

Terms and Conditions

General

This is a legally binding contract between the Property Owner, Sian and Matt Kirby and the Guest. The Property Owner is also referred to as "we" and "us".

The Guest is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The Guest is also referred to as "you".

The properties referred to being:
Dock Cottage and Sherwood House

Bookings

A non refundable booking deposit of £100 is payable on booking. The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge is payable not less than 8 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the Guest. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking.

The property is let for holiday purposes only and may not be used for any commercial, business or unlawful purpose.

Cancellation by the Guest

Cancellation of the booking by the Guest should be made in writing to hello@stayinbay.co.uk. Please ensure you have received a reply back from us to confirm the cancellation.

If the Guest cancels more than 8 weeks before the start of the rental period, they will lose the initial non-refundable deposit of £100.

If the Guest cancels less than 8 weeks before the start of the rental period, they will forfeit the full rental amount. However, we will attempt to re-let the property and if successful, you will be able to use the rental amount against a future booking. In the event that a cancelled booking cannot be re- let, the Guest will be liable for the full cost of the holiday.

We strongly recommend you take out holiday cancellation insurance.

Cancellation by the Property Owner

The Property Owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes unavailable and the Property Owner has to cancel the booking, the Property Owner will endeavour to find the Guest suitable alternative accommodation. If suitable alternative accommodation cannot be found, the Guest shall be entitled to a full refund. The Property Owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

The Property Owner is not liable for failure to perform their obligations if such failure is due to circumstances beyond their control, including but not limited to natural disasters, strikes, or governmental actions.

Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The Guest accepts that no refunds are available for such discrepancies.

The Property Owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

No parties or events are allowed. The Guest must ensure that nothing happens which causes a nuisance or inconvenience to occupiers of neighbouring properties, or adversely affects any insurance of the property.

Smoking is not permitted inside the Property. This must be strictly adhered to and is also forbidden to light candles in the property.

Any breach of these above conditions may result in termination of the booking without refund.

Number of Guests

The maximum number of people entitled to stay at this property is 4 people at Dock Cottage and 6 People at Sherwood House and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the Guest and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

Pets (only dogs are allowed)

Pets are allowed in the property subject to the Property Owner's agreement. All pets must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. The Guest shall be liable for all damage caused by his/her pet or any pet belonging to the Guest's party. A charge will be made for any additional cleaning required. The Property Owner cannot be held responsible for any accident or injury to a pet during their stay.

Arrival and Departure Time

Every effort will be made to have the property available from 3pm on the day of arrival. The property must be vacated by 10am on the day of departure. Early check-in or late check-out may be available upon request and subject to additional charges.

Information about keys and how to collect them will be provided once full payment has been received.

Parking Permit

Where a parking permit is provided with the property, the Guest must not enter the property to collect the permit prior to the stated arrival time of 3pm on the day of arrival.

The Guest agrees to take reasonable care of the parking permit and to return it to the property in the same condition as when collected, no later than 10am on the day of departure.

The Property Owner accepts no responsibility for the loss, misuse or non-return of a parking permit and shall not be liable for any parking charges, fines or penalties incurred as a result. Parking permits are purchased by the Property Owner. In the event that a permit is lost, damaged, mislaid or not returned at the end of the stay, the Guest will be liable for the full cost of a replacement permit.

Property Characteristics and Accessibility

Guests should be aware that some of the properties are traditional coastal cottages and may be several hundred years old. As such, they may feature characteristics typical of older buildings, including uneven floors, low ceilings, narrow doorways and steep or winding staircases.

The Guest agrees to take reasonable care when using the property and acknowledges that such features are part of the character of these properties. These properties may be unsuitable for Guests with mobility difficulties, young children or those who have difficulty with stairs.

Specific property layouts, including access between bedrooms and floors, are described in the property listing on the website, and the Guest confirms they have reviewed and accepted these details prior to booking.

Lost Property

Any items left at the property after departure will be retained for a reasonable period. The Property Owner will make reasonable efforts to contact the Guest if identifiable.

Any costs incurred in returning lost property, including postage and packaging, will be the responsibility of the Guest. The Property Owner accepts no responsibility for items lost or damaged after departure.

Liability

The Property Owner accepts no liability for any loss, damage or injury to the Guest, members of the Guest's party or their personal property, howsoever caused, except where such loss, damage or injury is proven to be a direct result of negligence on the part of the Property Owner.

The Guest and their party occupy the property entirely at their own risk. The Property Owner shall not be liable for any accident, injury or loss arising from the use of the property, its facilities, fixtures or contents, including but not limited to stairs, steps, changes in floor level, outdoor areas, parking areas or access routes.

Children must be supervised at all times.

Nothing in these terms and conditions shall exclude or limit the Property Owner's liability for death or personal injury resulting from negligence or for any other liability that cannot be excluded under English law.

Cleaning

We would like to think the Guest and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The Property Owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

Breakages

The Guest should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the Property Owner (or their representative) prior to departure. The Property Owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the Property Owner) will not be charged for.

Wi-Fi and Internet Access

Where Wi-Fi or internet access is provided, it is offered in good faith and for the Guest's convenience. The Property Owner cannot guarantee the speed, reliability or continuous availability of the service and accepts no liability for any loss or inconvenience caused by temporary loss of service.

Wi-Fi is provided for reasonable personal use only. No refunds or compensation will be offered for Wi-Fi or internet outages.

Data Protection

The Property Owner will only use the Guest's personal information for the purposes of administering the booking, managing the stay and complying with legal requirements. Personal data will not be shared with third parties unless necessary for the performance of the booking or where required by law.

By making a booking, the Guest consents to the use of their personal data in accordance with this clause.

Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the Guest to make any such problem known to the Property Owner (or their representative) immediately it becomes apparent, thereby giving the Property Owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The Property Owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising from these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.