



TERMS & CONDITIONS

Thank you for choosing to book with us – we hope you will enjoy your stay.

The following terms and conditions apply to your booking. They form the terms of a legally binding contract between us and you.

1. Terms

All terms are per week, or short break for the property as equipped and described in our particulars.

'Us' refers to the owners, Peter & Sonia Kempsey or anyone representing Alston Art Apartments on our behalf.

'You' refers to the person named as the person making the booking.

2. Restriction on bookings.

We do not accept bookings from anyone under 21 years of age. Where a booking is made by a responsible adult on behalf of persons under 21 years of age, we reserve the right to refuse a booking and will in any case require a security deposit to be made (see item 11).

3. Price:

The price payable includes your chosen accommodation for the number of nights stated on your booking.

The price is inclusive of electricity and gas, bed-linen and towels, and use of Wifi.

We do not charge VAT.

We reserve the right to correct errors in prices. We will advise you of any error at the time of booking or within 7 days of make your booking. You will be entitled to cancel and receive a full refund of all monies you have paid to us providing you notify us within 14 days of our advising you of the error.

4. Deposit & Balance:

A deposit is required in order to secure your booking, normally 20% of the holiday price.

Your balance is due and payable 30 days before your holiday start date.

For bookings made within 4 weeks of your holiday start date, you will be required to pay the full amount when you make your booking unless otherwise agreed between us.

5. Confirmation of booking:

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us.

A contract shall only arise when your booking is subsequently confirmed in writing by a confirmation email or via a letter of confirmation sent to you by post.

6. Payment methods:

You can pay by the following methods:

- credit or debit cards - please telephone (+44) (0)1434 382975 with your card details and your name and address as it appears on your card statement.
- Cheques – please make payable to Alston Art Apartments
- Internet bank transfer (Sort code 40-08-20, account no. 91387324)

7. Changes or Cancellation by you:

If you wish to re-arrange the dates, an arrangement fee of £25 will be charged. Please note booking dates cannot be changed within six weeks of your holiday.

If you cancel your holiday once a deposit has been paid, this is non-refundable. A charge of 50% of the total cost will be made if a cancellation is within 6 weeks of the start of the holiday and any cancellations made within 4 weeks of the holiday will be charged at the full rate.

Cancellations must be confirmed in writing

We advise you to take out your own travel insurance which provides for cancellation cover to safeguard against any unforeseen circumstances where you might have to cancel your holiday.

8. Changes or Cancellation by us:

In the unlikely event that we are forced to cancel your booking we will attempt to offer you alternative accommodation. Every effort will be made to accommodate you but if we cannot do so or if you do not wish to accept the alternative we offer, then we will refund all monies you have paid to us in full. We regret we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.

If you accept the accommodation and the new accommodation is normally charged at a lower rate, then the difference will be deducted from the final balance due from you (or refunded to you in the event that the final balance has already been paid). If the new accommodation is normally charged at a higher rate then you will not be charged for the difference. This is the limit of our liability to you in these circumstances.

9. Availability:

We reserve the right to alter or withdraw amenities or facilities that have either been advertised or previously available without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

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 emergency repairs need to be carried out).

We have the right to refuse to hand over accommodation to any person(s) who, in our reasonable opinion is not suitable to take charge of it. In such cases, all hire charges paid will be refunded in full, the contract shall be terminated and we will have no further liability.

10. Check-in & Departure:

The usual earliest check-in time is 3.30pm (subject to unavoidable delays). If you are likely to arrive after 5.30pm please let us know what time you expect to arrive.

You will normally be required to leave your property by 10am unless otherwise agreed. You are obliged to leave everything in a clean and tidy condition, and we reserve the right to charge you if in our opinion the accommodation needs additional cleaning than would otherwise be expected.

11. Security deposit:

Please note in the case of group bookings for more than 1 cottage, parties including children under the age of 16, or parties where all members are less than 21 years of age, and long stays (2 weeks+), we may ask you to pay a refundable security deposit of £100 at the time of booking or at check-in. Provided the property is vacated in a satisfactory condition the deposit will be refunded within 14 days of the departure date.

Charges payable by you due to your breach of our Damage, Loss & Breakage, Smoking, Occupancy or Pet policies (or if an additional cleaning charge is levied on departure) will be deducted from the security deposit prior to any refund. If the charges payable exceed the amount paid under the security deposit then you will remain liable for the balance.

12. Damage, Loss and Breakage:

We are sure that you will take care whilst you stay with us, and we acknowledge that accidents sometimes happen. All damage loss or breakages must be notified to us prior to your departure.

We do however reserve the right to charge for any damage, loss or breakages that we consider were deliberately or recklessly caused in the property during the period of hire. In the case of a group booking for two or more cottages you shall be responsible for any damage caused by any member of the party in any of the cottages booked.

13. Appliances:

If you discover a problem with any appliance you should notify us immediately and not attempt to repair yourself.

14. Noise & Nuisance:

You must not cause a nuisance or disturbance to neighbouring accommodation or behave in an unreasonable way. The playing of music or making any noise which is clearly audible in nearby accommodation is not permitted after 11pm. If we consider that guests are in breach of this policy, then we reserve the right to ask you to leave immediately, in which case you will not be entitled to a refund for the balance of your stay.

15. Smoking Policy:

We are a No Smoking Establishment. If we find guests have been smoking inside the accommodation, then we reserve the right to ask you to leave immediately. Whether or not you are asked to leave, we also reserve the right to charge further sums if we are unable to re-let the accommodation whilst it is fully aired. You will be notified in writing as soon as is reasonably practicable if evidence of smoking is discovered after you depart.

If you wish to smoke on the balcony or outside areas, this will be tolerated provided you wrap up and dispose of all cigarette ends in the outside rubbish bin provided for your property.

16. Maximum occupancy:

It is a condition of your booking that the total number in your party (excluding babies under 2) does not exceed the numbers advertised in the particulars for the properties. Additional visitors to the numbers booked are not permitted without prior agreement.

17. Block bookings for two or more cottages:

The organiser of a group or party booking is responsible for providing details of the party.

18. Use of the property:

House parties are not to be held in any of our properties.

19. Complaints:

Please notify us of any problems with your property so that we can try to take action to resolve it. We want you to enjoy your stay.

20. Pets:

We accept one well behaved pet in Naworth at a small additional charge (£20 per week or £12 per short break) provided this is authorised at the time of booking. You will need to bring your pet basket and feeding bowls with you. Please note pets are not allowed in bedrooms and are only accepted on the clear understanding that under no circumstances may they lie on the beds or on chairs or sofas. Pets must not be left unattended in or outside the property. Sorry, no pets in Sowerberry or Millstream.

In the interest of visitor safety, and following government legislation, we are sorry we are unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation.

21. Assistance dogs:

Registered assistance dogs will be accepted free of charge in Naworth

22. Your vehicles and other property:

Your vehicles and their accessories and contents are left entirely at your own risk. We will not be responsible for any loss or damage from or to any vehicle, or to any other article from any cause whatsoever other than in the case of proven negligence by ourselves or our employees or agents.

22. Personal liability:

We cannot accept liability for any damage, expense, injury, death or loss suffered by you or any member of your party from any cause whatsoever other than the proven negligence of ourselves or our employees or agents.

23. Data Protection Policy

Any data collected as a result of your booking will be stored in accordance with the provisions of current Data Protection legislation.

We may wish to send you information about our properties or inform you of special offers, or special events happening locally in the future. If you do not wish to receive such information please write to us to be removed from our mailing list.

25. Wheelchair/disabled persons.

Unfortunately our properties are not well suited for those with impaired mobility so please ensure you read our relevant Access Statement prior to making a booking if any members of your party are likely to experience difficulties staying in any of our properties.