

# TERMS AND CONDITIONS OF LET

## Soldon Manor (the 'Property')

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### 1. General

'Owners' and 'We' mean Mr & Mrs R Wade. 'You' means the client applying to rent the Property. 'Booking Form' means the Booking Form specified by the Owners to which these Conditions are attached. 'Start Date' means the first date of your rental of the Property. 'Manager' means the person appointed by the Owners to manage the Property and apply these Terms & Conditions on their behalf.

### 2. Reserving the Property

You can reserve the Property over the telephone but the Owners accept no responsibility whatever for such reservations. No contract exists between the Owners and you unless the Owners have received within seven days from the initial telephone booking the duly completed Booking Form and relevant payment (in cleared funds) in accordance with and subject to the provisions of condition 3 below. If we do not receive this within seven days of your telephone reservation the booking will automatically lapse and you will not be notified.

### 3. Booking Procedure

Bookings may only be accepted if confirmed in writing on a properly completed Booking Form (attached) accompanied by payment of the Deposit (or total amount due if the booking is made less than twelve weeks before the Start Date).

### 4. Deposit

Bookings must be accompanied by a deposit of 30% of the total rental price. If a booking is made less than twelve weeks before the Start Date the full rental price is payable on submission of the completed Booking Form.

### 5. Final Payment

The balance of the rental price is due twelve weeks before the Start Date. A Good Housekeeping Deposit (see Clause 6 below) is also due with the final payment at that time. Non-payment by the due date will be treated as a cancellation and the Owners may re-let the Property without reference to you but you will remain liable for payment of the full amount on the same basis as a cancellation (see Clause 7 below).

### 6. Good Housekeeping Deposit.

A Good Housekeeping Deposit of £500 is required in respect of each booking. The Good Housekeeping Deposit is a bond which reflects your and your party's agreement to

leave the Property in the condition in which it was found at the beginning of your rental. The Owners may deduct from the Good Housekeeping Deposit the cost of cleaning the property if it is left in a condition which the Owners reasonably consider to be unacceptably dirty or if the Property or its fitting, fixtures or contents have been damaged or removed, in which the case the Owners may at their discretion deduct either the replacement cost of the said item(s) or the cost of repairing the same. If the Owners propose to make a deduction from the Good Housekeeping Deposit, they will indicate this in writing with the reason for the deduction. The Good Housekeeping Deposit (or any balance thereof after deduction) will be refunded to the Applicant(s) within one month of the last day of the rental.

### 7. Cancellation

**You are strongly advised to arrange personal cancellation insurance.** Deposits and balances are non-refundable in the event of a cancellation by you. Once the booking is made, the balance of the rental becomes payable on the due date in any event. Any request to cancel a booking must be notified by phone to the Manager and confirmed immediately in writing. You will remain liable for the final payment by the due date, but the Owners will make reasonable attempts to re-let the Property for the period which you had booked. If for whatever reason the Owners are unsuccessful in re-letting the Property you will remain liable for the total amount and no refund will be made. If the Property is re-let you will be charged a £70 administration fee plus any shortfall in the rent for the replacement booking.

### 8. Payment Methods and Price Changes

Payments may be made by cheque, by most major Credit Cards (subject to a discretionary 2% surcharge), by Debit Card (no surcharge) or by direct bank transfer. The Owners reserve the right to amend without notice the prices quoted on the Property's website or on any published tariff or associated website.

### 9. Duration times of letting and occupation

Letting commences at 1600 hours on the arrival date and ends at 1000 hours on the

date of departure unless otherwise agreed in writing in advance with the Manager.

The rental price of the Property is for the exclusive use of the house regardless of the number of people staying. The number of individuals staying overnight in the Property shall not, under any circumstances, exceed fourteen (save for children under the age of two who may stay in the property provided they are sharing a bedroom with their Parent or Guardian). In special circumstances a small number of day guests may be invited to the Property but only with the prior written permission of the Manager.

**10. Non-availability of the Property**

If for any reason beyond the control of the Owners the Property is not available on the date booked (owing to fire damage for example) or the Property has been rendered unsuitable for letting, all rent and charges paid in advance by you will be refunded in full and you will have no further claim against the Owners.

**11. Authority to Sign**

You acknowledge that you are authorised to sign the Booking Form and Terms & Conditions form on behalf of all the persons who will occupy the Property and that those persons are aware of and accept the Terms & Conditions of booking and that you are responsible for their conduct and behaviour. Each member of the party must be listed by name on the Booking Form.

**12. Smoking & Pets**

A strict no smoking policy is operated throughout the Property and smoking is only permitted outside. If this policy is breached the Owners may withhold the full Good Housekeeping Deposit to cover the cost of cleaning of soft furnishing and carpets. No pets are permitted at or in the Property without express prior permission in writing.

**13. Risk and Liability**

The Owners shall not be liable for any damage or injury caused to you or any guests in respect of the Property or any amenity provided by the Owners, or for any loss or damage to their personal belongings howsoever arising. In signing the Booking Form you agree to indemnify the Owners against all loss and damage arising directly or indirectly to the Property and fixtures, fittings and/or contents from any deliberate or negligent act or omission by you or any other person forming a member of your party.

The Owners shall not be responsible for any injury sustained by you or any member of your party during your stay at the Property.

**14. Discrepancies**

In the event of any discrepancy between these Terms & Conditions and the content of Website and/or any other materials relating to the Property, these Terms & Conditions shall prevail.

**15. Additional Charges**

In the event that there is any unreasonable or excessive use of utilities at the property (for instance telephones) then the Owners reserve the right to charge such costs to you and may deduct the same from your Good Housekeeping Deposit.

**16. Miscellaneous**

You, as the organiser, shall be responsible for the orderly conduct of guests during their stay. Stag parties and Hen parties are not permissible at the Property. Consideration must always be shown to the Property and its neighbours. Offensive or illegal behaviour will not be tolerated. Failure to comply with this request will result in individuals or the entire party being asked to leave the property forthwith, in which circumstances no refund will be made and there may be additional charges for repairs and/or compensation.

**17. Complaints**

The Owners hope that there will not be any cause for complaint during your stay but in the event of a problem arising, or should you have cause for complaint, you must in the first instance contact the Manager immediately so that any problem may be speedily resolved. You agree to give the Manager and the Owners a reasonable opportunity to rectify any problem. The point of contact for the Owners for these purposes is the Manager whose details will be provided upon final payment. Many problems are very easily rectified once notified. If after this process you feel that the problem has still not been resolved to your reasonable satisfaction, then you must, within seven days of the last day of your rental, make your complaint in writing to the Owners stipulating with reasonable detail the causes of dissatisfaction. Complaints not so notified shall be deemed waived.