

REDHURST

SELF CATERING ACCOMMODATION TERMS AND CONDITIONS

1. THE CONTRACT

- 1.1 The contract entered into is between Mrs. Vivienne Klockner of Redhurst, Holton-cum-Beckering, Market Rasen, Lincs. LN8 5NG (the Owner) and the person completing and signing the Booking Form (the Hirer).
- 1.2 The contract is not effective until the required payment has been received with the completed and signed booking form and confirmation sent from the Owner to the Hirer.

2. BOOKING

- 2.1 Bookings cannot be accepted from:
 - a. Persons under the age of 18 years
 - b. Parties where the majority of members are under 18 years (except families or supervised groups)
- 2.2 The number of persons occupying a property must not exceed the maximum (four adults + one cot) stated in the current property description.
- 2.3 The person who signs the booking form (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions.
- 2.4 The Owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

3. RESERVATION

- 3.1 Provisional reservations can be accepted by telephone and must be confirmed within 7 days by the arrival of the required deposit. **Cheques should be made payable to V. Klockner. We require at least 7 days for cheques to clear before bookings can be confirmed.**
- 3.2 Provisional reservations will be cancelled after 7 days without further reference.
- 3.3 To secure a reservation:
 - a. Complete all parts of the booking form
 - b. Send the completed form together with 25% of the total cost of the holiday (except where booked on line through a third party who have already taken a deposit or full payment).
 - c. Pay the balance of the cost six weeks before the holiday is due to start (it should be noted that reminders are not sent out)
- 3.4 If the balance is not received within the time specified the Owner reserves the right to cancel the booking and retain the deposit.
- 3.5 Bookings made within six weeks of the start of the holiday require payment in full at the time of booking. **Cheques should be made payable to V. Klockner. We require at least 7 days for cheques to clear before bookings can be confirmed.**

4. CANCELLATION

- 4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.
- 4.2 In the event of cancellation by the Hirer (by telephone and confirmed in writing) the Owner will endeavour to re-let the property and if successful may refund any monies paid less the deposit, which is non-returnable.

5. **BOOKING ALTERATIONS**

- 5.1 Any change by the Hirer in holiday dates will be subject to the agreement of the Owner.
- 5.2 Any alteration to a booking by the Hirer will be subject to an administration charge of £20.
- 5.3 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.
- 5.4 If for reasons beyond its control the Owner has to cancel or alter arrangements made for the Hirer it will make every effort to offer an alternative property if one is available.
- 5.5 If the Hirer does not accept the alternative offered the Owner will return to the Hirer any monies paid, whereupon the Owner's liability will cease.

6 **DAMAGE, LOSS AND NUISANCE**

- 6.1 The Hirer agrees:
 - a. That the supervision of children, babies, dogs and any adults requiring care remains the responsibility of the Hirer at all times.
 - b. To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied.
 - c. To pay for any damage or loss however caused, excluding reasonable wear and tear incurred during occupation.
 - d. Not to cause nuisance or annoyance to occupants of nearby property
 - e. To allow reasonable access to the property by the Owner if it is deemed necessary.
- 6.2 If in the opinion of the Owner any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the Owner as discharged and the Owner may repossess the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.
- 6.3 **Smoking in the accommodation is strictly not allowed.** If it is subsequently found that the hirer or any of his/her party have allowed smoking on the premises they will be responsible for any cost incurred to deodorize, fumigate and/or clean the premises. Furthermore they will also be held liable for any subsequent loss or cancellation of bookings following this unacceptable activity by other hires who find the accommodation unsuitable due to their allergies, irritations etc. Smoking is permitted in the garden but all discarded cigarettes must be collected up and disposed of safely in the exterior dustbins.

7 **OCCUPANCY**

Occupancy shall be from **4pm** on the day of arrival to **10am** on the day of departure, unless special arrangements have been made (the housekeepers have only a limited time to prepare the property for the next guests and you are asked to respect this).

8. **SERVICES**

Cooking, heating and lighting are supplied by electricity and is included in the price. There is a minimum charge of £5 for use of washing machine or tumble dryer (please bring the washing powder of your choice).

9. **DOGS/PETS**

Dogs/pets are not allowed in the property with the exception of Guide Dogs (however we must advise that we do not believe that this property is suitable for people with this disposition). If the Hirer takes a dog into the property the Owner is entitled to terminate the letting immediately and the Hirer remains liable for the total cost of the holiday without entitlement to any refund. The following additional conditions will apply to dogs:

- A. *Dogs/pets are not allowed in the bedrooms*
- B. *Dogs/pets are not allowed on any of the furniture*
- C. *Bed/mat must be supplied by the Customer*

- D. *Eating receptacles must be supplied by the customer and must be kept tidy and not allowed to cause odours in the accommodation.*
- E. *Any damage, scratches, stains, smells, hair and fur removal etc. must be paid for.*
- F. *A damage deposit must be paid. (see note below)*

A damage deposit of £300, (which is to accompany the booking form) is required in case of, for example, damage to the property or its contents. However, the sum reserved by this clause shall not limit the guest's liability to us. We will deduct any appropriate charges from the damage deposit and refund the balance due the week following the end of the holiday.

10. DESCRIPTIONS

- 10.1 Whilst the Owner makes every effort to ensure the accuracy of property descriptions, descriptions are inevitably subjective and are for guidance only. If there are any points of particular importance please contact the Owner to clarify information.
- 10.2 Whilst the Owner has taken all responsible steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements are accurate the Owner reserves the right to alter, substitute or withdraw any service, facilities or amenity.

11. LIABILITY

- 11.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property its, plumbing, gas, electrical services, or exceptional weather.
- 11.2 No responsibility is accepted for loss or damage of property (including pets), vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

12. COMPLAINTS

- 12.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner or caretaker immediately or as soon as reasonably possible and in any event before departure to allow remedial action to be taken. The Hirer should telephone the Owner/caretaker on 01673 857927.
- 12.2 It is specifically agreed that failure by the Hirer to notify the Owner of any complaint in accordance with the timescale set out in clause [12.1] will entitle the Owner to refuse to entertain the complaint, irrespective of its merits.

13. WAIVER

The failure of the Owner to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right.

14. LEGAL PROVISIONS

- 14.1 The construction, validity and performance of this Agreement is governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts.
- 14.2 The Hirer agrees that the Contract with the Owner is made at the Owners premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.
- 14.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement.