



Alpha House, Alpha Cottage & St Hilda's Apartment: Terms and Conditions, including WIFI Internet Use

1. General

This is a legally binding contract between the property owner, and the holidaymaker. The property owner is also referred to as "owner", "we" and "us".

The holidaymaker 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 holidaymaker is also referred to as "guest" and "you".

The property referred to being **Alpha House OR Alpha Cottage, Church Lane, Fylingthorpe OR St Hilda's Apartment, St Hilda's Terrace, Whitby**

2. Payments

A booking deposit of 20% of the final balance is payable within 2 days of the provisional booking being taken. This deposit is **non-refundable***. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed.

The balance of the rental charge, is payable within 2 weeks of the start of the arrival date. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 2 weeks prior to the arrival date must be paid in full at the time of booking.

3. Price

All prices are inclusive of VAT at the prevailing rate and are subject to change if the rate changes. We reserve the right to increase or decrease the prices shown in the tariff list at any time. However, the price on the booking confirmation form will not be increased unless the booking is amended.

4. Confirmation of booking

When you receive your confirmation, you should check the details carefully. If anything is incorrect, you must tell us immediately. The owner cannot be held liable for any mistakes that arise from you providing the wrong booking details.

5. Cancellation by the Holidaymaker*

Cancellation of the booking by the holidaymaker should be made by email to: yorkshirecoasting@gmail.com

If at least 7 days notice is given, a refund of 50% will be given, **minus** the non-refundable deposit.

If less than 7 days notice is given you will be liable to pay 100% of the total price.

We strongly recommend you take out holiday cancellation insurance.

6. Cancellation by the Owner*

Where due to unforeseen circumstances the property becomes unavailable on the date booked, all rent will be refunded in full and the hirer shall have no further claim against the owners.

***COVID-19 Cancellations and Extensions.** *During the Coronavirus pandemic it may become necessary for us to cancel a booking, on public health grounds and refund any money paid in advance for the unavailable property:*

- i. If a booking needs to be cancelled, more than 5-days before arrival, due to a guest or a member of their party having contracted COVID-19 or ordered to isolate by 'track & Trace' (subject to testing confirmation) we will defer your booking to another available date within 18-months of the original booking.*
- ii. If the Government and / or local authority impose a restriction that prevents us from opening or prevents the guest from staying overnight we will refund the full rental cost paid to date.*
- iii. If a guest falls ill whilst at one of our properties with COVID-19 they must follow Government and NHS guidance on isolation at home. Should they wish to isolate in the property they are in; this will attract rental charges for the property, at the proprietors' discretion, particularly if we have to refund or move subsequent bookings to alternate providers in the area.*

7. Insurance

We recommend that you take out insurance to protect you against your losses. Please remember that there are a number of circumstances could necessitate your failing to take your holiday and we will not refund any monies other than as specified under point 5 above.

8. Number of Guests

The maximum number of people entitled to stay at Alpha Cottage is 4, at St Hilda's Apartment is 4, Alpha House is 5 (+1 with prior agreement/additional cost). Furthermore, only those people named on the booking form are entitled to stay. Note: All properties may not be suitable for anyone who has difficulty climbing steps or stairs due to the layout.

If it is found that more people than agreed are using the property, the holidaymaker and his/her party will be asked to leave immediately without any refund. Subletting or assignation of the let is prohibited.

9. Electricity / Heating is included in the rent.

10. Bedding and bathroom towels are included. Please bring your own beach towels.

11. Pets are not allowed in the property.

12. Strictly no smoking is permitted in the property.

13. Arrival Time: after **15.00** on day of arrival.

Departure time: before **10.00am** on day of departure for Alpha Cottage, Alpha House***11.00am during the pandemic** before **11.00am** on day of departure for St Hilda's Apartment.

14. Rights of entry

The hirer must allow owners and their representatives reasonable access to the property. Window cleaning and maintenance work may be carried out from time to time during your stay. The owner will try to do this with as little disruption to the hirer as possible.

15. Lost Property

We reserve the right to dispose of any property left in the property within 1 week of your departure. In the event that you require us to return any items, all postage and packaging charges will be at your own expense.

16. Liability

The owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

Children must be supervised at all times. The property may not be suitable for anyone who has difficulty climbing steps or stairs, due to the layout of the cottage, house and the apartment.

17. Descriptions

We take every good care to ensure that the accuracy of the property description. All information is given in good faith and believed correct at the time of printing. We cannot be held responsible for any errors or omissions. The holidaymaker accepts that no refunds are available for such discrepancies.

18. Care of the property, loss, breakages and damage

By renting the property, guests agree to keep the property and its contents in the same condition found at the beginning of the rental period.

Guests are responsible for the keeping of the property secure when not there, by ensuring all doors and windows are locked.

If you use the open fire in Alpha Cottage, guests are responsible for placing a fire guard into position, and ensuring the fire is not left unattended.

We would like to think the holidaymaker and their 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. All damages and breakages are the legal responsibility of you and should be notified to the owner (or their representative) before the end of your holiday. The cost of damage or breakages shall be payable on demand. Normally, minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, the owner (or their representative) reserves the right to charge you for any additional costs.

Should you find on arrival any damaged or non-working items, they must be reported to us immediately, so that matters can be rectified.

19. Acceptable Behaviour

We ask you to kindly consider neighbours by keeping reasonable noise levels and be respectful of the area and the property.

The owner (or their representative) is entitled to ask the holidaymaker to leave the property without any refund if, in the owner's (or their representative's) opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable. The owner (or their representative) reserves the right to refuse entry to anyone, who in the owner (or their representative's) opinion is not suitable or capable of taking charge of the property.

20. Guest use of the WIFI Internet

We provide a courtesy WIFI internet access for holidaymakers (You) on a best effort basis and expect that the service will not be abused.

You must not use the service for anything unlawful, obscene or offensive. You are responsible for ensuring that any of your dependents do not access any inappropriate material.

Access is via a firewall but is otherwise open and it is the holidaymakers responsibility to ensure the security of your devices and data,

The WIFI uses open standards but you are responsible for ensuring compatibility between your devices and the service we offer, we are not responsible if you are unable to use the service for some reason.

We will try and make the service available all the time, but it may be interrupted or limited due to maintenance or failures. Use of the service is entirely at your own risk and you are responsible for any loss that arises due to the service.

We reserve the right to immediately and without notice suspend your access to the service if we suspect there is any abuse of the service (e.g. transmission of a virus or illegal or abusive content)

The service is provided to you for the duration of your stay only.

We monitor use of the service including the IP and MAC address of devices using the service and URL's of services accessed via this service. This information will not be shared with anybody unless required by a law enforcement agency in connection with a service abuse.

By Using this Service (WIFI) you accept this policy.

21. 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 holidaymaker (you) to make any such problem known to the owner (or their representative) immediately it becomes apparent, thereby giving the owner (or their representative) the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

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

Any questions, please contact us at yorkshirecoasting@gmail.com
www.yorkshirecoasting.co.uk