

Lobster T & Cs

Terms & Conditions - The Lobster Norfolk
UPDATED 01 OCTOBER 2023

These terms are between you and us.

1. DEFINITIONS

1 When the following words with capital letters are used in these Terms, this is what they will mean:

Arrival Date/Time:

the date on which your Booking will begin and the time the Property will be made available to you.

Balance Due Date:

6 weeks (42 days) before your Arrival Date, except in circumstances where Booking Confirmation is issued less than 6 weeks (42 days) before the Arrival Date (in which case the balance is due upon Booking).

Booking:

the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.

Booking Confirmation:

the written acceptance of the Booking Reservation which may include more information such as details around arrival and departure, directions, Property Rules etc.

Booking Deposit:

25% of the total Booking Price, required from you when making the Booking to secure the Property for the duration of the Booking OR any deposit stated as being required that will not exceed 25% of the total Booking Price.

Booking Price:

the total price as charged to you for the Booking including any additional charges as set out on the Website or otherwise notified to you when making a Booking.

Booking Reservation:

the Guest's request to book a Property for holiday letting purposes.

Business Day

a day other than a Sunday or public holiday in England when banks in London are open for business.

Business Hours:

09:00 to 17:00 on any Business Day.

Cancellation Fee:

a fee of £50 payable in the event that you have to cancel your Booking as per clause 9.

Contact Details:

the details found on the Contact Us page of our Website for general enquiries. Property details will be included in our communications with you by email, included in the digital guide and any guide within the Property.

Departure Date:

the date (and time) on which your Booking will end and you must vacate the Property.

Electric Vehicle Policy:

a separate document that will be supplied to you (where applicable).

Events Outside of the parties Control:

as defined in clause 11.

Guest (you/your):

the individual who makes the Booking Reservation and will attend and make use of the Property (further to Booking Confirmation) with their party.

Property:

the property/properties provided for holiday letting purposes, details of which have been made available on the Website.

Property Rules:

specific restrictions applicable to a Property as detailed on the Website.

Terms:

these terms and conditions on which your Booking is supplied to you.

The Lobster Norfolk (we/our/us)

Security deposit:

a refundable (subject to clause 4.5 of these Terms and Conditions) deposit of £200 charged per Booking and held for 2 days prior to your Arrival Date, the duration of the Booking, and for up to 7 days after the Departure Date, in case damage is caused to the Property.

Website:

www.thelobsternorfolk.co.uk

2 When we use the words "writing" or "written" in these Terms, this will include email and letter if not email is available but excludes fax.

3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

2. OUR CONTRACT WITH YOU

1 Please ensure that you read these Terms carefully, and

check that the details on the Booking (including the Arrival Date and time, number of guests etc) and within these Terms are complete and accurate before you submit the Booking Reservation. If you think that there is a mistake within these Terms or that these Terms require any changes, please contact us to discuss. We will confirm any changes to these Terms in writing to avoid any confusion between you and us.

2 If you have booked the Property through an online travel agent, the agent may have different terms which will also apply. Please ensure you are familiar with both the online travel agent's terms and our Terms and Property Rules. Where our Terms and the terms of the online travel agent conflict, the online travel agent's terms will take priority. Please note that where you have paid an online travel agent, no payment is due under these Terms unless charges for extras are applicable.

3 Once you submit a Booking Reservation to us, you will have 5 days to pay the Booking Fee and Booking Deposit (or the full Booking Price if the Booking Reservation is made within 6 weeks (42 days) of the Arrival Date) in order to secure your Booking. On receipt of payment, we will send you a Booking Confirmation email (or letter in the post, if you do not have or have not provided an email address).

4 These Terms will become binding between us once we issue you with the Booking Confirmation. If you have booked through an online travel agent, the reservation system may automatically generate a booking summary to be emailed to you. This does not form a contract between us. These Terms become binding once you receive our Booking Confirmation.

5 If any of these Terms conflict with any term contained within the Booking Reservation, the Booking Confirmation, or the Property Rules, these Terms will take priority.

6 We reserve the right to refuse Bookings we no longer wish, or are able, to take within 1 week of issuing the Booking Confirmation. Any Bookings that are refused within this time will be refunded any monies paid to date in full.

7 You confirm that the individual making the Booking Reservation is over the age of 18. There must be at least 1 adult over the age of 18 in the booking party.

8 The maximum number of people who can stay in the Property will be notified to you on the Website. You guarantee that you will not exceed that number. Visitors are welcome during the day with our permission. Overnight visitors are not permitted without prior notice and permission. Additional camp beds, tents, caravans, and camper vans are not permitted on site.

9 We require the names of all persons staying at the Property as part of the Guest's party who are over the age of 18. We also require the names of any day visitors to the Property.

10 We do not accept hen or stag parties and we reserve a right to refuse to issue any Booking Confirmation at our discretion.

11 You agree not to arrive at the Property before the Arrival Date and time and to depart from the Property on or before the Departure Date and time. The Property will not be available at any time outside of the times reserved by you. We reserve the right to make an additional charge in the event that you have not left the Property by the agreed Departure Date and time. If you fail to depart by the Departure Date and time, we reserve the right to charge an immediate additional fee of £25, and further £25 per hour thereafter.

12 Any illustrations, photographs, and other imagery displayed are for illustrative purposes only and are subject to change without notice.

13 The Property shall be used only by you and your party as detailed on the Booking Reservation. You agree that you will not sub-let the Property.

14 The Property is provided for holiday letting purpose only for the specified period as detailed in your Booking Confirmation. For the avoidance of doubt, these Terms do not create a landlord and tenant relationship between you and us and you will not be entitled to any:

1 new tenancy; or

2 assured short hold or tenancy; or

3 any statutory protection either under the Housing Act 1988 or by way of a statutory security of tenure, now or from the Departure Date of the Booking.

3. CHANGES TO BOOKING OR TERMS

1 We may revise these Terms from time to time in the following circumstances:

i) changes in how we accept payment from you;

ii) changes in relevant laws and regulatory requirements; or

iii) if we have a valid commercial reason to do so.

2 If we have to revise these Terms under clause 3.1, we will give you at least 14 days written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.

3 If you wish to change the dates of your Booking or amend your Booking in anyway, please contact us in writing via the email address in our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences

in price.

4. ENJOYING THE PROPERTY & RESTRICTIONS

1 We will supply the Property to you for the period set out in the Booking Confirmation.

2 Access to the Property is subject to your adherence to these Terms and the Property Rules.

3 We will make every effort to make the Property available to you on time. However, there may be delays due to an Event Outside of the Parties Control. See clause 11 for our responsibilities when an Event Outside of the Parties Control happens.

4 If you do not pay us for your Booking when you are due to, access to the Property will not be permitted and the Booking will be cancelled.

5 You shall take proper care of the Property and its contents during your Booking and may lose your Security Deposit and/or receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which it is found at your Arrival Date. This includes, but is not limited to, the cost of repairs and additional cleaning.

6 Any Property Rules provided to you via the Website, shall be incorporated into these Terms and breach of any of the Property Rules will be treated as a breach that entitles us to cancel the contract. Any breach of these Terms or the Property Rules will be subject to a minimum charge of £30 per person or the value of any loss of damage, whichever is higher. At our discretion, we may request immediate departure from the Property without refund.

7 We will issue you with access information including any key safe codes by email prior to the Arrival Date. If you lose or damage a set of keys, we will invoice you the cost of the replacement. Failure to return the keys before or on the Departure Date will result in further charges.

8 No smoking or vaping is permitted in the Property. You may discretely smoke or vape outside, unless expressly prohibited in the Property Rules. You must be respectful towards your surroundings and dispose of cigarettes safely in appropriate containers. If it is evident that smoking or vaping has occurred within the Property during your Booking, you will be asked to vacate the Property immediately and will be liable for any costs incurred deep cleaning, redecorating and cancelling all or part of any subsequent bookings if the Property has been rendered uninhabitable. If you smoke or vape outside during your stay in a manner which is at our discretion unacceptable, for example by littering, you will be liable for any costs incurred, including but not limited to the cost of any

clean-up.

9 No naked flames, bonfires, firepits (except where provided by us), fireworks or any type of sky lanterns are permitted in or around the Property. The Lobster provides an electric outdoor BBQ during the summer months.

10 Internet access is offered on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.

11 If you wish to have a third party to provide services on the Property premises, this will only be allowed where we have provided written approval of such third parties ahead of the Arrival Date. Any third party will be bound by the Property Rules and must carry suitable levels of insurance. Please contact us using the Contact Details to discuss any such third party.

12 If any defects are noted upon your arrival, please notify said defects within the first 24 hours to us. Where a defect has been identified we must be given the opportunity to identify the defect (either by photos or a visit to the Property at a mutually suitable time) and satisfactorily rectify this defect or come to an agreement/resolution with you. Failure to allow a resolution will negate any future refund claims. Thereafter you will be deemed to have accepted the condition of the Property. If damage to the Property occurs during the Booking, you must report it to us immediately. In any event this must be done within 24 hours of the defect or damage occurring. Reasonable steps will be taken by us to rectify any defects or damage that is reported. All defects or damage must be reported to us, prior to the Departure Date.

13 Please ensure you are familiar with the Property's location and that the Property is suitable for your needs. You will be deemed to have accepted the suitability of the Property at the time of making your Booking Reservation. The Lobster is in a rural location and the road leading to The Lobster is bumpy and sandy.

14 Please respect the surrounding area, any neighbouring properties and the beach and all its wildlife and birds. You must also comply with any applicable laws and rules throughout your Booking, including but not limited to [The Countryside Code](#).

15 You are encouraged to enjoy the Property and grounds, including making use of the facilities. Your use and enjoyment of the Property and grounds must be solely in accordance with these Terms, the Property Rules and/or any signage or instructions given to you by us. You

hereby acknowledge that enjoyment of the Property and grounds is at your own risk.

16 The Guest acknowledges that it is the lead member of the booking party and shall be responsible for ensuring the compliance of the whole booking party with these Terms, the Property Rules and/or our signage or instructions. Children and any pets must be supervised within the Property's grounds.

17 You acknowledge and accept that no parties are permitted at the Property and any music must be kept at a respectful level. Any outdoor music must be turned off by 10pm and noise limited to a respectful level.

18 There is an electric vehicle charging point (Voltshare) at the Property to be used for charging electric vehicles only. There is a Voltshare app you will need to download and follow the instructions. You are not permitted to use a portable domestic charger (also known as a 'granny charger') to charge your vehicle from a socket at the Property. Charging of electric bikes and wheelchairs is not permitted.

19 We reserve the right to request your immediate departure without refund where you have in our discretion acted unreasonably and in a manner which may impair the enjoyment, comfort or health of others, including but not limited to breaching this clause 4.

20 We (including but not limited to tradespeople) reserve the right to enter the Property at all reasonable times for the purpose of inspection or to carry out any repair deemed necessary to the Property and its contents. We will endeavour to agree times with you where possible.

21 All belongings and vehicles are left at the Property at your own risk. Please ensure all belongings are removed by the Departure Date as the return of any lost property cannot be guaranteed and will incur charges. If the Owners are asked to return items left at the Property, there will be an administrative fee of £25 per parcel sent plus the cost of postage and packaging.

5. DOGS

1 Dogs are permitted at the Property at no additional charge. Please provide details of the dogs you intend to bring at the time of booking.

2 Details of features provided at the Property for your dogs can be found on the Website, or by contacting us directly.

3 You are responsible for your dogs at all times.

4 You will be liable for any damage caused by dogs including where the Property is not left sufficiently clean and for any dog waste that

has not been removed from the Property and the surrounding areas. The cost of any repair, replacement or extra cleaning will be retained from the Security Deposit and any further costs invoiced to you.

5 We are not liable for any allergies that are affected as a result of dogs present in previous occupancy.

6. PRICE AND PAYMENT

1 The Booking Price will be set out on the Website, at the time of submitting your Booking Reservation and as detailed in your Booking Confirmation.

2 All Payments may be made by BACS transfer (please use your surname and booking number as the reference on all BACS payments), debit card or credit card. We do not accept payments by cheque or cash.

3 Where VAT is chargeable, it is included in the sums given.

4 Where your Booking Reservation is more than 6 weeks (42 days) from the Arrival Date, you must pay a minimum Booking Deposit as notified to you upon submitting the Booking Reservation. The remaining balance of the Booking Price must be paid by the Balance Due Date.

5 Where your Booking Reservation is made with less than 6 weeks (42 days) before the Arrival Date, you must pay the full balance of the Booking Price at the time of making a Booking Reservation.

6 We will notify you before the Balance Due Date that payment is due. If payment is not received we will try and contact you. If we cannot contact you or you do not make any payment due to us by the Balance Due Date for payment, we will treat the non-payment as your cancellation of the Booking and therefore termination of this contract. In these circumstances, your rights to a refund are set out in clause 9.

7. LEGAL RIGHTS AND COMPLAINTS

1 As a consumer, you have legal rights in relation to your Booking where it is not offered to you with reasonable skill and care, or if the service provided to you is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights. However we ask that you contact us in the first instance using our Contact Details.

8. OUR LIABILITY TO YOU

1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit any liability which cannot be excluded or limited by law.

2 If we fail to comply with these Terms, we are responsible for

loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.

3 We only supply the Property for domestic and private use. You agree not to use the Property for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

4 We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings, pets or vehicles, howsoever caused.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

1 We strongly recommend that you take out an appropriate travel insurance policy before placing your Booking Reservation.

If you have chosen not to take out appropriate travel insurance then the following applies.

2 If you need to cancel your Booking, we will make the Property available for re-let. If we are able to re-let the Property, we will refund money paid less our administration fee of £50, and subject to any difference in price between the Booking Price and the re-let price.

3 You may cancel a Booking before the Arrival Date by contacting us using the Contact Details. All cancellations will be subject to 9.2 above and then the following refunds dependant on the amount of time before the Arrival Date:

Up to 8 weeks (56 days) before the Arrival Date = all monies paid less the Booking Deposit.

Between 56 days and 29 days before the Arrival Date = 50% of the Booking Price.

Less than 28 days before the Arrival Date = 0% of the Booking Price.

* Unless we can re-let the property – see 9.2*

4 We will confirm your cancellation with you in writing/email and notify you of any payment or refund due to you at that time.

5 Please note that if you need to cancel because you are ill, including where you are showing symptoms of illness (for the avoidance of doubt this includes Covid19 and/or self-isolating due to Covid19, and

any other endemic disease), this will be treated as a cancellation by you and not an Event Outside the Parties Control (Clause 11). We strongly recommend you consider insurance for this potential eventuality.

6 If you depart voluntarily from the Property before the Departure Date, no refund shall be given. Similarly, if you fail to show for your Booking this will be regarded as a cancellation and will not be refundable.

7 Where you have cancelled a Booking because of our failure to comply with these Terms or if we change these Terms under clause 3.1 and you elect to cancel the contract (except where we have been affected by an Event Outside of the Parties Control), you do not have to make any payment to us and we will refund any monies paid in full.

10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

1 We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.

2 If we have to cancel a Booking under clause 10.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you in full.

3 We may cancel the contract for your Booking at any time with immediate effect by giving you written notice if you:

- 1 do not pay us when you are supposed to; or
- 2 break the contract in any other material way.

11. EVENT OUTSIDE OF THE PARTIES CONTROL

1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving 5 Business Days written notice to the affected party.

2 An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests or utilities failure or interruption.

3 Weather will only be included as an Event Outside of the Parties Control where a red weather warning in respect of snow, ice and/or wind has been issued by the Met Office for the Property area.

4 In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific terms at such a time via the Website and will communicate this to you via the contact details provided us.

5 For the avoidance of doubt, illness and/or self-isolation due to Covid19 and/or showing symptoms of Covid19 and/or any other endemic disease will be treated as a cancellation by you and not an Event Outside the Parties Control.

6 Should any event or circumstance beyond our reasonable control occur which means the Property cannot be provided to you, we will let you know as soon as possible so alternative accommodation and/or a refund can be arranged for you.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

1 We will use the personal information you provide to us to:

- 1 provide your Booking;
- 2 process your payment for your Booking;
- 3 process identity checks where necessary; and,
- 4 inform you about similar products or services that we provide,

where you have permitted us to. You may stop receiving these at any time by contacting us.

2 All data you provide to us will be treated in accordance with our Privacy Policy, available to view at www.thelobsternorfolk.co.uk

13. OTHER IMPORTANT TERMS

1 We may transfer our rights and obligations under these Terms to another individual or business, but this will not affect your rights or our obligations under these Terms.

2 Except for you (the Guest) and us, no other person shall have any rights to enforce any of these Terms.

3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you (or if we delay in doing so) that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing,

and that will not mean that we will automatically waive any later default by you.

5 These Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

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UPDATED 1 OCTOBER 2023