

Limited Terms and Conditions of Contract

1. Definitions

In these conditions, unless the context requires otherwise:

1.1 'Agency' means a third party booking agency

1.3 'Balance' means the total amount payable by You for the Rental Period (including, for the avoidance of doubt, any Deposit Payment) less the amount of the Booking Deposit, if any, paid in accordance with clause 5 below;

1.4 'Booking Deposit' means a deposit which may be payable by You on acceptance of the booking by the Owner in accordance with clause 5 below;

1.6 'Business Days' means 9.00a.m – 5.00p.m on any day (other than a Saturday or Sunday or public holiday) when banks in London are open for business.

1.7 'Booking Service' the service which an Agency provides to Owners through the Agency's Website whereby prospective customers for holiday lets are able to choose and book a holiday property.

1.8 'Security Payment' means the deposit to be paid by You and held by the Owner as security against any damages and/or any requirement for additional cleaning, whether discovered during the Rental Period or after your departure, as further described in clause 5 below.

1.9 'Conditions' means these terms and conditions;

1.10 'Contract' has the meaning given in clause 3.4.

1.11 "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, severe floods, droughts, earthquake or other natural disaster

(b) epidemic or pandemic

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations (d) nuclear, chemical or biological contamination or sonic boom

1.12 'Key Facts' means the key facts on the Booking Website which relate particularly to the Property.

1.13 'Property' means the property let or to be let by the Owner to You [to include the Property's grounds and any outbuildings];

1.14 'Owner' shall mean the owner of the Property;

1.15 'Owner's Representative' means the person appointed by the Owner to represent the Owner at the Property.

1.16 'Rental Date' means the date on which the first night of the Rental Period begins;

1.17 'Rental Period' means the number of days for which the Property is agreed to be let to You by the Owner in accordance with the Booking Form.

1.18 'Written Confirmation of Rental' has the meaning given in clause 3.4.

1.19 'You' shall mean the person who completes and submits the Booking Form and to whom the Owner lets the Property under the Contract; where more than one person is taking the holiday, 'You' also means the 'party leader'.

1.20 'Booking Fee' means the administration charge payable by You on acceptance of the booking by the Owner in accordance with clause 5 below;

2. The Agency's role – where applicable

This section is applicable only when the Booking is made through a third party Booking Agency.

2.1 The Agency does not own the Property but acts as an agent for the Owner by taking and arranging bookings for the Property through the medium of the Agency's Website.

2.2 When a Written Confirmation of Rental has been issued by the Agency, a Contract will be formed between You and the Owner in accordance with clause 3 below, to which the Agency shall not be a party.

3. Basis of Contract

3.1 The submission of the Booking Form by You constitutes an offer to take a letting of the Property from the Owner in accordance with these Conditions.

3.2 Where You are also a Party Leader, You are responsible for compliance with these Conditions and the Contract by all members of the party. 'You' shall also mean any member of your party, unless stated otherwise.

3.3 At the time of booking You must be over the age of 18 and you must be in attendance at the Property for the duration of any period in which any member of the party is in occupation of Property.

3.4 Your booking of the Property shall only have been deemed accepted by the Owner upon Written Confirmation of the following, at which stage a contract will be made between You and the Owner ('Contract'):

3.4.1 confirmation that You are over the age of 18 (and the Agency reserves the right to ask You and any member of your party for certified photographic ID to confirm the same, copies of which may be retained by the Agency for as long as is reasonably necessary);

3.4.2 the Owner's consent to let the Property to You for the period and duration submitted on the Booking Form;

3.4.3 receipt of the Booking Deposit or full payment of the Balance; and

3.4.4 receipt by You of written confirmation that the above matters have been concluded and that the Property is available ('Written Confirmation of Rental').

3.5 By submitting the Booking Form, You confirm that You will assume responsibility for The whole party and for compliance with these Conditions and Contract.

3.6 Save where refusal would be unlawful, the Owner has the right to refuse any Booking, without reason.

3.7 Should the Agency refuse your booking, any monies paid by You will be returned within 5 Business Days and (save only where refusal would be unlawful) neither the Agency nor the Owner shall have any further responsibility or liability to You.

3.8 Any disputes or queries with respect to these Conditions, or any other matter will be dealt with by You as the party leader.

3.9 The Contract creates a license to occupy for the purposes of a holiday (and not for any business purpose) and nothing in the Contract or these Conditions shall create the relationship of landlord and tenant between You and the Owner.

3.10 The Owner does not provide any promise with respect to the quality of services provided by third parties at the Property including, but not limited to, internet service, telephone reception and television reception.

3.11 The maximum number of occupants at the Property shall be the number stated on the Booking Form.

3.12 At the time of booking you must provide a list of the occupants in your party, which must include the name, address, and age of each person. Should this list change at any time prior to the Rental Date, you must inform the Owner immediately and this must be no less than 7 days before the check in date. You will also provide them with an updated list of occupants. The Owner may withhold consent to the change if, in their reasonable opinion, the change is materially detrimental to them. If a charge for extra guests is applicable then the funds must be received in full no less than 72 hours before the check in date.

3.13 If during the Rental Period the persons occupying the Property during the Rental Period varies from the list provided by You, and the Owner has not consented to the change, the Owner may by written notice to You from the Agency, immediately terminate the Contract without liability and gain access to the Property in accordance with clause 9 and 10 below.

3.14 The Owner is authorised (but not obliged) to accept bookings for hen parties and stag parties and asks that You notify them prior to booking so that consent can be obtained prior to Written Confirmation of Rental being obtained/sent.

3.15 If the nature of your stay differs from that stated in your Booking Form and the Owner has not consented to the change, the Owner may by written notice to You, terminate the Contract without liability and gain access to the Property in accordance with clause 9 and 10 below.

4. Advertisement of the Property

4.1 The Owner makes all reasonable attempts to ensure that the information provided in relation to the Property and services are accurately stated on all literature, including the Website.

4.2 The advertisement of the Property is intended to create a general idea of the Property and whilst all reasonable efforts have been made to ensure that information on the Website about the property and its facilities and services is kept up to date, there may be some differences between the description and the actual state of affairs at the start of the Rental Period. In these circumstances, the Owner accepts no liability to You unless the relevant information has been previously verified to You in writing.

4.3 Where the Owner has suggested local attractions, these are provided for information purposes only and neither the Agency nor the Owner can be responsible for any lack of availability of local attractions during the Rental Period.

5. Booking and Payment

5.1 A Booking Deposit will be payable by You on acceptance of the booking by the Owners in accordance with clause 5.5 below and if your booking is made more than 28 days prior to the Rental Date. The amount of the Booking Deposit shall be 50% of the total cost of the Rental Period. The Booking Deposit is non-refundable.

5.2 For bookings made less than 28 days before the Rental Date, the Balance shall be payable by You, on submission of the Booking Form. The Security Deposit will also be due pursuant to clause 6.1 below.

5.3 The Owner shall, where applicable, send you written confirmation by email of the Balance to be paid by You in full, 28 days prior to the Rental Date. Such payment must be made by You on receipt of the payment request.

5.4 Should the Balance not be paid by You within 7 days of the request being sent, pursuant to clause 5.3 above, the Owner reserves the right to terminate the Contract by notice in writing and without further liability to You.

5.5 For details of how to pay, You are referred to the section of the Booking Form titled "Paying for your Booking".

5.6 Where an Agency has acted, all monies paid by You shall be held by the Agency on trust for the Owner.

5.7 All payments shall be made by You in Pounds Sterling and the Owner shall not be responsible for any currency conversion costs You may incur.

5.8 Pricing by The Owner is regularly reviewed. The Owner reserves the right to increase or discount prices as required to optimise bookings. If a promotion or offer is advertised after the date that you have confirmed your booking then the price payable by You is as shown on your Booking Confirmation. You will not be able to take advantage of offers placed on similar dates, after your booking has been confirmed for your specific date. Occasionally rates will increase between the time you are quoted or given availability and making the Booking by paying the Booking Deposit. It is completely at the Owner's discretion to honour any quoted rate and may depend on time lapsed between Enquiry and paying the Booking Deposit.

5.9 A Booking Fee will be payable by You on acceptance of the booking by the Owner. The Booking Fee is non-refundable.

6. Security Deposit and Indemnity

6.1 A Security Deposit is payable by You and should be paid on booking. Should the Security Deposit not be paid by You the Owner reserves the right to terminate the Contract by notice in writing and without further liability to You.

6.2 The amount of the Security Deposit to be paid by You is set by the Owner and is shown in the Key Facts on the Website and also within the Booking Form.

6.3 The Owner is entitled to use the Security Deposit in the following circumstances:

6.3.1 Should You or any member of your party (including animals) damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required;

6.3.2 Should You or any member of your party be in breach of any of these Conditions;

6.3.3 Should the Owner be required to remedy any damage caused to the Property during the Rental Period;

6.3.4 To charge for additional guests which have not been approved by either the Agency or the Owner. Such charge will be made at the rate in force by the Owner at the time of the Rental Period; or

6.3.5 To deduct such charges and make such payments to the Owner or third party contractors (with notice of such payment being provided to you in writing first) should the evidence provided by the Owner of the damage or other issue at the Property, which has been caused by You, result in the Owner having to take reasonable action to correct such damage or other matter.

6.4 The Owner will contact you within 7 Business Days after the Rental Date to advise you whether the full amount of the Security Deposit will be refunded to you or whether the Owner intends to make a claim for any damage against the Security Deposit.

6.5 Should a claim be made by the Owner against the Security Deposit, details of such claim will be provided to You within 14 days of the expiry of the Rental Period. Any disputes or queries with respect to the claim must be received from You within 14 days of the claim notification from the Agency.

6.6 Should the Security Deposit provide an insufficient remedy, the Owner shall have the right to recover any sum from You so as to make up any shortfall.

6.7 In the event that You or any member of your party causes severe damage to the Property which results in the Owner having to cancel subsequent bookings and/or pay compensation to any person due to the Property being left in an uninhabitable state by You, or which reduces the services offered to subsequent guests, You shall indemnify the Owner in full for any loss incurred by them which the Security Deposit does not cover.

7. Duration and Term of Rental

7.1 The letting will commence on the Rental Date and continue for the duration of the Rental Period and shall terminate on the last day of the Rental Period in accordance with this clause 7.1 and 7.2 below and the Written Confirmation of Rental.

7.2 Check in and check out times for the properties advertised on the Website shall vary, depending on the Rental period you have chosen.

7.3 You are referred to the Website and the Key Facts for the Property for confirmation of check in and check out times.

8. Your Obligations with respect to the Property and its use

8.1 You confirm that the information you have provided to the Owner is true, accurate, current and complete information in all respects. Should any information provided change, you should notify the Owner immediately. The Owner shall not be liable if any incorrect information provided by You results in the Owner being entitled to terminate the Contract.

8.2 You promise to the Owner that the nature of your stay is the same as described in the Booking Form. Should it vary, the Owner shall have the right to terminate the Contract with you immediately in accordance with clauses 9 and 10.

8.3 You agree to:

8.3.1 Not cause any damage to the Property, including all furniture and fixtures and fittings;

8.3.2 Keep the Property and all furniture, fixtures and fittings in the same state as repair as to which you found them at the commencement of the Rental Period.

8.3.3 Leave the Property in the same state of cleanliness as that in which You found it at the commencement of the Rental Period;

8.3.4 Keep all furniture as you found it, so as to not remove it from the place that it as originally placed or place it back to its original place prior to the end of the Rental Period. You will be liable for any damage caused by You in this respect;

8.3.5 Empty any bins and dispose of any rubbish in the outside bins provided at the Property and following the instructions of the Owner where provided

8.3.6 Report any damage at the Property not caused by You to the Owner's Representative on your day of arrival;

8.3.7 Report as soon as possible, any breakages or damage caused by You or your party during the Rental Period;

8.3.8 Not to undertake any repairs of any kind to the Property, furniture and fixtures and fittings yourself;

8.3.9 Not to use the Property for any illegal purpose or take any illegal substance thereon; and

8.3.10 Abide by the Conditions.

9. Cancellation policy

9.1 Once Written Confirmation of Rental has been provided by the Owner, You are responsible for the Balance.

9.2 You may cancel your booking at any time; however, You will not be entitled to reimbursement of the monies paid as a deposit. The deposit should be deemed non-refundable. If your Arrival date is less than one month away the balance will still be due to us. As a goodwill gesture the Owner may attempt to re-let the stay, if it is more than 3 months to the Arrival date. In this instance the Owner may need to apply an offer or discount to sell the stay. Any monies that could be reimbursed will be at the discretion of the Owner (if they relet the stay.)

9.3 If you have found it necessary to book a second house as part of the booking , to accommodate your numbers at the property you will not be able to cancel off this facility if numbers reduce and

you amend them 3 months or less before the arrival date. No refund will be due for this. Please refer to the table set out in clause 9.10 below for greater detail of full cancellations

9.4 Cancellation of your booking must be made by You in writing and sent to the Owner.

9.5 Once cancellation has been confirmed, your booking of the Property will be deemed cancelled.

9.6 Upon confirmation of the cancellation of your booking, the Owner will seek to re-let the Property for the full Rental Period. If the Owner does not succeed in re-letting your stay your full Booking Deposit will be kept. In the event that you are less than one month from Arrival date, the balance payment will be due and you will be invoiced for this amount.

9.7 In the event that the Property becomes unavailable, through no fault of the Owner, and the Balance has been paid, the Owner has the right to cancel your booking. The Owner may (but is not obliged to) offer an alternative property of a similar standard in a similar location. If The Owner cannot offer a suitable alternative then the Owner will arrange a refund.

9.8 The Owner reserves the right to terminate the Contract or refuse to hand over to you the Property, at any time where there are reasonable grounds to suspect that:

9.7.1 You or your party are likely to breach any of the Conditions in terms of the number of persons staying at the Property, or their age;

9.7.2 You have provided incorrect information to the Agency with respect to your booking; and

9.7.3 You have behaved in a vexatious, abusive or unlawful manner towards the Owner, any third party supplying services to the Property or any neighbours of the Property.

9.9 The above actions as stated in clause 9.8 above shall constitute a breach of contract by You and the Owner shall consider the booking as cancelled by You. In these circumstances, the Owner shall be liable to You in any respect and You shall not be entitled to a refund of any monies or alternative accommodation.

10. Right of re-entry and right to evict

10.1 The Owner is entitled to enter the property, without providing You with prior notice in the following circumstances:

10.1.1 In an emergency, to include where repairs are required to be carried out due to a report made by You or damage caused by You; or

10.1.2 Should you be in breach of any of these Conditions or the the Owner or the Owner's Representative has reasonable grounds to believe that you are in breach of these Conditions and of the Contract; or

10.1.3 The Owner has received reports from a third party that may lead to you being in breach of these Conditions or Contract.

10.2 The Owner or the Owner's Representative is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). In this circumstance, reasonable notice will be given first.

10.3 Should re-entry be required on the basis that you are in breach of these Conditions, no notice of re-entry is required and you may also be required to leave the Property immediately at the

request of the Owner, in which case the Contract between You and the Owner shall terminate immediately, with no compensation or liability being owed to You by either the Agency or the Owner.

10.4 Should access be required pursuant to this clause 10, You agree not to obstruct the re-entry of the Owner and/or the Owner's Representative (to include workmen) to the Property.

11. Noise Policy

11.1 We ask all guests to show consideration to the environment and to the neighbours of the Property in all manners and at all times.

11.2 The noise policies vary depending on the use of the Property but you are requested to comply with the noise restrictions.

11.3 The following times require strict noise restrictions - after 10pm and before 9am:

11.3.1 You or any member of the party, must not take radios, CD players or other sources of music outside of the Property;

11.3.2 You will not turn up the music within the Property to provide music outside;

11.3.3 You must limit any loud music playing inside the Property so it cannot be heard outside.

11.3.4 Show consideration for the neighbours of the Property in the early morning and late evening; and

11.3.5 Should you be having any deliveries or ordering taxis You must ensure that such third party companies have clear directions.

11.3.6 Should the Property have a swimming pool or hot tub, You must not use the same after the specified time restrictions in clause 11.3 above.

11.4 In addition to the above noise policy, the Owner expects that You and every member of your party will undertake to:

11.4.1 be considerate to the neighbours of the Property at all times and more specifically during the early hours of the morning and late evening; and

11.4.2 ensure that any deliveries or taxis are provided with clear directions to the Property so as not to inconvenience any neighbouring properties.

11.5 Should You be in breach of any of the conditions set out in this clause 11 and the Owner has received a complaint by a third party, the Owner will provide you with a written warning and an opportunity to remedy the breach in the first instance.

11.6 Should you fail to observe the conditions set out in this clause 11 and warning has been given as set out in clause 11.5 above, the Owner shall have the right to ask you to leave the Property immediately thus terminating the Contract and in such a case the Owner shall not be liable to You for any reimbursement of any monies paid, including the Security Deposit.

12. Pet Policy

12.1 For the avoidance of doubt, this policy applies to all pets and not just dogs.

12.2 If you wish to bring any pet, you must notify the Owner at the time of booking on the Booking Form. It is your responsibility to ensure that the Owner is aware at the time of booking, that you are bringing pets.

12.3 The Owner will accept well behaved pets during the Rental Period.

12.4 Where pets are allowed to stay at the Property, a Pet Fee will be charged and must be paid at the time of booking.

12.5 Should you have any pet allergies, you must be aware that the property may previously have been occupied by a pet.

12.6 If you are in any doubt as to whether the Property allows you to book a particular pet to stay, you must contact the Owner prior to booking.

12.7 Should you bring a pet, You must comply with the following conditions:

12.7.1 not allow the pet upstairs, on the bed or other furniture;

12.7.2 The pet must sleep downstairs on the floor;

12.7.3 You must supply your own pet bed, food and any other pet amenities;

12.7.4 Any fouling at the Property must be cleared up by You without delay and disposed of accordingly;

12.7.5 The pet must not be left alone at the Property at any time and must go with You whenever you leave the Property;

12.7.6 You must ensure that the pet is free from parasites before the Rental Date, failure to do so may incur further charges which the Owner is entitled to recover from you in full;

12.7.7 Where there are other properties near the house, dogs should be kept on a lead; and

12.7.8 You must be mindful of other people and animals, including livestock, in the vicinity so as not to allow your pet to become a nuisance.

12.8 A pet friendly property does not necessarily mean that the property has an enclosed garden. If this is important to You, we ask that you contact the Owner prior to entering into the Contract.

12.9 Should any of the conditions stated in clause 12.7 above be breached by You, the Owner has the right to deduct any sum from the Security Deposit so as to deal with such breach. Should the Security Deposit be insufficient to remedy such breach, the Owner of the Property shall have the right to recover any sum from You so as to make up any shortfall.

13. Smoking Policy

The property is smoke free. Should the Owner be required to clean the Property due to non-compliance of this clause, the Owner shall be entitled to use the Security Deposit so as to remedy such breach.

14. Disabilities & Medical Problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell the Owner before you confirm your booking and give full details in writing as

early as possible before you travel. If the Owner reasonably feels unable to properly meet that person's particular needs, they can refuse or cancel the reservation.

15. Extra Amenities

15.1 Some properties have extra amenities such as a hot tubs and/or swimming pools.

15.2 All amenities should be used with great care and user manuals and signage should be referred to where available.

15.3 You and every member of your party are responsible for the safety of any child using such amenities.

15.4 Where a property has a hot-tub, it is advised that children under the age of 8 should not use the same for safety reasons.

15.5 No child should use the hot tub or swimming pool unattended.

15.6 No glass should be taken into the hot tub or swimming pools or the surrounding areas.

15.7 The Owner will provide You with an information pack, the rules in which must be complied with by all persons using such amenity. Failure to observe such rules may result in the hot tub being deemed closed for the rest of the duration of the Rental Period.

15.8 For health and safety reasons a hot tub may be required to be emptied and refilled between guest bookings. If a house has a departure and arrival on the same day this will mean that the hot tub may not reach temperature until the following morning.

15.9 Should the amenities be closed during your stay , due to You being in breach of any of these Conditions, You will have no right to compensation.

16. Insurance

16.1 The Owner suggests that You obtain adequate travel insurance prior to the Rental Date, for cover during the Rental Period for all matters to include cancellation of the booking for the Property, loss and personal injury and situations outside of anyone's control eg. Snow or other extreme weather.

16.2 Should a policy be taken out by You, or any member of your party, the Owner may request a copy of the same at any time.

17. Limitation of Liability

17.1 The Owner does not exclude or limit their liability where it would be unlawful to do so. This includes liability for death or personal injury called by negligence or the negligence of employees or agents; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Booking Service.

17.2 Nevertheless, to the fullest extent permissible by law the Owner disclaims any and all promises, warranties, conditions or representations relating to the Booking Service. In particular, the Owner does not make any promises which respect to:

17.2.1 The availability of the Owner's Website;

17.2.2 Errors contained in any documentation supplied by third party representatives of the Property or Local Amenities or Attractions.

17.2.3 The quality or suitability of the Property or the Owner.

17.3 The Owner shall not be liable to You or any member of your party for any loss You incur in the event that the Owner overbooks the Property or cancels your booking.

17.4 Should the Owner be deemed to be liable by order of the Court in any respect, such liability will be limited to the amount the Owner receives in Payment for the Booking.

17.5 Should a suitable insurance policy be obtained pursuant to clause 15 above, You or any member of the party, must first claim for any such loss under that policy, with the Owner being liable, pursuant to clause 16.4 above, only for the difference (if any) between the amount achieved by way of Payment to The Owner and the amount the insurance company has paid to You.

17.6 You acknowledge that in booking the Property, all personal belongings and vehicles, including the contents of those vehicles, belonging to You and any member of your party, is left at the Property entirely at your and their own risk. The Owner shall accept no responsibility for any loss, damage or injury to You or your guests and to yours or their personal property during the Rental Period, except for any such loss which has been caused by the Owner's own negligence.

18. Complaints

18.1 Should You wish to make a complaint during the Rental Period, You should notify the Owner or the Owner's Representative during the stay and as soon as you become aware of the issue so that every attempt can be made by the Owner to resolve the issue as soon as possible.

18.2 Should You be dissatisfied with the Owner's response, then you should follow it up in writing to the Owner no later than 14 days from the end of the Rental Period.

18.3 Should a complaint be raised, every attempt will be made to resolve the complaint by the Owner.

18.4 If the complaint is not resolved, nothing in this section affects your legal rights.

19. Data & Privacy

19.1 In making a booking, the Owner will ask for your personal information such as your name, address, email address, telephone number, personal identification and payment details.

19.2 The Owner guarantees that any information will remain confidential and is protected under the EU General Data Protection Regulation (GDPR) (EU) 2016/679.

19.3 The data handling policy of the Owner can be located on the Owner's Website.

20. Force Majeure Event

20.1 The Owner shall not be in breach of these conditions nor liable for delay in performing, or failure to perform, any of its obligations set out in these conditions or otherwise, if such delay or failure results from events, circumstances or causes beyond its reasonable control.

20.2 Should a Force Majeure Event happen during the Rental Period, the Owner will do all that is reasonably practicable to provide You with alternative accommodation. However should alternative accommodation not be found or accepted by You, the Owner shall not be

liable to You for any loss incurred by You for events that are outside of our control. Refer to clause 16.1 Travel Insurance.

21. Severance

21.1 If any provision or part provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.

21.2 If one party gives notice to the other of the possibility that any provision or part provision of these Conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Governing Law and Jurisdiction

These Conditions and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.