

# Hoppers Cottage Guest House

## Terms & Conditions

### 1. Our Contract

### 2. Your Booking

1. You cannot transfer or resell your booking (in whole or in part). If you transfer or resell (or attempt to transfer or resell) then Hoppers Cottage will terminate your booking and retain any money paid to us for such booking. We may also refuse to take any further booking from you in the future. In making a Hoppers Cottage room booking you agree to not use the Hoppers Cottage or its facilities to conduct any commercial activity or activity that seeks to gain profit. Hoppers Cottage reserves the right to terminate your booking and retain any money paid to us for such booking if we believe that you are in full or part breach of this provision.
2. You may make a booking on someone else's behalf. You are responsible for ensuring that any customer in your booking complies with these terms as if that customer had made the booking.
3. You can only make a booking if you are 18 years old or over. If you arrive at Hoppers Cottage and are under 18 years of age you will not be permitted to stay alone. We may require photo id as proof of age.
4. You must ensure that the name on a booking is correct at the time of booking. Subject to section 7, this cannot be changed after making the booking.
5. If you book two or more rooms for the same night we will treat this as a Group Booking. If you make a Group Booking, the following additional terms also apply to you:
  - If you book 28 days or less before the scheduled date of arrival, you must pay in full when you make the booking.
  - If you book more than 28 days before the scheduled date of arrival, you must pay a 10% deposit when you make the booking. You must settle any balance at least 28 days before the scheduled date of arrival. We may cancel your booking if you do not make any payment when it is due and we will not refund the deposit.

(We offer certain extras when you make your booking, for more details on extras click [here](#). The room rate excludes any extras unless we expressly agree with you otherwise as part of your booking. Extras are subject to availability and cannot be transferred to any other booking. If any extra that you have paid for in advance is unavailable upon arrival we will give you a refund of the price you paid for that extra. Extras are provided subject to these terms.

### 3. Rates and Payment

1. The rate for each room will be emailed in confirmation email at the time of your Booking, or, in the case of a telephone booking as advised to you at the time of booking.

### 4. Check-in and check-out

1. Check-in is by arrangement on the scheduled date of arrival. This service is subject to availability.

You must check-out before midday on the scheduled date of departure. If you wish to check-out later then you can do so by prior agreement at the time of booking. If you fail to check-out by the stipulated time, we

will make an additional charge equivalent to the flexible rate at that time, for one night's stay for the applicable room(s).

## 5. Cancellation Or Changing Your Booking

1. If you have a Booking for more than 1 night you may cancel or shorten your booking after the scheduled date of arrival and we will refund you for any remaining nights. We will not pay a refund for any night for which notification is received after midday. Notification must be made directly with Hoppers Cottage management, prior to noon of the day(s) you wish to cancel.
2. We will only make refunds to the payment method that you used to make the Booking. We will normally credit refunds within 10 days.
3. If you cancel your Group Booking or reduce the number of nights or the number of rooms required, we will not refund any money you have paid to us (including any deposit).
4. Subject to availability and payment, you may add any additional night(s) to any Group Booking (after the dates of the original Group Booking) at the rate for the room(s) at the time you make the amendment.

## 2. General

1. **Statutory Rights:** We have tried to ensure that any rights that you as a consumer have that are implied by law into a contract of this type (**statutory rights**) are not excluded or limited in anyway. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms.
2. **Events Beyond our Reasonable Control:** We shall not be in breach of these terms, nor liable for any failure to perform any of our obligations in relation to your Booking (such as the electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures).
3. **Our Liability:** Subject to the remainder of this clause, you should use your own insurance policies to claim the full amount of the loss or damage to your property prior to approaching or pursuing Hoppers Cottage. In all other circumstances, our total liability shall not exceed twice the daily rate charged for your Booking. If your Booking includes a number of different daily rates, the average rate will be used. Hoppers Cottage aims to provide a safe and secure environment for the duration of your stay and where necessary, will take appropriate security measures. If an incident occurs during your stay, resulting in the theft, loss or damage of your property, we will carry out an internal investigation. If we do not feel that your property was stolen, lost or damaged through any fault of ours, our staff or agents, this will be evidence that it wasn't our fault. In those circumstances, we will assume no liability on our part. If an incident is referred to the Police authorities, and they draw the same conclusion as us, this will also be evidence that no liability on our part exists. We shall not be liable, in any circumstances, for any loss or damage to vehicles you bring to Hoppers Cottage or any property left in them. Neither shall we be liable for any loss of profit, or any indirect or consequential loss arising under or in connection with your Booking. Where we are liable, we will only be responsible for losses that are a foreseeable result of a breach or negligence, but not otherwise. The loss or damage will be foreseeable if it is an obvious consequence of the breach or is contemplated by both parties at the time of entering into the contract. Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or fraud or fraudulent misrepresentation; or any other form of limitation or exclusion prohibited by law or statute.

4. **Third Party Rights:** A party which is not a party to our Contract shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.
5. **Law:** These terms are governed by the laws of England and Wales.
6. **Changes to Terms:** We reserve the right to change these terms from time to time. The terms applicable to your Booking are those in force on the date of Booking (or amendment, as applicable).

For more information on your statutory rights see [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk) or call 08454040506

### **3. Car Parking**

1. Car parking is a public facility, and as such not within the responsibility of Hoppers Cottage.