

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website www.thelookoutironbridge.com and rules around booking The Look Out (**our site**).

WHO WE ARE AND HOW TO CONTACT US

www.thelookoutironbridge.com is a site operated by a local family (mother and son) ("We"). We are not a limited company. To contact us, please email info@thelookoutironbridge.com.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy
- Our Cookie Policy, which sets out information about the cookies on our site.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 10 May 2019.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. Our site is directed to people residing in United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual

property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our privacy policy.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law

enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact info@thelookoutironbridge.com.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

THE LOOK OUT IRONBRIDGE

"The Lookout Ironbridge" is an unregistered trade mark and has been associated with the cottage in Ironbridge Gorge for over ten years. You are not permitted to use "The Lookout Ironbridge" without our approval.

BOOKING RULES

We enter into this Agreement as principal for Bookings made for The Look Out.

In these Terms and Conditions, the following definitions apply:

1. Definitions

"we" means The Look Out, 8 Severn Bank, Ironbridge TF8 7AN

"Booking" means the booking for The Look Out.

"Contract" means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

"The Look Out" means 8 Severn Bank, Ironbridge, TF8 7AN the premises for which your Booking is made.

"Terms" means these terms and conditions.

"Websites" means www.thelookoutironbridge.com or any other website owned or operated by us relating to The Look Out from time to time. All our bookings are

currently made via www.sykescottages.co.uk as we do not operate an ecommerce website.

“VAT” means value added tax where applicable. We are not VAT registered as we are a small business but www.sykescottages.co.uk are VAT registered and may charge VAT on any Bookings

2. Bookings

All Bookings at The Look Out are subject to these Terms. At the time of booking or at check-in, we or a third-party payment provider will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

3. Charges

The prices displayed on the Websites are an average per night until a rate is selected. No meals are included, this is a self-catering cottage. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected on the Websites, the total for your requested stay shall be displayed on the reservation summary. Prices shall be charged in the local currency.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date.

4. Check-in/ Check-out Requirements

The Look Out has a security key box, the location and access code will be provided on the Booking confirmation. Check in will be from 15.00hrs. On the day of departure, we kindly ask guests to vacate The Look Out by 11.00hrs and replace the key back into the security box. Please note we reserve the right to charge for lost or replacement keys.

5. Payment

As we are not a transactional website so all Bookings and payments must be made via www.sykescottages.co.uk. In the event you book directly via us we can only accept payment via bank transfers or PayPal at this stage. Full payment for the duration of your stay will be taken prior to your arrival.

6. Cancellation Policy and No Shows

The cancellation policy.

See www.sykescottages.co.uk for their cancellation policy.

7. Changes or Cancellation by the Company

Very occasionally we may need to cancel your Booking.

In such circumstances you will be given a full refund, but we shall have no further liability to you arising out of such cancellation.

8. Damage

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

9. Accessibility

The Look Out is located on a steep hill and there are high steps in the rear garden. Wheelchair users need to take extreme care when accessing the property.

10. Leisure

We plan to install a hot tub in the rear garden, this section will be updated once the hot tub is installed.

11. Parking

There is no parking at The Look Out. However, you will be provided with a guest parking permit allowing you to park in any car park at within the Gorge and on the high street. You may park outside the cottage to load and unload your luggage. If you are planning on traveling during your stay, we recommend the high street for parking or the main car park located a short walk away. If you plan to stay in Ironbridge and not use your vehicle then we recommend parking in the square near the shops opposite the Ironbridge. Please note this car park can get busy and it can be difficult to manoeuvre so getting here early is advisable. We will provide you with a man of all the car parks within the area. Please note that on departure you must remove the parking permit from your vehicle and leave it in the kitchen where you found it. We reserve the right to charge a fee for lost or accidentally taken parking permits.

12. Guest Behaviour

The Look Out is a home that has been converted in to a holiday let. The residents nearby all live in the area. So please take this into consideration when accessing and departing the cottage especially in the early hours of the morning. Please treat the cottage as you would your home. We have a shoe box for you place your shoes in the hall way and we also have some slippers for you to wear with in the cottage. This is for your comfort but also to ensure the cottage is kept debris and dirt free as much as possible.

13. No Smoking

Guests are not permitted to smoke in the cottage or the rear garden. If you need to smoke, you may do so outside the confines of the Property.

14. Children

Due to the location and the cottage being one bedroom The Look Out is not suited for children. Please contact us if you have any questions.

15. Pets

Pets are not permitted at The Look Out.

16. Media

WIFI and a smart TV are provided. Details on use will be left at the cottage when you arrive.

17. Force Majeure

We accept no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

18. Limitation of Liability

We will not be responsible for the loss or damage of any property left in The Look Out. We will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of us, its employees, contractor or agents or otherwise). Our total liability shall not exceed the value of the charges received by it under the Contract. Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by our negligence or liability for fraud or fraudulent misrepresentation.

19. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising in connection with it are governed by English law.

The English courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations. Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

20. Web Site Information

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, we do not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice.

The content of the Websites is the copyright of us, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent. Trademarks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third-party sites.

The Websites are operated by Us.