

## **Frog by the Sea - Booking Terms and Conditions**

### DEFINITIONS:

“Booking” - booking a property at Frog by the Sea from the Website.

“Booking Conditions” - the terms and conditions of these booking conditions, including general notes on the website.

“Booking Form” - the booking form on the Frog by the Sea Website.

“Contract”- the contract between You and the Owner of Frog by the Sea, for renting your selected property at Frog by the Sea, it incorporates and is subject to these Booking Conditions.

“Owner” - the owner of Frog by the Sea (the terms “we” and “our” relate to the owner).

“You” - the person who makes a Booking (the term “your” relates to You).

“Website” - the Frog by the Sea Website at <https://frogbythesea.co.uk>

“Property” and “selected property” - the property advertised on the Website.

“Rental Fee”- the total fee (including rental, heating, electricity, use of bed linen/towels, and VAT) for hiring the Property you have selected from the Website or as otherwise agreed in writing or by email. The Rental fee does NOT include the additional charge for Dogs, charging electric vehicles or additional items you may ask the owner to arrange (special celebration decorations etc).

“Rental Period” - the period of time for which You wish to rent the Selected Property (as stated on the online Booking Form completed by You on the website).

“Frog by the Sea” means the selected property available for rent under these booking terms and conditions at Frogmore Farm, Chideock, Bridport, Dorset. DT6 6HT as described on the Frog by the Sea website.

**“COVID19 -IN THE EVENT THAT THE GOVERNMENT PROHIBITS TRAVEL,  
GUESTS THAT HAVE BOOKED THROUGH THE FROG BY THE SEA WEBSITE CAN  
SELECT EITHER A FULL REFUND OR A CREDIT VOUCHER TOWARDS A FUTURE  
STAY BOOKED THROUGH THE FROG BY THE SEA WEBSITE“**

### 1. Booking

A Booking can be made from our website using the secure online booking system and secure payment via World Pay (please note we do not know, store or have access to your card payment details). Please contact us by email [stay@frogbythesea.co.uk](mailto:stay@frogbythesea.co.uk) if you have any queries before booking or if you would like to arrange a phone conversation prior to booking

### 2. Contract

By making a Booking you are deemed to have made an offer to enter into a contract with the Owner for the letting of a selected property (you have selected from the website) at Frog by the Sea in accordance with the Booking Terms and Conditions.

2.1 Once you have successfully completed a booking via the online booking process on our Website (and once money due at the time of your booking has been received in cleared funds and in accordance with these Booking terms and conditions), the owner will send you a Booking Confirmation.

2.2 The Booking will be deemed accepted, and the Contract referable to the Booking will come into effect and be legally binding when the Owner issues a Booking confirmation to you.

2.3 You should check the confirmation form carefully and notify the owners immediately in case of any discrepancy or mistake.

### 3. Deposits

When you make your Booking, if the start date of your proposed Rental Period is more than 8 weeks away, You must pay a non refundable deposit to The Owner.

3.1 This deposit is one third of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.

3.2 If the Booking is made 8 weeks or less before the start of the Rental Period the entire Rental Fee is payable at the time as your Booking

3.3 The Owners reserve the right to cancel your Booking at any time and retain the deposit if the balance is not received by the due date. (I.e 8 weeks before the start of the Rental Period). A reminder will be sent by the Owner when the balance is due.

3.4 The Owner may at any time accept bookings from other customers for the Property until a Booking Confirmation has been issued to you. If the Property is unavailable for your selected Rental Period and the owner is unable to accept your Booking for this or any other reason, The owners will return all money received from you in full.

### 4. METHODS OF PAYMENT

Payment is via our website using secure payment via World Pay (by credit card or debit card).

4.1 In respect of Bookings made less than 3 weeks before the start date of the Rental Period, no credit card payments will be accepted, as payments must be made in cleared funds, i.e. by debit card.

### 5. CANCELLATION

If You cancel the accepted/confirmed Booking for any reason, you must notify the owner immediately by email **stay@frogbythesea.co.uk**

5.1 A cancellation charge is payable depending on the number of calendar days (or part thereof) before the Rental Period start date that the notice of cancellation is received (from you) by the owner.

5.2 The Cancellation charge payable is set out as follows; 1-28 days 100% of the rental fee. 29-56 days 50% of the rental fee. 57 days or more, full deposit (this being one third of the rental fee). The number of days refers to the number of calendar days (or part there of) notice given by you to the Owner to cancel before the Rental Period start date. The Cost refers to the percentage of the Rental Fee of the Selected Property.

5.3 For your own protection, we recommend you take travel insurance to cover losses or cancellation for an insurable reason.

5.4 If the Selected Property which you have booked and which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, you will be reimbursed any sums received from you in respect of the Contract.

## 6. CARE OF THE PROPERTY

You agree to keep the Property and its contents in the same condition and repair as found on your arrival at the Selected Property and shall procure that your guests shall also take such care of the Selected Property and its contents.

6.1 Your booking fee includes loss (which means the costs of making good any reasonable loss or damage to the Selected Property and/or its contents caused through act or omission of You, any of your guests or accompanying dogs) up to a value of £240 per booking. Where any such damage so caused exceeds £240 You agree to pay the owners, upon their written demand, any reasonable costs incurred in making good any such loss or damage above £240.

6.2 You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by the Owner (and the instructions in the instruction manual within the property).

6.3 You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including cleaning up after any animals which you have been permitted to bring to the Selected Property). The Owners may charge you for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

## 7. DOGS

Dogs are welcome at specified properties at Frog by the Sea.(up to three well behaved dogs at Frog by the Sea Cottage).

7.1 Dogs must be well behaved and properly controlled, supervised , and house trained. Dogs are not permitted to be left unattended in the property and are not allowed on the furniture.

7.2 There is an ADDITIONAL charge for dogs (£25 per first dog, and £10 for each subsequent dog per booking). Dogs should be added to the booking form and paid at time of booking (specifying breed/size). Complimentary metal dog bowls and towels are provided. Complimentary Stair gates and dog crate (subject to size suitability) are available on request (please state your requirements when you book)

7.3 Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed at the property at no additional cost.

7.4 Guests with allergies- the Owner cannot accept any liability for any suffering which may occur as a result of dogs having been present previously in the property.

## 8. RIGHT OF ENTRY TO THE PROPERTY.

The Owner shall have the right of entry to the Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

9. RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT - the Owner reserves the right to refuse Bookings from: a) groups of people under the age of 21; and/or b) hen or stag parties. You must inform the owner at the time of Booking if your party falls into either of these conditions.

9.1 The Owner reserves the right to terminate a Contract without prejudice to any rights and remedies accrued by The Owner or You which shall remain following termination and ask You and your guests (or any dogs) to leave the Selected Property immediately if it is deemed necessary by the Owner as a result of your behaviour or that of any of your guests (or any dogs) or any other material breach of these Booking Conditions. The Owner reserves the right not to refund to you any part of the Rental Fee in respect of the shortened Rental Period.

#### 10. COMPLAINTS

Should there be any cause for complaint during your stay in the Property, you should notify the owner immediately (by email or mobile phone message) and describe the nature of the complaint. The owner will use all reasonable endeavours to resolve the complaint.

Within the property there will be the telephone number of the owner, who you can contact in the event that you have a problem with the Property.

#### 11. RENTAL PERIOD

The Rental Period commences, (unless otherwise agreed between you and the owner by email), at 5.00 pm on the day of arrival and terminates at 9.00 am on the day of departure. If your stay extends beyond the period of hire, you may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

12. CHANGES OF RENTAL PERIOD The owner will endeavour, but are under no obligation, to consider a request from you to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if: the Selected Property is available for the new Rental period requested;(prices due in respect of any higher prices for the Selected Property for the new dates may apply).

13. USE OF SELECTED PROPERTY You agree that the number of people staying in the Selected Property will not exceed the maximum number stipulated on the website (in addition infants under the age of 2 years at the start of the Rental Period may also stay if sleeping in a travel cot (up to a maximum number of infants equal to the number of bedrooms at the Selected Property). One Travel Cot is available on request per property from the owner, any additional travel cots must be provided by you (COT LINEN IS NOT PROVIDED).

13.1 You agree that the Selected Property will be used for personal and domestic purposes only.

13.2 You agree that the Selected Property will not be used for any commercial purposes without the written consent of the Owner.

13.3 You agree that the Selected Property will not be used for any activity or in such a way that causes a nuisance or annoyance to neighbours of the Selected Property.

13.4 You and your guests will comply with any reasonable regulations relating to the Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/prior to your arrival at the Selected Property.

14. Smoking in any form, or vaping E-cigarettes is not permitted within the property (or on the Veranda of Frog by the Sea Cottage).<sup>1</sup>
15. If you wish to make a complaint after your Rental Period has ended please do so to the owner in writing. (By recorded mail), or by email within 14 days of your departure date but note that compensation cannot be offered where a complaint has not been raised during your stay.
16. Nothing in these Booking Conditions shall limit or exclude the liability of the Owner for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.
17. all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.
18. the Owner shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
19. The aggregate liability of the Owner to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding three times the total amount of the Rental Fee received from You.

#### 20. FORCE MAJEURE

The Owner shall not be liable for any delay or non performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. The Owner shall as soon as reasonably practicable upon it becoming aware of the same notify you.

#### 21. Travel Insurance

For your own protection, we recommend you take travel insurance to cover losses or cancellation for an insurable reason.

22. MISCELLANEOUS If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

22.1 You shall not, without the prior written consent of the Owner, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.

22.2 A person who is not a party to this Contract shall not have any rights under or in connection with it.

- 22.3 The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

### 23. GENERAL NOTES - WEBSITE DETAILS

on occasions there may have been a change of circumstances and the Website cannot always be up to date. For example, the local shop or pub may have closed for business. Please ensure that you check all of the details on your Selected Property (including price) with The Owner at the time of Booking. The owner will endeavour to notify you of any changes or inaccuracies in any information contained on the Website, or otherwise provided to you, as soon as reasonably practical after they become aware of any such change.

24. GUEST SAFETY The Owner takes the safety of guests very seriously. Therefore we ask that guests who stay in the Property take a few moments to think about their safety at the Property.

In particular You should:

Check the layout of the Property, so that in an emergency You and your party can get out quickly and easily.

Check the locations of the fire extinguishers and fire blanket and read the instructions for use.

Check the location of the first aid box.

Read and take note of specific safety information provided in the Property.

If you have any concerns about the safety of the Property, whether it be the garden, equipment or facilities, You should contact the owner immediately by email or mobile phone message.

24.1 The Hot tub cannot be used unless the Hot tub form has been completed and returned to the owner. Please read the separate Hot tub terms and conditions of use before booking.

25. Parts of the property are over 100 years old. Consequently the structure does not enable (for example) facilities such as ramps for wheelchairs. Frog by the Sea Cottage has a private stepped entrance (as per website photos ), and internal steps and internal staircase. You should contact the owner if you are unsure about any access information or description on the website in order to assess the suitability of the Property before placing a Booking. Please contact the owner prior to booking to discuss any particular needs that you may have prior to booking.

25.1 WIFI – Complimentary wifi is provided. Please note that internet access is offered at Frog by the Sea for recreational purposes only and is not meant for business use. Speed/service may vary and is provided to guests free of charge. Should guests experience difficulties or loss of use, the owners will not be held responsible.

26. LOCATION - Frog by the Sea is located in a stunning area of outstanding Natural beauty. You may experience some animal and wildlife noise from the surrounding countryside or coast and occasionally noise from grass cutting or other farm machinery or activities. In this glorious rural coastal area insects, wildlife and other creatures are sometimes seen and heard.

27. COMPLAINTS The Owner aims to ensure you have an enjoyable and comfortable stay at their property. Unfortunately, things sometimes can go wrong while on holiday but these situations are always best resolved at the time.

Your contract is between You and the Owner, therefore in the event of a problem you should contact the owner immediately (by email or mobile phone message) to allow remedial action to be taken. However, please note any complaints raised after your holiday will not result in any form of

compensation. The property you have booked is a domestic home and the Owner does not always have access to 24 hour a day maintenance services.

28. GUEST DAMAGE You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.
29. OTHER ISSUES Building Work: the Owner can not be held responsible for any buildings or road workings which may be carried out close to the Property. Where they are aware of any anticipated works, they will endeavour to advise You in advance.
30. Special Requests: Special requests may be made prior to your arrival and whilst the owner will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by the owner form part of our contractual obligations.
31. Withdrawal of Facilities: The owner reserves 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 their control.
32. Please note: The owner reserves the right to update Booking Conditions from time to time. Any updates to the terms printed here will be reflected on our Website, and included in the contract that you receive.

REVISED 12 June 2020

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