

HOLIDAY COTTAGEWILTSHIRE.CO.UK: BOOKING CONDITIONS

1. GENERAL

'Owners' means ARW & GA Strang. Applicants' means clients applying to rent a property. Tenants' means Applicants when they have taken up residence. 'Owners Booking Form' means the Booking Form specified by the Owners to be used by all Applicants. 'The Owners Acceptance Form' means the form issued by the Owners to the Applicants by way of acceptance of the offer by the Applicants to hire the property specified.

2. RESERVATION

Applicants can reserve property over the telephone, by Fax or e-mail but, the Owners accept no liability whatsoever for such reservations. Applicants should note that no contract for any property exists between them and the Owners until the Applicants have received the Owners Acceptance Form.

3. BOOKING PROCEDURE

a) The offer by the Applicants:

Bookings may only to be accepted in writing on the Owners official Booking Form when all questions have been answered satisfactorily. For bookings made more than 8 weeks prior to the tenancy commencement date a deposit of £75 of the rent must be delivered with the completed Booking Form. If a booking is made less than 8 weeks before the commencement date the full rent together with any additional charges must be tendered at the time of delivery of the Owners Booking Form.

b) Acceptance by the Owners:

Following receipt of the Owner's Booking Form as above, the Owners will accept or reject the Applicant's offer and in the event of acceptance will forward the Owner's Acceptance Form to the Applicants, whereupon a contract will exist between the Owners and the Applicants which will be subject to these conditions.

4. FINAL PAYMENT

Once the Owners Acceptance Form has been issued, the Applicants are liable for the payment of the balance of rent together with any additional charges 8 weeks before the start date of the tenancy. Non-payment by the due date will be treated as a cancellation and the Owners may re-let the property without reference to the Applicants who remain liable for payment of the full amount on the same basis as in the event of cancellation (see 5 below).

5. CANCELLATION

All applicants are advised to take out Personal Cancellation Insurance. Any request to cancel a booking must be sent or delivered to the Owners in writing, signed by the Applicant. Whilst the Applicant remains liable for the final payment by the due date as shown on the Owner's Acceptance Form, the Owners will offer the property for let and will use whatever means they consider reasonable to re-let the property for the period booked. If the Owners are successful the Applicant will be refunded the difference between the monies they have paid, less the sums receivable from the re-letting after deduction of costs and expenses incurred by the Owners which shall include a fee of £25 per week booked by the Applicant.

6. PRICE CHANGES

The Owners reserve the right to amend prices quoted in the Brochure due to errors or omissions.

7. METHOD OF PAYMENT

Payment may be made by cheque, postal order. Cheques or postal orders should be made payable to ARW Strang - Cottage account. In no circumstances are post-dated cheques acceptable. Any charges raised against the Owners by their bank for handling dishonoured cheques will be passed on to the Applicant.

8. AUTHORITY TO SIGN

The Applicant acknowledges that he/she/they are authorised to sign the Owners Booking Form on behalf of all persons who will occupy the property for the period for which it has been booked and that all those persons are aware of the Booking Conditions. The Applicant shall be a member of the party occupying the property and be over the age of 18 years, and is/are required to acknowledge the following:-

- a) Each member of the party must be listed on the Owners Booking form and any change in the members of the party shall be notified in writing to the Owners as soon as is practicable who may, at their discretion, refuse to accept any such change in which event the booking shall be deemed to have been cancelled, subject to Clause 5 above.
- b) The property details state the maximum number of persons permitted to occupy the property and grounds. Any breach of this provision will constitute a breach of contract whereupon the Owners may terminate the booking forthwith in which event all monies paid by the Applicant will be forfeit.
- c) The Owners reserve the right to refuse admittance to any party if in the Owner's absolute opinion the Applicant or any person of the group is unsuitable for the property due to age, ill health, disability, inexperience or any other good and property reason not otherwise being a breach of these conditions. In such an event, all sums paid by the Applicant shall be repaid in full and the Contract shall be discharged without further liability on either party.
- d) The Owners reserve the right to re-possess the property at any time where damage has been caused by the Applicant or any member of the group or in the Owner's absolute opinion is likely to be caused by the Applicant or any member of the group or other person visiting the property at the invitation of any such person. In such an event, the Owners shall not be liable to make any refund whatsoever.

9. ELIGIBILITY

Bookings will not be made from:

- a) Applicants under the age of 18 years, and
- b) Groups of single persons under the age of 25 or single sex groups, except by prior arrangements.

10. THE TENANCY

This agreement is made on the basis that the property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1, paragraph 9 and the Tenant acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

11. TENANTS' OBLIGATIONS

The Tenants agree

- a) To pay for any losses or damages to the property, including contents, however caused. (Reasonable wear and tear excluded) unless the cost of making good such loss or damage can be fully recovered under any householder's insurance policies maintained by the Owners.
- b) To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. A cleaning service is not provided during the tenancy unless otherwise requested.
- c) To permit the Owners and any Agents or Licensees reasonable access to the property.
- d) Not to part with possession of the Property or share it except with members of the party identified on the Booking Form.
- e) Not to cause any annoyance or become a nuisance to occupants of adjoining premises.

12. RISK

- a) The use of the property or any amenity that may be provided by the Owners are entirely at the Tenant's risk and no responsibility can be taken for any loss, damage or injury to persons who make use of them or any belongings of the persons who use them.
- b) All cars and other vehicles are parked entirely at the Tenant's risk. The Owners can take no responsibility for any loss or damage to any car, vehicle or any contents thereof.
- c) Whilst the Owners will endeavour to return any baggage or personal property left behind after the holiday (subject to a charge which may be deducted from the Security Deposit) they can take no responsibility in respect thereof.
- d) The Tenant must be entirely responsible for the safety of any children staying in the property or being there at their invitation. *
- e) The owners can take no responsibility for any loss or injury to any pet or horse that uses the property.

The use of the owners swimming pool at arranged times is entirely at the Tenant's risk. All children should be properly supervised at all times by the Tenant or suitable swimming adult. The owner reserves the right to withdraw access to the pool at any time.

13. DURATION AND TIMES OF LETTING

Properties are accessible no earlier than 3.00pm on the day of arrival and must be vacated no later than 10.00am on the day of departure unless otherwise agreed. Weekly breaks are run Saturday to Saturday unless otherwise agreed. The period booked cannot be extended unless approval in writing is given by the Owners. Tenants will be liable for any costs incurred because of authorised extension.

14. NON-AVAILABILITY OF PROPERTY

If for any reason beyond the Owners control the property is not available on the date booked (owing to fire damage for example) or the property is unsuitable for holiday letting, all rent and charges paid in advance by the Applicant will be refunded in full but the Applicant shall have no further claim against the Owners.

15. COMPLAINTS

All complaints should be notified to the Owners, so that the matter can be investigated and, if necessary, remedial action taken. In no circumstances will compensation be paid in respect of complaints raised after the tenancy has ended in circumstances when the Tenant has not drawn the matter to the Owner's attention, or has denied the Owners the opportunity of investigating the complaint in order to put the matter right during the tenancy.

16. PETS

A charge of £20 per pet per week or part thereof is made for this facility. There is no charge for guide or hearing dogs. You must tell us that you are bringing your pet when you make your booking. You must bring your pet basket with you as pets are allowed on the clear understanding that in no circumstances may they lie on the bedding or chairs. Pets must not be left unattended in properties, or elsewhere. Animals other than dogs can only be accepted with specific permission from the property owner. 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 Argentine even where these types of dog are muzzled as required by government legislation. **All pet mess must be removed by tenant.** **HORSES.** All arrangements and fees for grass keep/stabling by arrangement with owners.

17. INVENTORY

A comprehensive inventory is provided with each property. Any discrepancy with the inventory must be reported to the Owner's within 24 hours of arrival, otherwise it will be assumed that the inventory is correct.

18. SECURITY DEPOSIT

Applicants/Tenants are required to lodge a Security Deposit of £40.00 on arrival; as a cheque or in cash. This sum will be held to cover any accidental losses, or damage; and additional cleaning charges which may arise if the property is left in an unsatisfactory condition.

Charges for replacement items, and/or extra services may be deducted from this security deposit. The deposit, less any deductions if necessary, will be refunded within 14 days to the tenant after their tenancy ends.

19. ACCESS

The Owners other representatives shall be allowed access to the properties at any reasonable time during the tenancy.

20. BREACH OF CONTRACT

If there shall be a breach of any of these conditions the Owners reserve the right to re-enter the property and terminate the tenancy without prejudice to any other rights and remedies of the Owners.

21. DISCREPANCIES

In the event of a discrepancy between these Booking Conditions and any other contents of any brochure, these conditions shall prevail.