#### Crossways, Salcombe

#### **Booking Conditions**

The contract is for a short term holiday rental and shall be made between the guest and Jane Brown who is governed by UK law. A contract is only entered into once the booking form and deposit has been processed and a letter of confirmation issued.

## **General Information regarding bookings**

Family holiday house properties are suited to and equipped for families. We regret that we cannot accept a booking from a person under the age of 25 and we reserve the right not to accept bookings from anyone whom we feel the house would not be suitable for. All Guests must be listed on the booking form at the time of booking. Additional guests can only be accepted by agreement after this date. Jane Brown will hold a provisional booking for seven days and will confirm your booking on receipt of the completed booking form and a deposit of 30% of the total rental fee.

### **Payment**

A deposit of 30% should be sent with the booking form. Payment should be by cheque made payable to Jane Brown or by BACS (Payable to Jane Brown 08 93 00, 12002258 Co-op Bank, Manchester). The balance is due and must be received 12 weeks prior to the booking date. No reminder will be sent. For bookings made within twelve weeks (84 days) of arrival, the total amount is payable on booking and if the booking is made within three weeks of arrival (21 days) payment is by bank transfer. In the event of the balance not being received within the time specified (time being of the essence) family holiday house reserve the right to cancel the booking and retain the deposit as a cancellation fee.

We ask for a security deposit of £250 for the main house, £100 for the flat. This is to be paid when the final balance is due. It will be refunded within 14 days of stay.

#### Cancellation

In the event that you need to cancel your booking, you must notify us in writing addressed to our correspondence address. 2 Paganhill Lodge, Downfield, Stroud GL5 4HJ. If the booking is cancelled after the deposit has been paid but prior to the final balance becoming due, the deposit will be retained. Once the final balance and security deposit have been paid, you are liable for the full cost of the rental (less the security deposit), should you subsequently cancel your booking. We will do our utmost to re-let as much of the rental period as possible. If we are successful in re-letting the property for the whole period, we shall refund all monies paid less an administration fee of £50. If we are successful in re-letting the property for part of the period, or for less than the full rental amount we shall refund the amount equal to the money paid by the new guest, less an administration fee of £50.

Non-payment of the balance and security deposit by the due date will be construed as cancellation by you. We strongly recommend you take out appropriate cancellation insurance.

#### Cancellation by us

We reserve the right to cancel your booking at any time in the event of circumstances beyond our reasonable control. In the unlikely event of this happening, we will refund all money received by us in relation to your booking of the property, however we will not be liable for any other loss incurred by you as a result of the cancellation.

#### **Booking Amendments**

If you need to amend your booking dates outside of the cancellation period, we will do our utmost to assist you in transferring the start /finish date of your stay subject to suitable availability.

## Occupancy

The property may only be occupied for the purpose of a holiday.

The property may only be occupied by the number of the guests stated on your booking form. If you wish to amend the number of guests in your party, this must be agreed in advance of your stay and the additional payment made. When booking please list all guests (including infants) on the booking form. A maximum of 10 guests may occupy the house. We reserve the right to refuse entry to the entire party if this condition is not observed.

## **Arrival and Departure**

The rental commences at 4pm on the day of arrival and ends at 10am on the day of departure. During the low season we may be able to offer an early arrival or later departure, subject to availability, however we cannot guarantee this.

## **Guests Obligations and Responsibilities**

The quest agrees:

- To keep the property its fixtures and fittings in the same and proper condition and repair as on arrival
- To fully clean the property on your departure (this includes the equipment provided). If any excessive cleaning is required following your departure a charge will be made
- That all children and adults requiring care remain the responsibility of the guests at all times
- To pay for any damage or loss however caused excluding reasonable wear and tear incurred during the occupation. All breakages and any damage must be reported to us before the end of your holiday.
- The right to make repairs to the property and replace damaged fixtures fittings and equipment and to deduct such costs from security deposit is acknowledged and that you will be liable for all costs in excess of the amount of the security deposit and undertake to reimburse us upon written demand
- Not to cause nuisance or annoyance to occupants of any nearby property
- To allow access to family holiday house representatives if it is deemed necessary

- If in the opinion of family holiday house principals any guest is not suitable to continue their occupation of the property because of unreasonable behaviour, damage, nuisance to other parties, this agreement may be treated by family holiday house as determined and this agreement may be determined forthwith but the guest shall remain liable for the whole cost of hire and no refund shall be due
- · If damage caused results in the party being unfit for occupation to subsequent guests you shall be
- liable for the loss of rental income and any other related losses

#### Noise

Please show consideration and respect to our neighbours by keeping noise levels down, especially late at night.

## **Pets and Smoking**

We regret smoking is not permitted on the premises.

One well behaved dog is allowed. Please bring bedding, bowl etc. and do not allow your pet in bedroom or on any furniture. Pets must not be left unaccompanied in the property and must be kept under control at all times.

#### **Our liability**

We shall not be responsible for any loss or damage to any belongings or injuries sustained by you or any member of your party. We reserve the right to cancel your booking at anytime and the total liability will be to refund to you all sums which you have already paid.

# Right of access

You must allow us and our representatives access to the property at reasonable times for the purpose of inspection, or to carry out any repairs or maintenance.

#### Should you encounter a problem

We hope you will never have any cause for complaint. In the event that a problem occurs please contact us as soon as is possible while you are at the property so that we can make every reasonable effort assist to you and to resolve the issue.

## A maximum of 5 guests may stay in the flat.

The Client shall report to the Owners without delay any loss, defects or damage to the property or breakdown in the equipment, plant, machinery or appliances in the Property, garden or swimming pool, and arrangements for repair and/or replacement will be made as soon as possible.

The Owners shall not be liable to the Client for any temporary defect or stoppage in the supply of services to the Property, nor in respect of any equipment, plant, machinery or appliance in the Property or garden, or for any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner.

**TRAVEL COTS** and high chairs-are available free of charge. The travel cots and high chairs are folding. Visitors must bring their own cot bedding.

**WiFi/Broadband**. A WiFi hub is installed to access the internet. This service is provided free of charge, we accept no responsibility or make any guarantees to the availability or speed of this service.

If guests become locked out during their holiday there will be a call out fee to visit the property to regain access. £25 between 8.30-5.00 Monday to Friday and £65 at all over times fees are payable at the time of regaining access. If the caretaker is unavailable to handle a call out then arrangements will be made for a locksmith to attend-any fees must be paid directly to the locksmith by the lead guest. Loss of keys will incur a charge of the equivalent of that to change locks and obtain new keys, this will be deducted from the guests security deposits.

**Bad behavior**. If we or any or person in authority is of the reasonable opinion that you or a member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to the property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the property and we will have no further responsibility to them. No refunds will be made and we will not pay any expenses or costs incurred as a a result of termination.

**Property description**. The company will describe the property honestly and without omitting significant information but minor variations from the website may occur as the result of maintenance, painting, improvements or replacement of fixture and fittings. the company undertakes to inform the client of any significant variations compared to the website description. Significant variations are those that, in the opinion of a reasonable person, would have a substantive effect on the enjoyment of a holiday on the premises.

## The client is responsible for cleaning the BBQ