9.7 If you should need to leave later than our stated termination time, please notify us immediately. An additional charge may be incurred to cover additional costs of cleaning staff and may inconvenience any parties scheduled to take over the property after you.

9.8 Please note that Cobble Barn in Hickling is 1 of 6 properties on a converted barn complex with the other 5 properties being residential. We therefore draw particular attention to point 9.5 and reiterate that consideration for Cobble Barn neighbouring properties and occupants especially after dusk is imperative.

10. Access. The Property Owner shall be allowed access to Norfolk By The Sea Properties at any reasonable time during any holiday occupancy.

10.1 We or our contractors may need to access your accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain property checks. If this happens, we will do our best to let you know in advance of the date and time. You may opt out of this if you prefer to be uninterrupted.

10.2 If your stay is more than 7 nights, we can provide a mid-stay short clean and linen change. Our staff or contractors will need access to the property to perform these tasks.

10.3 Please ensure on arrival at the property that you make yourself fully aware of the FIRE EVACUATION PROCEDURE.

*** DO NOT TRY TO PUT THE FIRE OUT – Leave the room where the fire started and close the door behind you**

***RAISE THE ALARM – SHOUT “FIRE” and GET EVERYONE OUT**

***WAIT OUTSIDE – A safe distance away from the building**

***CALL THE FIRE SERVICE ON 999 - Providing the correct address. Make yourself familiar with this on the fire safety notice on arrival**

***NOTIFY THE OWNER!! Use the details from the fire safety notice or your arrival email**

10.4 You are responsible for ensuring that there are NO personal electrical devices left plugged in / charging when you are away from the property. These are a potential fire risk, and this hazard must be eliminated. In the event of a fire an investigation would be required, and you would be liable should negligence or disregard to these rules be found to be the cause.

11. Smoking. Smoking is not allowed at any of the Norfolk By The Sea properties. If this condition is breached, we will hold you responsible and reserves the right to retain the £100 cleaning deposit and deduct any professional cleaning costs incurred.

12. Dogs. Dog owners are welcome, and the following applies to all bookings. We ask dog owners to observe the following rules (failure to do so may result in you being asked to leave without compensation).

- Dogs must be under strict control at all times while in the property
- Any fouling of lawns etc. must be cleared up without delay

You must bring the dog's bed or basket for sleeping in

- Dogs MUST NOT be left alone in the property or elsewhere at any time.
- Dogs MUST NOT lie on beds or furnishings, and hair must be well cleared up before departing.
- We ask that all dogs are always kept on leads in communal areas; this is out of respect for other guests. At Cobble Barn this also applies to the resident's courtyard at the front of the property. It is imperative that respect and consideration is shown to the permanent residents that occupy the other 5 properties at the site and to ensure there is no unnoticed fouling, noise, or misbehaviour.
- Dog owners must ensure their pets are free from parasites and fleas before they occupy the property. Failure to do so will incur subsequent charges.

- Each dog will incur an extra charge of £20 per week per dog, or £3 per night per dog for short breaks. However, any damage (which must be reported to us immediately) or excessive cleaning that may incur an additional charge, which will be at our discretion.
- Sorry no puppies allowed.
- Maximum of 2 dogs, however, please call regarding your dog(s) as in certain circumstances exceptions can be made

13. Motor Car and Personal Belongings. Baggage and personal belongings are always at your risk, and no responsibility can be accepted for loss of or damage to any vehicle, its contents and other personal belongings.

13.1 Electric Vehicles The charging of electric vehicles is strictly prohibited. This is a service that is not covered by our insurers in the event of electrical leads being the cause of a fire. This rule is in accordance with the Fire Regulations Act introduced on 1st October 2023. Should you be seen to be charging an EV, this is considered a major breach of these T & C 's and you will be asked to leave immediately.

14. Caring for your Safety. Every reasonable effort has been made to mitigate possible safety hazards in the property. However, it is your responsibility (particularly parents with young children) to inspect the property and grounds immediately on arrival and note any possible hazards. Check the layout of your holiday property so that in an emergency you can get out quickly and easily.

15. Our right to Termination. We reserve the right to terminate this Agreement; and ask you and your guests to leave immediately, if this is deemed necessary as a result of your behaviour or that of your guests or for any other material breach by you of the terms of this agreement. Guests are asked to give consideration to neighbours and not to cause nuisance or annoyance.

16. Our Right to Evict

We may terminate our contract with you and ask you to leave the accommodation immediately (without any compensation) if;

- (a) we consider that your party have committed a breach of the terms & conditions
- (b) we consider that your party's behaviour endangers our safety, safety of other guests or contactors
- (c) any complaints are made of anti- social or unacceptable behaviour against you or any member of your party
- (d) you or any member of your party cause an unreasonable amount or unacceptable damage to the property or its contents
- (e) you exceed the maximum occupancy limit for your accommodation

17. Monthly Lettings

17.1 For monthly lettings you are signing in agreement with all of the terms & conditions set out in this document.

17.2 Should you require an extension of your rental period this must be agreed with Norfolk by The Sea and a new rental agreement will be drawn up. At this stage we may offer a shorter rental period or have the right to refuse an extension.

18. Complaints. If you have any cause of complaint during your holiday at Norfolk By The Sea, please notify us in order for us to make all reasonable efforts to assist and resolve the issue. We will not normally make any refund or recompense in respect of a complaint made after departure, if the complaint was not made known to us during the holiday rental period.

19. Events beyond our control

19.1 We will not be responsible for any failure to perform our obligations under these Terms and Conditions that is caused by an event outside our control.

19.2 An event outside our control means any act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

20. GUEST FIRE SAFETY - AVOIDING THE RISK OF FIRE

Please ensure on arrival at the property that you make yourself fully aware of the **FIRE EVACUATION PROCEDURE**.

* **DO NOT TRY TO PUT THE FIRE OUT** – Leave the room where the fire started and close the door behind you

* **RAISE THE ALARM – SHOUT “FIRE” and GET EVERYONE OUT**

* **IF YOU MUST FIGHT THE FIRE, DO SO IN THE FOLLOWING WAY.** Pull out the pin, aim at the base of the fire, squeeze the lever and sweep side to side

* **WAIT OUTSIDE** – A safe distance away from the building

* **CALL THE FIRE SERVICE ON 999** - Providing the correct address. Make yourself familiar with this on the fire safety notice on arrival

* **NOTIFY THE OWNER!!** Use the details from the fire safety notice or from your arrival email

TORCHES emergency lighting is provided using torches. You will find a torch in each bedroom bedside draw and fixed charging emergency power failure torches located in passageways and on landings. These are checked weekly by staff, and they **MUST NOT** be removed. Should these go missing they are charged at the following rate; Torches £ Power Failure Torches £25.00

CHARGING You are responsible for ensuring that there are NO personal electrical devices left plugged in / charging whilst you are away from the property. These are a potential fire risk, and this hazard must be eliminated! In the event of a fire, an investigation would be required, and you would be liable should negligence or disregard to these rules is found to be the cause.

SMOKING Is strictly prohibited in all of the Norfolk By The Sea properties. If this condition is breached this is considered a serious breach and you will be asked to leave.

CANDLES The use of candles or other “lit” items is not permitted in any of the Norfolk By The Sea properties. This poses a serious risk of fire, and the use of such items is not insurable or permitted under the fire regulations. If this condition is breached this is considered a serious breach and you will be asked to leave.

YOUR SAFETY We encourage you to close doors when you go to bed at night. This is to prevent the spread of fire should the unfortunate event occur. Please also ensure that you are keeping your emergency exits, doorways clear.

ELECTRIC VEHICLES The charging of electric vehicles is strictly prohibited. This is a service that is not covered by our insurers in the event of electrical leads being the cause of a fire. Should you be seen to be charging an EV, this is considered a major breach of these T & C 's and you will be asked to leave immediately.

21. Data protection and Privacy. Information provided on Booking Forms will remain confidential and will not be disclosed to a third party or used for any other purpose.

20.1 We will never share your details

20.2 We may occasionally offer you a special offer and a newsletter. You will never be spammed

20.3 If you don't want to hear from us other than your booking, please just let us know.