

## **Booking Terms & Conditions including Privacy & Cookie Policy (updated May 2018)**

*Throughout these Booking Terms and Conditions, 'we', 'us', 'our' and 'the Owner' means the Owners of Havenlea Cottage and the 'property', 'holiday property' means Havenlea Cottage. 'You', 'your' and 'the Hirer' means the person making the booking (the 'party leader') via the booking form and represents all the members of the holiday rental party who have been accepted by the Owner (including anyone who is added or substituted at a later date) and as such the booking terms and conditions apply to all.*

*In these Booking Terms and Conditions, unless the context otherwise requires, words in the singular shall include the plural and vice versa.*

*These Booking Terms and Conditions set out the basis of your contract with the Owner. Nothing in these Booking Terms and Conditions affect your normal statutory rights.*

*Before booking with us, please read these Booking Terms and Conditions carefully and all the other information relevant to your booking.*

### **The Contract**

*The contract entered into in these Booking Conditions is between 'the Owner' and the person making the booking ('the Hirer) and represents any other people joining them at the holiday rental property, 'Havenlea Cottage'. By making the booking, the Hirer confirms that he/she and all other members of the party agree that the booking is subject to these Booking Terms and Conditions. The Hirer is responsible for making all payments due to the Owner. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner for any material losses, expenses, claims or other sums of any description which relate to the booking, however suffered or incurred by you.*

*Bookings cannot be accepted from anyone under the age of 18 and the number of people occupying the property must not exceed the maximum number of beds spaces, this being 2 people plus one infant in a travel cot. The Hirer will be responsible for all people staying or visiting and should ensure that all party members are aware of the Booking Terms and Conditions.*

### **Booking, Payment and Deposit**

*When you book Havenlea Cottage, all bookings are considered provisional and a contract does not exist until a completed booking form and a 20% deposit of the total booking fee (if more than 8 weeks before arrival date) or full payment (if within 8 weeks of arrival date) has been received and the Owner has approved the booking and issued email or postal confirmation of the successful receipt of the deposit payment, or full payment (if within 8 weeks of arrival date) to the Hirer.*

*Following the payment of the deposit, the Hirer becomes liable for the balance of the total holiday cost. The balance payment must be received by the Owner no less than 8 weeks before your arrival date at the holiday property, Havenlea Cottage.*

*Payment is accepted PayPal, cheque or bank transfer. We reserve the right to request a discretionary cleaning/damage deposit against loss, damage and breakages. The Hirer agrees to pay the discretionary cleaning/damage deposit and the Owner may deduct from such deposit the cost of remedying any breach by the Hirer under these booking terms and conditions.*

*The Owner may change the advertised price of Havenlea Cottage at any time without notice. The holiday cost will be confirmed and fixed at the time the booking acceptance is issued by the Owner. If prices increase after your booking acceptance, the Hirer will NOT be requested for any increase, similarly, if the price is reduced, a reduction will not be offered.*

### **Cancellation Policy**

*In the event of a cancellation, for any reason, by the Hirer **after the booking deposit is paid and before balance paid**, the Owner will refund any discretionary cleaning/damage deposit paid by the Hirer and will make reasonable endeavour to re-let the property. In your interests, please telephone as soon as possible, so we can attempt to re-let the property as soon as practically possible. If we are unable to re-let the holiday property, the Hirer will be held liable for the balance of the full amount of the booking (i.e., the balance due) and all monies will be forfeited. You are strongly advised to take out appropriate holiday cancellation insurance. If we manage to re-let the property, we will refund you an amount equal to the income achieved for the re-let period.*

*In the event of a cancellation, for any reason, by the Hirer, **after full payment made**, the Hirer will be held liable for the full amount of the booking and all monies will be forfeited. You are strongly advised to take out appropriate holiday cancellation insurance. The Owner will attempt to re-let the property and will refund any discretionary cleaning/damage deposit paid by the Hirer. If we re-let the property, the Owner will refund you an amount equal to the income achieved for the re-let period.*

*In the event of a **non-payment of the balance by the due date**, this will be treated as a cancellation by you, however a reminder will be sent to you before interpreting this as a cancellation.*

*The Owner does not expect to have to make any changes to your booking, but very occasionally problems may occur due to unexpected reasons or reasons beyond our control (for example, fire damage). In the event of the property being unavailable due to unexpected reasons or reasons beyond our control and it proves necessary to change your booking, alternatives holiday dates at Havenlea Cottage will be offered to you. Where these alternative dates are not suitable or acceptable to you, we will make to you, the Hirer, a full refund of all monies received by the Owner in respect of your booking, and we shall be under no further obligation or liability in this respect.*

### **Changing the Date of Your Holiday**

*Once we have accepted and confirmed your booking, it may be possible to alter the date of your holiday, subject to availability, the notification period given and the Owner's agreement. Any possible change to you confirmed booking, where agreed with us, will be re-confirmed and a new booking confirmation issued to you. However, if holiday date amendments to your confirmed booking are not agreed by the Owner, the request will be treated as a cancellation and will be subject to our Cancellation Policy (see above).*

### **Your Arrival and Departure at Havenlea Cottage and Key Collection**

*You can arrive at Havenlea Cottage any time after 4pm on the start date of your holiday rental period. On the day of departure, you are required to depart by 10.30am and to return the key as per your instructions.*

*These arrival and departure times must be respected, to enable us to maintain our full-service standards.*

*Keys must be collected and returned as per your 'Key Collection' instructions sent out to you following full payment for your holiday booking.*

### ***Use of the Property***

*The Hirer has made a booking for those people whose names appear on the confirmed booking form and is not permitted to allow the property to be occupied by more than the maximum number of persons allowed at Havenlea Cottage, this maximum being 2 persons plus 1 infant, without the Owners' prior consent. If the maximum number of persons is exceeded without our prior consent, we reserve the right to revoke the booking without issuing a refund and to request all persons to leave the property immediately. Only the persons whose names appear on the booking form are allowed to stay in the property.*

*Should you wish to have day visitors to the property, this must be agreed with the Owner in writing if the number of day visitors exceeds more than 2 people.*

*You must supervise and accept responsibility for the safety of your child and any vulnerable adults or adults requiring care in your party – they all remain the responsibility of the Hirer at all times. The site may have uneven ground or limited lighting or potential hazards resulting from the use of the BBQ, equipment, etc., so please ensure that you familiarise yourself with the features of the property and site and supervise appropriately. A cot, highchair and other baby and toddler equipment may be available within the cottage but you are advised to check its safety before use, and additionally, the safety of the environment in which it will be used. Wooden and tiled floors can be very slippery when wet and should be avoided and those with wet feet should take special care.*

### ***Care of the Property***

*The Hirer and all members of the holiday rental party agree to be responsible for keeping the holiday property, the furniture, fixtures, fittings and effects in the same good order and clean condition as they were in upon arrival at the commencement of the holiday hire period, and must ensure that the property is left both clean and tidy, inside and out, upon departure. In addition, the Hirer and all members of your party will be responsible for the costs of any damage or breakages (excluding reasonable wear and tear) in or to the holiday property or furniture, fixtures and fittings and effects during your holiday rental period along with any additional costs that may result from damage/breakages.*

*Any article damaged or broken during your occupancy of the holiday property will be paid for by the Hirer, including that caused by pets and other members of the booking party, and should be repaired or replaced with something of a similar type and value to the Owner's satisfaction; but where this is not possible, or where there is major damage or major breakages or loss, this should be reported immediately to the Owner and be paid for before departure, otherwise you are liable for any costs incurred by the Owner in remedying the damage/breakage/loss. The Owner reserves the right to raise any invoices for any damage and/or replacements and/or repairs caused during the stay at a later date and legal action will be taken in the event of non-payment.*

*You and all members of your party further agree not to use the property for any commercial purpose, including, without limitation, assigning or subletting it, or otherwise allowing anyone to occupy it that has not previously been accepted by the Owner on the confirmed booking form.*

### **Right of Access**

*The Owner has the right to enter the property (including service/repair personnel) at any reasonable time for maintenance/repair, and at any time in the case of emergency. However, we will try to undertake all repairs/maintenance outside the rental period where possible and minimise disruption to your occupancy.*

### **No Smoking Policy**

*Havenlea Cottage is a no smoking environment, however if you smoke outside, please safely extinguish all butts and matches/lighters and remove all butts from the site.*

### **Pets**

*No dog shall be brought to Havenlea Cottage*

### **Towels**

*Bath towels, handtowels and kitchen tea towels are provided for your stay, the towels provided should not be removed from the property.*

### **Wi-Fi**

*Wi-Fi /broadband internet access is available free of charge to the Hirer and all members of the party on the condition that it is not guaranteed to always be available or to run at the speed that you are used to; in addition, the Wi-Fi internet access is provided for legal purposes only and is not to be used to view or download from sites that have illegal content or images. Furthermore, you are not permitted to download large files or games.*

### **Complaints**

*The Owner has made every effort to ensure that you have a very enjoyable stay at the property. If, however, you have any cause for complaint, it is imperative that the Hirer immediately contacts the Owner to allow the Owner the opportunity to remedy the situation or problem, as appropriate, as soon as is practically possible. The Owner will not entertain complaints, irrespective of their merits, if the Hirer has not brought the complaint to the immediate attention of the Owner whilst the Hirer and members of the party are in residence at Havenlea Cottage.*

## **Legal Provisions**

*The construction, validity and performance of this Agreement (the Contract) is governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts. The Hirer agrees that the Contract with the Owner is made at the Owner's premises and that any proceedings shall be conducted in the County Court nearest to the Owner.*

## **Liability**

*The Owner shall have no liability for any death or personal injury unless, in the case of the Owner, it results from the Owner's negligence or that of any employee of the Owner (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner in respect of damage to, or loss of, such personal property except, in the case of the Owner, where the damage or loss is caused by the negligence of the Owner or that of any employee of the Owner (providing they were at the time acting in the course of their employment).*

*The Owner cannot accept responsibility to the Hirer or any member of the party during occupancy for any material loss, damage, injury, additional expense or inconvenience directly or indirectly caused by hire of the holiday property including its plumbing, telephone, gas, electricity and Wi-Fi/broadband internet services or exceptional weather.*

*No responsibility is accepted for the loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the booking party during the holiday property hire period. The Owner shall have no liability to the Hirer or any member of the party during their occupancy.*

***These terms and conditions (including the Privacy and Cookie Policy ~ shown below) shall be deemed to have been accepted by the Hirer, and any member of the booking party, at the time of completion of the booking form (online or hard copy).***

## **Havenlea Cottage Privacy & Cookie Policy (updated May 2018)**

*We are committed to protecting and respecting your privacy. Please note that we are a member of **Premier Cottages**, a professional collective of independent luxury cottage owners, and that Premier Cottages promotes Havenlea Cottage on our behalf. You can also read the [Premier Cottages Privacy & Cookie Policy](#) by clicking the hyperlink to their policy.*

*This policy (together with any other documents we refer to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.*

*Please read the following carefully to understand our views and our practices regarding your personal data and how we will treat it.*

## **Who we are**

*"We" or "us" means the Owners of Havenlea Cottage, Newhaven Farm, Dans Lane, Leicester Forest West. If you wish to contact us, please [click here](#):*

***By contacting us, using our services or visiting our website, which is owned and controlled by us ("our site"), you are accepting and consenting to the practices described in this policy, unless you inform us otherwise.***

### ***Information we collect from you***

***We may collect and process the following data about you:***

### ***Information you give us***

***You may give us information about you by filling in forms on our site or by corresponding with us by phone, email or otherwise. This includes information you provide if you register to use our site, subscribe to our service, make a booking on our site, submit an enquiry about our property, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. The information you give us may include your name, address, email address and phone number, date of birth, financial information, personal description, dietary requirements, medical conditions, allergies, dependants personal information, next of kin details, employment status/history and group or family make-up.***

### ***Information we collect about you***

***With regard to each of your visits to our site we may automatically collect the following information:***

- ***Technical information, including the Internet Protocol (IP) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating systems and platform;***
- ***about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.***

### ***Information we receive from other sources***

***We may receive information about you from third parties such as online travel agents or booking engines. When that data is collected from you, you should be informed by those third parties at that stage that it may be shared internally by us and combined with data collected from multiple sources.***

***We also work with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.***

***We also receive information about you from cookies.***

### ***Cookies***

***Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve the site. By continuing to browse the site, you are agreeing to our use of cookies.***

***A cookie is a small file of letters and numbers that we store on your browser or the hard drive of the computer if you agree. Cookies contain information that is transferred to your computer's hard drive. We use the following cookies:***

**Strictly necessary cookies** – These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.

**Analytical /performance cookies** – They allows us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

**Functionality cookies** – These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

**Targeting cookies** – These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purpose for which we use them below:

To enable online bookings we use cookies provided by 'Holiday Bookings Online' software.

To enable us to monitor the usage of our website and the success of our marketing, we use **Google Analytics**, which uses a variety of cookies. These are **used to track visitors** and collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come from and the pages they visited.

If you would like to see a full up-to-date list of all cookies used by our website, you can use the following **cookie-checking website** <http://sitebeam.net/cookieelaw/test-your-compliance/> (there are a number of other cookie-checking websites available).

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

**You can block cookies** by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

### **Uses made of the information**

We use the information held about you in the following ways:

#### **Information you give to us**

We will use this information:

- notify you about changes to our service:
- ensure that content from our site is presented in the most effective manner for you and for your device.

Where you have indicated to us that you are happy for us to do so, we may also use this information to:

- *provide you with information about other services we offer that are similar to those that you already have enquired about or receive from us; and*
- *provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (email or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please leave the relevant box blank situated on the form on which we collect your data.*

### **Information we collect about you**

*Examples of how we will use this information includes (but is not limited) to;*

- *administer our services, and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;*
- *improve our site to ensure that content is presented in the most effective manner for you and your device;*
- *allow you to participate in interactive features of our service, when you choose to do so;*
- *keep our services, site and premises safe and secure;*
- *measure or understand the effectiveness of our service.*

### **Information we receive from other sources**

*We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the type of information we receive).*

### **Disclosure of your information**

*You agree that we can share your personal information with:*

- *our suppliers and sub-contractors for the performance of any contract we enter into with them to allow us to provide services to you, and only where they are under a duty to deal with your personal data in accordance with the law; and*
- *anonymously, with analytics and search engine providers that assist us in the improvement and optimisation of our site business.*

*We use third party processors and as such share your information with them. The processing of this information will be in line with the third parties privacy policy. The third party processors we use are as follows:*

- ***Holiday Bookings Online*** (for our booking engine)
- ***Premier Cottages*** (for promotion of our cottage)
- ***PayPal*** (our payment processor for credit/debit card payments)
- ***Google Analytics*** (anonymously, for the purpose of tracking customer journeys on our website)

*We will disclose your personal information to third parties:*

- *In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;*
- *if we are under a duty to disclose or share your personal data in order to comply with any legal obligation; or in order to enforce or apply our terms of use or terms and conditions of supply*

*services and other agreements; or to protect the rights, property, or our safety, the safety of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.*

*We are a member of [Premier Cottages](#), a professional collective of independent luxury cottage owners. Premier Cottages promotes our property on our behalf as well as other luxury cottages. As members of Premier Cottages we would like to give them your information so that they can contact you about other quality properties that you might like. You may unsubscribe from this service at any time as detailed in [Premier Cottages Privacy policy](#).*

### **Where we store your personal data**

*The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ('EEA'). By providing us with your personal data, you agree to this transfer, storing and/or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.*

*All information you provide to us is stored on our secure servers or on secure servers operated by a third party. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.*

*Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.*

### **Your rights**

*You have the right to ask us not to process your personal data for marketing purposes. We will ask for your permission before collecting your data if we intend to use your data for such purposes, or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. If you have given us permission to disclose information about you to a third party, you may revoke that permission at any time by contacting us at <mailto:info@havenleacottage.co.uk>*

*You have the right (subject to certain restrictions) to request any of the following; we ask that you send such requests to our contact details listed above:*

**Access** – to access all the personal data we hold about you;

**Erasure** – that we erase all personal data we hold about you, if that data is no longer being used for the purpose you have consented to or if you revoke your consent;

**Portability** – to copy or transfer the personal data we hold about you to another party.

*Our site may, from time to time, contain links to and from the website or our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for those policies. Please check those policies before you submit any personal data to those websites.*

### **Data retention**

*We will not store your data for any longer than is necessary. If you are a user of our services, then the information will be held for as long as you continue to use our services.*

*If you cease to use our services, your personal data will be anonymised for statistical purposes shortly after you stop using our services.*

### ***Changes to our privacy policy***

*Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our privacy policy.*

### **Contact**

*Questions, comments and requests regarding this privacy policy are welcomed and can be sent via <mailto:info@havenleacottage.co.uk>*

***These terms and conditions (including Privacy and Cookie Policy) shall be deemed to have been accepted by the Hirer, and any member of the booking party, at the time of completion of the booking form (online or hard copy).***



### ***Help and Advice?***

*Call now on 01455 888223*