

TERMS AND CONDITIONS

HORSESHOE LODGE, Chewton Common Road, Highcliffe, BH23 5LX

1. General

'Owners' means Mr & Mrs R T Kidd. 'Applicant' means a Client applying to rent the property. 'Tenant' means Applicant when they have taken up residence. 'Owners' Booking Form' means the Booking Form specified by the Owners to be used by all Applicants. 'Owners' Acceptance Form' means the form issued by the Owners to the Applicant by way of acceptance of the offer by the Applicant to hire the property specified.

2. Reservation

Applicants can reserve the property by telephone but the Owners accept no liability whatsoever for such reservations. Applicants should note that no contract for the property exists between them and the Owners until the Applicant has received the Owners' Acceptance Form.

3. Booking Procedure

a) The offer by the Applicant.

Booking may only be accepted in writing on the Owners' official Booking Form when all the questions have been answered satisfactorily. For bookings made more than 8 weeks prior to the tenancy commencement date a deposit of £100.00 of the rent must be delivered with the completed Owners' 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 Owners' Booking Form as above, the Owners will accept or reject the Applicant's offer and in the event of acceptance will forward the Owners' Acceptance Form to the Applicant, whereupon a contract will exist between the Owners and the Applicant 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 6 weeks before the start 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 will 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 Owners' 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 Applicants liability will be reduced by the sums receivable from the re-letting after deduction of costs and expenses incurred by the Owners which shall include a fee of £25.00 for each week or part week booked by the Applicant.

6. Price Changes

The Owners reserve the right to amend prices quoted in the Pricing brochure or Web Calendar due to errors or omissions.

7. Method of Payment

Payments are to be made by cheque or bank transfer. If this not possible please contact us. Cheques (in £ sterling) should be made payable to Mr & Mrs R Kidd. In no circumstances are post dated cheques acceptable. Any charges raised against the Owners by their bank for dishonoured cheques will be passed on to the Applicant. Bank transfers can be arranged if cheques are not a possible option. We ask that any Bank Charges are paid by the Applicant.

8. Authority to Sign

The Applicant acknowledges that he or she is 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 persons are aware of the Booking Conditions. The Applicant shall be a member of the party occupying the property, shall be over the age of 18 years and is 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 practical. The Owners 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 this 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 Owners' 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 proper reason not otherwise being in 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 if, in the Owners' absolute opinion, damage is likely to be caused by the Applicant or any member of the group or other persons visiting the property at the invitation of any such person. In such 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.

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. Tenant's Obligations

The Tenant agrees:-

- a) To pay for any losses or damages to the property, including contents however caused, reasonable wear and tear is excluded, unless the cost of making good such loss can be fully recovered under any householder's insurance policy 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 requested and agreed in advance.
- c) To permit the Owners and any Agents or Licensees reasonable access to the property.
- d) Not to part with possessions of the property or share it except with members of the party identified on the Owners' Booking Form.
- e) Not to cause any annoyance or become a nuisance to occupants of adjoining premises.
- f) To provide the passport for inspection and copying of any member of the party who is over 16 years old and does not hold a British, Irish or commonwealth passport.

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 any 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 contents thereof.
- c) Whilst the Owners will endeavour to return any luggage or personal property left behind after the holiday (subject to a charge which may be deducted from the 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 and the surrounding area, or being there at their invitation.

13. Duration

The property is accessible no earlier than 3:00 p.m. on the day of arrival and must be vacated no later than 10:00 a.m. on the day of departure unless otherwise agreed. Weekly breaks run from Saturday to Saturday unless otherwise agreed. The period booked cannot be extended unless approved 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 will have no further claim against the Owners.

15. Complaints

All complaints shall 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 Owners' attention, or has denied the Owners the opportunity of investigating the complaint in order to put the matter right during the tenancy.

16. Pets

Regrettably, no dogs or pets are allowed in the cottage under any circumstance.

17. Smoking

Smoking is not permitted anywhere in the cottage.

18. Fire

Due to the requirement to assess the fire risk to our guests, the use of candles is not permitted anywhere in the cottage. Lighting an open fire in the fire grate is strongly discouraged. The Owners shall be notified before any attempt is made to do so.

19. Inventory

A comprehensive inventory is provided in the property. Any discrepancy with the inventory must be reported to the Owners within 24 hours of arrival, otherwise it will be assumed the inventory is correct.

20. Security Deposit

Applicants are required to lodge a Security Deposit of £50.00. 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 to the Tenant within 5 working days after their tenancy ends.

21. Access

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

22. 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. In the event of any discrepancy these conditions shall prevail.