

## **Consider the Lilies Bed and Breakfast Terms and Conditions**

These terms and conditions regulate both the Booking you ordered through Our Website and the occupation of your Room or other facilities when you come to our House. When you use Our Website or book a Room, you confirm your agreement to these terms.

We are Consider the Lilies Bed and Breakfast, a company registered in Ontario, company number 1000261832.

Our address is 16571 Ninth Line, Stouffville, ON, L4A 3N8

You are: Anyone who uses Our Website.

### **These are the agreed terms**

## **1. Definitions**

“Booking”	means the booking of the accommodation offered by us on Our Website.
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all the web pages controlled by us.
“Room”	means any room offered for Booking.
“House”	means our bed and breakfast at the address given above.
“Services”	means the provision by us of any accommodation and/or supply of food and drink and other services.

## **2. Interpretation**

In this agreement, unless the context otherwise requires:

- 2.1. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.2. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.3. all money sums mentioned in this agreement are calculated net of HST, which may be charged when payment is due;
- 2.4. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

## **3. Basis of Contract**

- 3.1. In entering into this contract, you have not relied on any representation or information from any source except the Booking details, the descriptions of the Rooms and explanation of the Services given on Our Website.
- 3.2. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Room and Services are suitable and satisfactory for your requirements.
- 3.3. The contract between us comes into existence only when we write to you to confirm that the Room you want is available. Your payment does not create a contract. If we decline to Book a Room we shall immediately return your money.
- 3.4. We may change this agreement and/or the way we provide a Room, at any time. If you make any payment for Rooms or Services in the future, you will do so under the terms posted on Our Website at that time.
- 3.5. One or more notices in a Room you have booked or around the House may contain information or our requirements as to procedures and behaviour. By accepting this agreement, you are deemed to have accepted these notices as being incorporated in this contract, conditionally only upon your reading them.

- 3.6. If you book a Room in the name of a business or company, you confirm that you have full authority to do so and you accept personal liability for any breach of this contract by any person who comes onto our House.

## 4. Your Booking

- 4.1. You may place a Booking either by:
- 4.1.1 giving your credit card details at the time of Booking by telephone; or
  - 4.1.2 paying the fee via e-transfer; or
  - 4.1.3 paying for your Booking in full in advance of your arrival, by telephone.

- 4.2. If you give us your credit or debit card details we will process the required deposit and will process the remainder of your payment on your arrival. The card you use must have an expiry date that is valid until after the date of your stay.

*OR*

- 4.3. In making a Consider the Lilies Bed and Breakfast Booking you agree not to use the House or its facilities to conduct any commercial activity or activity that seeks to gain profit without prior written consent from Consider the Lilies Bed and Breakfast.
- 4.4. We reserve the right to terminate your Booking and retain any money paid to us for such Booking if we reasonably believe that you are in full or part breach of this agreement [or condition mentioned in the last-previous sub paragraph].
- 4.5. You may make a Booking on someone else's behalf. You are responsible for ensuring that any customer in your booking complies with these terms as if that customer had made the Booking.
- 4.6. You can only make a Booking if you are 18 years old or over. If you arrive at the House and are under 18 years of age you will not be permitted to stay alone. We may require photo id as proof of age.
- 4.7. Sale rates are only available on Our Website.
- 4.8. You must ensure that the name on a Booking is correct at the time of Booking. Except the conditioned mentioned in these terms, this cannot be changed after making the Booking.

## **5. Security of your credit card**

We take care to make Our Website safe for you to use.

- 5.1. Card payments are not processed on our Website. We require that payment is made via telephone where we will process your credit card payment. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 5.2. If you have asked us to remember your credit card details in readiness for your next booking, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

## **6. The price and payment**

- 6.1. Room prices are per Room, per night. Breakfast is included in the room rate. No other meals are included in the Room rate.
- 6.2. The price you pay is the price mentioned on Our Website at the point of enquiry.
- 6.3. Currently, we do not collect HST. This may change at any time and will be communicated via Our Website..
- 6.4. We accept payment by cash, credit/debit card (VISA, MasterCard, American Express), e-transfer or your business cheque. We do not accept personal cheques..
- 6.5. We accept payment by cheque on a company or business account provided we have it at least two weeks before the arrival date. We negotiate all cheques immediately on receipt. If a cheque is not honoured at first presentation, the reservation is cancelled.

## **7. Cancellation and relocation**

- 7.1. A Room is reserved up to 6.00 pm on the arrival date unless you have made other arrangements with us in writing.
- 7.2. We will refund 100% of your booking deposit if cancelled with 7 days notification. We will refund 50% of your booking deposit if you cancel with 48 hours notice. There is no refund for cancellation made with less than 48 hours notice. The balance of your room rate will be

charged to your credit card for failure to arrive for your booking (no shows).

- 7.3. The confirmation of cancellation that we send to you is your proof of cancellation and should be retained by you.
- 7.4. If a Room is unavailable on arrival (due to any reason) then, we will either:
  - 7.4.1 provide an alternative Room in the House; or
  - 7.4.2 at your request, cancel your Booking and refund you any money you have paid in advance for the Rooms including related additional services (if any).
- 7.5. If you are due to pay on arrival at the House we will take payment for the cost of the Booking. Any additional costs over and above the original cost of the Booking can be charged for reasonable transport costs, car park charges (if any).

## **8. Arrival and departure**

- 8.1. Rooms are available from 2.00 pm on the arrival date or at a time negotiated with us.
- 8.2. Please let us know if you are likely to arrive after 10.00 pm.
- 8.3. Your Room must be vacated by 11.00 am on the day of departure. If you do not fully vacate by this time, we may charge you for an additional night.

## **9. Our minimum provision: Rooms.**

- 9.1. All rooms are provided as described on our website. Modifications to the reservation and accommodations provided will be decided on booking.
- 9.2. Breakfast is served between 6.30 am and 9.00 am.

## **10. Restrictions**

For yourself and every person who comes to your Room, you agree that you will not:

- 10.1. bring any pet animal into the House;
- 10.2. smoke in any part of our House. If you do, we may terminate your stay immediately, and you will not be entitled to compensation;
- 10.3. use in the House any electrical appliance without obtaining our specific consent in advance;
- 10.4. cause damage to any part of the House, any Room, or any fixture, fitting or furniture. If you do, you agree to pay us immediately the sum we estimate as the cost of making good that damage.

## **11. Your indemnity**

You now agree to indemnify us against all loss, including economic loss, caused to the House, its staff, contractors, clients and guests, arising from:

- 11.1. your breach of this agreement;
- 11.2. damage to any Room, fixture, fitting or furniture by you or any person for whom you have made a booking, or who is in your party;
- 11.3. any adverse effect you may have on any third-party customer or client of ours, or any actual or potential booking by any such person.

## **12. Miscellaneous matters**

- 12.1. Our privacy policy is strong and precise. It complies fully with the Personal Information Protection and Electronic Documents Act 2000 which is at <https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personal-information-protection-and-electronic-documents-act-pipeda/>
- 12.2. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

12.3. Any communication to be served on either party by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting

12.4. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

12.5. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.

12.6. We are not liable for any failure or delay in any circumstance beyond our reasonable control, including postal communication, a supply of electricity and water or fire alarm evacuation.

12.7. The validity, construction and performance of this agreement shall be governed by the laws of the Province of Ontario, and you agree that any dispute arising from it shall be litigated only in that Province.