

TERMS & CONDITIONS

Please read these conditions carefully. They set out the basis of your agreement with Treetops Cottages as the cottage operator which provides your holiday. We at Treetops Holiday Cottages act as the accommodation operator (referred to as 'Treetops' or 'we' from now on) in booking your cottage ('accommodation'). Your contract is with us directly. In making a booking, you warrant that you are 18 years of age or over and have the authority to accept and do accept on behalf of your party the terms and conditions set out below.

1. Terms. All terms are either per week or per short break (start day as specified) for the accommodation as equipped and described. The usual check-in time is 4.00pm (subject to unavoidable delays). The checkout time (10am) will be shown on your hire invoice. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay.

Prices include VAT (where applicable) at the rates applicable at the time of printing and are subject to change if the rates or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your holiday will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

We reserve the right to alter prices on the website, which may go up or down. We will advise you of the current price at the time of booking. These terms and conditions are applicable to bookings made by phone or email from this website. The terms and conditions may change from time to time. Please check at the time of booking.

2. Making a booking. All offers and bookings are subject to availability. A binding contract comes into existence once we have received your deposit and we have issued a hire invoice and booking acceptance by e-mail or post.

You must check your hire invoice and booking acceptance as well as all other documents we send you carefully as soon as you receive them. If any information appearing on any document appears to be inaccurate in any way, you must let us know straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any document within 10 days of our sending it out.

The contract shall be between you and Treetops and be subject to English Law and the non-exclusive jurisdiction of the Courts of England and Wales.

3. Number in your party. The total number in your party must not exceed the capacity of the accommodation as advertised by us. If your holiday price includes the 'small party reduction' the number in your party must not exceed that advised at the time of your booking and included on your booking confirmation. Babies under 2 may or may not be counted as members of your party. We have the right to refuse to hand over the accommodation to any party exceeding these limitations, or to terminate the holiday of anyone exceeding these limitations at any time during the holiday. You should check the policy of your chosen accommodation carefully before booking.

4. Payment. When you book you must pay the applicable deposit requested. If you choose to purchase travel insurance, we would advise that you have travel insurance in place at the time of booking.

Your balance is due and payable by the date printed on your Hire Invoice (10 weeks before your holiday start date). For bookings made within 10 weeks of your holiday start date and short breaks you pay the full amount when you make your booking.

There is no charge for payments made for bookings via our own website: www.treeetopscottages.com or via BAC's .

5. Changes by you. Once a booking has been confirmed by us to you, should you require it to be amended or re-invoiced for any reason (including for example accidental loss of the original invoice) then, if we accept this change, a fee of £30.00 may be charged. Up to 8 weeks before the holiday start date you may change your holiday start date to another date within the same calendar year, subject to availability and payment of the above fee and any outstanding difference in price. You may transfer your booking to someone else/another party (introduced by you) at any time providing you pay the administration fee of £30.00 and any outstanding balance.

Please note: Bookings may not be transferred to other parties after we have received notification of cancellation. Change of accommodation will be treated as a cancellation of the original booking and may be subject to cancellation charges.

6. Cancellation by you. Telephone us immediately if you have to cancel and on the same day send us written confirmation quoting your booking reference number. Your cancellation is effective from the date we receive your written confirmation by email or post, which will be acknowledged.

(a) Cancellation for a Qualifying Reason

In this section some of the words and expressions used have specific meanings. These words are shown with capital letters at the start and their meanings are explained in the glossary below.

Subject to receipt of satisfactory documentary evidence, you will be entitled to a refund and a waiver of responsibility for any balance payment due (less £50 administration charge) if you cancel at any time after we accept your booking and before you leave Home to start your Holiday or you curtail your Holiday at any time after you leave Home and before your planned return to it on the Holiday end date (provided that everyone in your entire party cancels or curtails the Holiday and the property is left vacant) and your reason for doing so did not exist at the time of booking and is any of the following:

- the death, bodily injury, illness or admission to Hospital as an in-patient of you or any other person in your party; a Partner; or a member of your Immediate Family where the cancellation or curtailment is certified as medically necessary by a Qualified Medical Practitioner;

- compulsory quarantine of any person in your party or their travel being prevented by Government restriction following an epidemic;
- redundancy qualifying for payment under any applicable statute of any person in your party; which is notified to and received by you (or any person in your party) after your booking is accepted;
- Hi-jack of an aircraft or conveyance in which you/your party is traveling as a passenger;
- you or a person in your party being required for compulsory jury or witness service in a Court of Law in proceedings to be undertaken in the time between their leaving Home to start the Holiday and returning Home after the Holiday;
- Police advising against travel due to adverse weather conditions;
- Police requiring a person in your party to attend following theft at their Home or usual place of business; or
- damage rendering the Home of any person in your party uninhabitable,

The calculation of the amount due is as follows;

- if you have paid your balance, we will refund your deposit and your balance less a £50 administrative charge (the booking fee, amendment and credit card charges are non-refundable).
- if you have not paid your balance, we will refund your deposit less a £50 administrative charge (the booking fee, amendment and credit card charges are non-refundable) and waive your balance due.
- If everyone in your party curtails the holiday and returns home, we will give you a proportionate refund of the cost of the holiday less a £50 administrative charge (the booking fee, amendment and credit card charges are non-refundable).

The £50 administrative charge is to cover our costs and charges incurred in the process.

You will not be entitled to any refund or waiver of responsibility for any balance payment due if the cancellation is due to any of the following:

- War, whether declared or not;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

- loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;
- any person in your party deciding not to travel, or if already left Home, deciding not to continue;
- any person in your party's loss of enjoyment of the Holiday;
- any accident to or illness of any person in your party's family pet;
- adverse changes in any person in your party's financial circumstances or unemployment other than redundancy as described above.

You will need to let us know immediately a cancellation situation has arisen and provide us with all the information and documentation, and allow us to carry out any investigations, we may reasonably require to assess whether you are entitled to a refund/waiver under our Booking Conditions.

Glossary;

Holiday – any trip involving pre-booked travel or accommodation devoted entirely to pleasure, rest or relaxation in the United Kingdom and booked through Treetops.

Home – usual permanent place of residence.

Hospital – any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where a person in your party is under the constant supervision of a Qualified Medical Practitioner.

Hi-jack – unlawful seizure or taking control of an aircraft or conveyance in which a member of your party is traveling.

Immediate Family – means the Partner, or the child, grandchild, brother, sister, Parent, or grandparent of you or a person in your party, or anyone noted as next of kin on any legal document.

Parent or Legal Guardian – a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Partner – a spouse of, civil partner registered pursuant to the Civil Partnership Act of; or someone of either sex with whom you or a person in your party has been living as though they were their spouse for at least three months.

Qualified Medical Practitioner – a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a person in your party or a relative of any such person, unless approved by Treetops.

War – means armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

Cancellation Procedure;

- If a cancellation or curtailment situation arises for a qualifying reason, please contact us immediately first by phone and then in writing by email or post, supplying documentary evidence, including medical certificates where appropriate. Our address is Treetops, 39 Station Road, Grasby, Lincolnshire DN38 6AP.
- You and your party must take ordinary and reasonable care to safeguard against loss, damage, accident, injury or illness
- All information provided to us must be complete and accurate
- You will not be paid if you or your party do not comply with any obligation to act in a certain way specified in this clause or if they are dishonest
- All certificates, information and evidence provided by you shall be at your expense

If you are due a refund, you will be paid in £ sterling within 30 days of receipt of valid documentary evidence (including medical certificates where appropriate).

(b) Cancellation for a non-qualifying reason

If you cancel for a reason other than one of those listed in **Section 6(a)** above, a charge will be payable by you to cover our costs including charges by third party operators. These charges are set out below:

Period before scheduled arrival date within which written cancellation notification is received	Cancellation charges as a % of total costs (excluding amendment and credit card charges which are non-refundable)
More than 56 days	Loss of Deposit *
29 – 56 days	70%
8 – 28 days	90%
7 days or under	100%

*+Please note: The cancellation charge applicable will be equal to the loss of deposit or the percentages shown, whichever is higher.

7. Linen, Towels and Keys. Except for cots, bed linen is provided for use in your cottage, as stated in the property description, please bring towels, for use in the leisure facilities. Bedding may be duvets or blankets and sheets. Please take bed linen for cots with you as required.

8. Cancellation by us. Very occasionally, in circumstances of 'force majeure' as defined in clause 15, we may have to cancel your booking. We will tell you as soon as possible, and offer you an alternative or a full refund. We regret we cannot pay compensation or any reimbursement of any expenses or costs you may incur as a result of any such cancellation or change.

9. Brochure and Website accuracy. We have taken care to ensure the accuracy at the time of publication of our brochure and continuously with the website; however information and prices may have changed by the time you book. There may be small differences between the actual accommodation and facilities and its description, as we are always looking for ways to make improvements. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and/or services, except in the case of negligence by us. We will use our best endeavors to notify you of any changes to, or inaccuracies in any information as soon as reasonably practicable after we become aware of that change or inaccuracy.

10. Activities and facilities. We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond his/her control.

Under no circumstances are visitors to guests staying at Treetops allowed to stay in the accommodation overnight.

Please note that **only** guests staying at Treetops or spa day guests visiting Treetops by prior arrangement with the owners or management are allowed to use the leisure facilities.

Please do inform us of any visitors you have invited to Treetops in order that we can book them in and out of the premises so that we are aware of their presence for example, in case of fire.

11. Unreasonable behaviour. We have the right to refuse to hand over accommodation to anyone who, in the reasonable opinion of the manager is not suitable to take charge of it. In such cases all hire charges paid will be refunded in full as quickly as reasonably practicable, the contract will be terminated and we will not have any further liability.

We reserve the right to terminate a holiday after the keys have been handed over, if the unreasonable behaviour of anyone in your party is likely to cause danger or significant annoyance to others or damage to property. In these circumstances, no refund will be given. Please note that unreasonable behaviour specifically includes smoking by any member of your party in a property specifically designated (and advertised by us) as a no smoking property.

12. Damage to the property. You are liable for any damage caused in the property during the period of hire. We have the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). Please remember to take out suitable travel insurance.

13. Party Type. Groups, organisations, charitable institutions and multi-accommodation bookings: If your party includes unrelated members from an organisation or has been funded/organised on behalf of a third party such as a local authority, charitable, religious or NHS Trust, we need the following information when you book:

- The full name of the organisation supporting or funding your booking
- The name and contact details for the person responsible for (and accompanying) the party during the holiday.

Should you arrive at your accommodation with such a group without notifying us of the required details, we have the right to refuse to hand over the accommodation to you. You may be asked to pay a Security Deposit at the time of take-over.

Single-sex groups and younger parties: our properties cater primarily for family holidays and single-sex groups or younger parties may not be permitted. Where this is the case, you will be informed at the time of booking. Where these parties are permitted, you may be asked to pay a Security Deposit at the time of take-over.

Disabled, infirm and restricted mobility guests: Where access to or the layout/features of any property makes it unsuitable for visitors with mobility difficulties, every effort has been made to ensure that our description makes this clear. To ensure the accommodation and location booked is suitable for visitors with a disability, it is essential that all booking requests from parties including people with special needs, give us full and clear details of those needs at the time of booking. If your party includes individuals who usually require special care due to a disability, you are entirely responsible for ensuring that all members of the group are adequately cared for at all times by a suitable person.

14. Security Deposits. For certain properties we reserve the right to ask for payment of a security deposit. Where a security deposit is payable, you will be informed at the time of booking and the deposit (and the amount payable) will be confirmed to you on your Booking Confirmation. The deposit is payable directly to the manager on or prior to arrival and will be returned to you within 10 days of departure by them.

15. Force Majeure. We cannot accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to “force majeure”.

Circumstances amounting to “force majeure” include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond our control.

16. Assistance Dogs. Registered assistance dogs are accepted free of charge in all properties in our brochure and on our website, subject to the availability of suitable accommodation.

17. Your Vehicles. Your vehicles, their accessories and contents are left entirely at your risk. We are not responsible for any loss or damage from or to any vehicle from any cause whatsoever.

18. Our responsibility for your booking. We are responsible for making your booking in line with your instructions.

However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

19. Comments or concerns. You must notify any shortcomings with us immediately so that remedial action, if appropriate, can be taken. If a significant problem is not resolved to your satisfaction, please contact us as soon as possible during your holiday.

It may affect the investigation of your complaint and may impact on the level of compensation that you may be entitled to if you fail to notify us of any complaint or claim during your holiday and/or write to us with full details within 28 days after your holiday had ended.

20. Personal Travel Insurance. You are strongly recommended to take out Personal Travel Insurance for your holiday.

21. Data Protection Policy Our new Data Protection Policy can be found [here](#)

22. Loss or Damage. Treetops Cottages & Spa cannot accept responsibility for loss or damage to property that is brought on to the premises by guests.

Treetops Cottages & Spa recommends that all items of value are insured by the guest for loss or damage for the duration of their stay.

Marketing

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. We may also provide your details to selected third parties for similar purposes.

If you do not wish to receive such approaches in the future, please write to us:
Treetops, 39 Station Road, Grasby, Lincolnshire DN38 6AP.

