

## **'The House' Terms & Conditions April 2021**

Reservations for accommodation by guests (the Guest) are accepted on behalf of property owners (the Owner).

**CORONAVIRUS NOTICE:** For all future bookings we will offer a full refund or postponement if government regulations prevent your stay from proceeding.

**The Agreement:** The rental agreement is between the Guest and the Owner. We are acting as agent for the Owner. The contract is deemed to have been made once the Guest has paid a deposit/ or in full and then we have dispatched a confirmation of booking.

The Guest must be over 18 years of age at the time of booking.

**Booking:** The Guest who makes the booking is deemed to have agreed to these Terms and Conditions will be responsible for all persons included in the booking and should ensure that they are all aware of these Terms & Conditions. The Owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with these Terms & Conditions.

**Payment:** All bookings for any stays at The House are payable prior to arrival.

All booking at The House will also include an additional fully refundable charge of £200 deposit for damage or excess and the total amount is payable in full on booking or at check-in. You will be required to make this payment by either cash, cheque, bank transfer or card before your arrival at your accommodation.

This amount is fully refundable within 4 weeks of your departure, providing the property is left clean and tidy, that there have been no breakages, extra cleaning required or any extra people found to be staying at the property. In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during your reservation period you will be notified in writing of the details of any extra costs incurred within 14 working days after the end of the reservation period and this amount shall be deducted from the Damage Deposit or payment will be required by you.

The Guest is responsible for leaving the accommodation in good order and in a clean condition; otherwise a cleaning charge will be levied. Please note that guests are expected to leave the property in a similar state to which they find it (reasonable cleaning excepted). Please abide by this so we can continue to provide good value for Guests.

**Number of People using the accommodation:** The Owner permits the Guest and members of the Guest's party (but no one else) to occupy the property for. The Guest must declare the correct number of additional Guests during booking and, if this changes, must inform us before the rental commences of any change. No more than the maximum number of persons stated on the website may occupy a property unless by prior written agreement with us. Extra charges may be applicable if the number of Guests differs from the number on the booking.

**Arrival/Departure:** The property (unless otherwise stated in the property details) are available for occupation from 4.00 pm on the first day of the stay and must be vacated by 10.30 am on the last day. You should not arrive before 4pm on the commencement date, and leave by 10.30am on the day of departure. Failure to do so will result in you being charged a further day's rental.

**Cancellation or Changes by the Guest:** Once the stay is booked the Guest has entered into a legally binding contract. If the Guest cancels, for whatever reason (including medical and weather related) then no refund of the deposit will be due. Cancellations can be actioned through contacting us on the email address used for confirmation. In the event that the property is re-let, for the cancelled period, we may at our discretion refund the amount paid subject to an admin fee and any other costs. In the event the cancelled period is re-let for a lesser amount the lesser amount may be refunded.

It is recommended and expected that the Guest will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

**Changes to bookings-**We will consider any request to change dates after confirmation has been issued. We reserve the right to charge an administration fee of £25 in the event a change of booking is made.

**Dogs:** The Guest may only bring such pets as are booked in by the Guest at the time of booking. A charge of £25 per night will be made per dog. 2 small /medium dogs will be accepted at the property. Dogs must be well-behaved and should not be left unattended in the property. They are not permitted in the bedrooms or on any furniture in the property. If damage or extra cleaning is caused by pets the Guest may be billed for that charge.

**Guest Responsibility:** The supervision of children, babies, dogs and any adults requiring care remains the responsibility of the Guest at all times.

Guests should put all furniture etc back to where it was at the beginning of the rental period.

Guests should not leave any items at the property and, if left, the Owner has the right to charge for the removal, return or disposal of those items.

**Damage, Loss, Theft:** Guests agree to inform Owners of any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. Guests should not remove any item from the property. The Owner may ask for reasonable replacement costs. In the instance of damage the Agency reserves the right to reimburse the Owner automatically via the payment method provided at booking.

**Nuisance:** Guests should not cause nuisance or annoyance to occupants of any nearby property.

If, in the opinion of the Agent/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 Agent/Owner as discharged and the Agent/Owner may repossess the property immediately. The Guest will remain liable for the whole cost of rental and no refund shall be due.

**Access:** Guests must allow reasonable access to the property by the Agent/Owner for maintenance given reasonable notice.

**Complaints Procedure:** If a Guest has a complaint it should be submitted to the agents or their housekeeper (who is responsible for the management and maintenance of the property) at the earliest opportunity. If the owner does not resolve the complaint it may be forwarded to The Agent who will attempt to resolve it . No complaints can be accepted unless notified immediately and during the rental period as Owners should be given an opportunity to make good the reason for the complaint.

**Liability:** The Agent/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.

No responsibility is accepted for loss or damage of property, (including pets), vehicles or vehicle contents belonging to the Guest or any member of the party during their occupancy.

The maximum liability accepted by us will be the total cost of the stay as paid by the Guest to the Agent. No other expenses such as travelling costs or alternative accommodation will be accepted.

**Cancellation by Owners:** The Agent/Owner reserves the right to refuse any booking and to cancel any bookings already made if the property is unavailable (eg through fire, flood, etc) for any reason whatsoever, subject to a full refund of all monies paid (but no further liability). We shall be under any other liability if such cancellation occurs. Note: in the unlikely event of a cancellation the Agent will make every possible effort to secure alternative accommodation if required.

**No Smoking:** The House has a No Smoking policy.

**Force Majeure:** The Agent or Owner cannot accept responsibility or liability for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, or any other event outside our control.

**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.

**Miscellaneous:** The Guest agrees that the contract with the Owner is made at the Owner's premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.