



Booking Terms & Conditions

We last updated our booking terms and conditions on 1st July 2024.

These booking terms and conditions apply to all confirmed bookings created on or after 1st July 2024

Introduction and references

Willow Cottages Norfolk ("the Website") is a website owned and operated by Chris & Julia Dunne who shall be referred to as "we", "us" or "our" in these terms and conditions.

To make it easier to read these terms and conditions there are a number of further definitions which we use:

- "Deposit" means a deposit of 1/3rd of the total holiday accommodation cost (which includes any "extras" selected at the time of booking);
- "Holidaymaker" means you and each person going on holiday with you on your booking;
- "Owner" means Chris Dunne & Julia Dunne
- "Property" means the holiday property you book through us; and
- "You" means the lead person making a booking through us.

When you make a booking through us you are confirming that you and every Holidaymaker understands, agrees and accepts these terms and conditions. Please read them carefully, particularly section 13 headed "Limitation of Liabilities and Legal".

1. Contract and Booking

When you make a booking through us the contract to occupy the Property is between you and the Owner.

Bookings cannot be accepted from persons under 18 years of age.

The Properties are meant to be used for the purposes of a holiday, and certain group bookings, may not be allowed unless special arrangements (including the possible requirement for a safety deposit) are made with the Owner.

Stag and hen parties are strictly prohibited.

No bookings are valid until confirmed by us in writing (including by email).

Once a booking is confirmed it cannot be changed by you, unless agreed by us. If we agree to make requested changes to your booking (for example, changing the lead booker and/or the dates of your holiday) you may incur an administration charge, not exceeding £25.

2. Deposits and Balance Payments

If you make a booking more than 9 weeks before the holiday date you will be required to pay a Deposit when making the booking and the balance will be due no later than 9 weeks before the holiday is due to start.

If you make a booking within 9 weeks of the start of the holiday you will be required to pay for the holiday in full at the time of booking.

We reserve the right to cancel your holiday and re-let any holiday where any payment due is more than 7 days' late. In these circumstances you will not be entitled to any refund.

The booking fee and Deposit are non-refundable unless we are unable to accept the booking or the Property is unavailable at the time of the holiday (please see section 3).

At certain times of the year, you may be eligible to secure your next holiday with a deposit which is less than the standard Deposit (of 1/3rd of the total accommodation cost). If eligible, we will give you details of any applicable terms before, or when, you make your booking.

3. Owner unable to make the Property available

If the Owner cannot make the Property available to you for your booking, we will try to find you suitable alternative accommodation or we will arrange a refund of all amounts you have paid towards the accommodation cost.

4. Guest Cancellations

If you cancel prior to the holiday arrival date you may be due a partial refund from the Owner.

The refund will depend on the amount of notice you give us before the holiday start date. If section 3 applies you will be entitled to a full refund of the accommodation costs from the Owner. In all other circumstances, the refund will be calculated as follows:

- 21 or less days' notice – No refund due
- 22-35 days' notice – 10% of the total accommodation cost
- 36-49 days' notice – 20% of the total accommodation cost
- 50-63 days' notice – 40% of the total accommodation cost
- More than 63 days' notice – your liability to pay the balance will be waived, however, the Deposit will not be refunded. If the holiday was paid in full and more than 63 days' notice is provided then 2/3rds of the total accommodation cost will be refunded.

The Deposit is non-refundable in all circumstances when you cancel a holiday, unless section 3 applies.

If a refund is due, we will aim to return the applicable amount within 10 working days of cancellation.

Where a booking has been taken with a deposit which is less than our standard Deposit (1/3 of the total accommodation cost) and paragraph 3 (Owner unable to make the Property available) does not apply, you will be liable to pay the difference between the reduced deposit and our standard Deposit within 10 days of cancelling the booking.

If you transfer your booking (a "Transferred Booking") and then later wish to cancel, the number of days' notice you will be deemed to have given for the purposes of section 4 (Guest Cancellations) will be the lower of (a) the number of days' notice to transfer the original booking, and (b) the number of days' notice to cancel the Transferred Booking.

5. Holidaymakers' responsibilities

You will ensure that you and all Holidaymakers will:

- Act responsibly and carefully whilst at the Property, abiding by any property specific house rules and leave the Property, and all things in or at it, in the same state of repair and cleanliness as at the start of the holiday;
- Report to the Owner any damage or breakages made during the holiday occupancy and pay for damage (wear and tear accepted);

- Not smoke at the Property nor allow anyone else to smoke at the Property;
- Not allow more than the maximum number of people or pets to stay at the Property as stated on the Website;
- At all times comply with any applicable laws and local or Government guidance, and ensure that no Holidaymaker or their guests (if allowed at the Property) or pets (if allowed at the Property) do anything which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance;
- Not enter the Property before the stated arrival date and time and will leave the Property before the stated departure date and time;
- Treat people with respect and not act in a way which is abusive, violent, destructive, menacing, or harassing towards an Owner, any member of their team, any member of the community in which the property is situated, or other party acting on our behalf;
- Secure the Property (including all windows and doors) whenever leaving the Property.

The Owner will be entitled to make a reasonable charge where Holidaymakers have failed to comply with these responsibilities. In serious cases, Holidaymakers may have to leave the Property early without any compensation or refund.

6. Owner's responsibilities

The Owner will ensure that:

- The Property is cleaned and ready for the Holidaymakers by the stated arrival date and time;
- Suitable arrangements are made for you to access the Property;
- They can be easily contacted (at reasonable times) or will provide you with an alternative first point of contact should you have any concerns or queries during your stay;
- They, and the Property, comply with all applicable laws and regulations (including health and safety regulations);
- Adequate liability insurance is in place in respect of the Holidaymakers' stay; and

- All Holidaymakers will have exclusive access to the Property for the duration of the holiday (although all Holidaymakers will allow the Owner or any representative, including us, access to the Property if reasonably required).

However, the Owner will not be responsible, nor liable to you (or any Holidaymakers) for any events outside the Owner's reasonable control, such as the breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstances.

7. Pets

Dogs are only allowed at Properties (at an additional charge which will be identified at the time of booking) where this is specifically stated in the Property description; additional dog restrictions may be contained in the "Need to Know"/Property information section – please read this section carefully.

Registered assistance dogs are allowed in all Properties.

You must notify us of the intended presence of any assistance dogs, with evidence of registration, prior to making a booking.

If any Holidaymaker has an allergy to dogs, please be aware that the Owners can guarantee that a dog has not stayed in a particular Property. The Owners cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a Property.

The following dog terms apply:

- Dogs must be under strict control at all times while in or at the Property;
- Any fouling must be cleared up without delay;
- The dog owner must bring the dog's bed or basket for sleeping in;
- Dogs must not be left alone in or at the Property or elsewhere at any time;
- Dogs must remain downstairs at all times, not lie on beds or furnishings, and hair must be cleared up before departing;
- Dog owners must ensure that their pets are free from parasites and fleas before they occupy the Property. Failure to do so may incur subsequent charges;
- Young dogs (e.g. puppies less than 6 months' old) must be declared to us at the time of booking and authorised by the Owner;

- You will be liable for any damage caused by any Holidaymakers' dogs. Any damage is to be reported to the Owner (or their representative) immediately. Any additional cleaning required, that may incur an additional charge, will be at the Owner's discretion.

Pets other than dogs may be allowed at the Owner's discretion. This must be approved prior to making a booking and can be arranged by contacting the Owners.

If you break these terms, the Owner may notify you that you have broken these terms and may cancel the booking and ask that the Holidaymakers leave the Property before the end of the holiday period without compensation, or that they pay an additional reasonable charge.

9. VAT

All prices quoted include VAT where applicable.

10. Literature and descriptions/amenities

We have compiled the information in our brochure and on our Website as accurately as possible. However, facilities may be altered or withdrawn for reasons outside our control, in which case we cannot accept responsibility.

We make every effort to ensure that the Property details are accurately reproduced and that the pricing and availability of the Property is correct. Mistakes may occur from time to time, and we reserve the right to rectify errors (including any pricing errors) within 5 business days of you making your booking.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for leisure, not business, purposes.

If you choose to holiday in an older property, remember that much of its character and charm is due to its age. Some of our Properties are well over 100 years old and were built long before the days of damp proof courses and cavity walls so some may show signs of damp, particularly in long spells of wet weather. If you have any concerns, please talk to us at the time of making your booking. Also, please remember that should traditional property features (steep stairs or low beams, for example) be a problem for any member of your party, you must consider and mention this prior to booking.

Please remember that properties in the country do attract spiders and therefore cobwebs. It does not mean that the Property is dirty or has not been cleaned as cobwebs can be spun almost as quickly as they have been cleaned away.

Confirmation should be requested prior to booking if there is any particular detail or facility that is important to you. When you make a booking, the Holidaymakers accept that minor differences between text/photographs/illustrations in the brochure and on the Website and the actual Property may arise. We cannot accept responsibility should the Property not conform to a Holidaymaker's standards.

11. Complaints procedure

If you have any complaint concerning a Property, the matter should be taken up with the Owner. The Owner will do their best to resolve your complaint, where possible. It is important to raise any complaint while you are still at the Property.

12. Communication with you and data

As part of a booking, we may introduce Holidaymakers to the goods and/or services of third parties. We shall not be treated as an agent for any such third parties, and any contract for the supply of such goods and/or services shall be between the provider and the relevant Holidaymaker.

Please see our Privacy Policy which explains how we will process your personal data.

All electronic data transferred pursuant to these terms and conditions remains our property and may not be replicated in part or whole without our prior written permission. Electronic data will not be preserved indefinitely by us.

13. Limitation of Liabilities and Legal – Please pay particular attention to this section

The contract to occupy the Property is made on the basis that the Property is to be occupied by the Holidaymakers for a holiday (as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 or similar legislation in other jurisdictions).

When making a booking, you acknowledge on behalf of all Holidaymakers that the tenancy granted by these terms and conditions is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

Once you have made a booking there is no “cooling off” period as the contract you have made is for accommodation services for a specific period of performance. You can see further details in the section “When you don’t get 14 days to cancel” on the citizen’s advice bureau website here.

We accept no responsibility for personal injury to, or death of, Holidaymakers or anyone they invite to the Property, or loss of or consequential loss or damage to their property, or for other matters over which we have no control.

Nothing in these terms and conditions will limit an Owner's liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our or the Owner's negligence or the negligence of our or their employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

14. Accidental Damage Deposit

It is a requirement when booking certain specified properties with us, to pay an Accidental Damage Deposit.

The Accidental Damage Deposit is due with the balance and it will be cashed on receipt and held by us to be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of the booking by you or other Holidaymakers. The balance of the Accidental Damage Deposit will be returned to you within 7 working days of the departure date. Where such costs exceed the Accidental Damage Deposit you agree to pay such excess to the Owner promptly and in any event within 14 days of being notified.