# HOLIDAY LETTING AGREEMENT FOR CANFORD HOUSE

The Guests agree with the Owner as follows:

- 1. **To pay the letting fee**, if paying the standard rate, a 50% deposit is due on confirmation and the balance is payable a full 12 weeks prior to the arrival date.
- 2. **Not to deface**, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
- 3. **To keep the furniture**, soft furnishings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted).
- 4. **Not to remove** any of the furniture from its present position in the Premises.
- 5. In the Pool area, children must be supervised at all times. Re-cover the pool after use (failure to do so will affect the heating of the pool and cause damp in the main house which may lead to loss of your damage deposit). Ensure the door leading to the house is kept closed at all times (this is to maintain the temperature of the pool room. Failure to do so can cause damp in the main house which may lead to loss of your damage deposit).
- To use the premises, as a private holiday residence for up to persons booked for only and not for any other purposes whatsoever. Additional persons may be accommodated by prior arrangement only.
- 7. **Not to affix**, any poster or placard to the interior or exterior of the Premises.
- 8. **Not to do or permit**, to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
- Not to leave dogs unattended at any time in the Premises. Remove and dispose of any fouling by pets.
- 10. Not to do anything, or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
- 11. Not to use the property or grounds, for any illegal or immoral purposes.

12. **Not to play or permit**, to be played in the premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the premises.

- 13. **Rented/portable hot tubs** are not permitted on the premises under any circumstances.
- 14. **To permit the Owners or their agents**, access to the Premises to deal with any maintenance or security issues.
- 15. Not to smoke, or permit smoking inside the Premises.
- 16. To accept and abide by the General Terms & Conditions of this Holiday Letting Agreement.
- 17. **To indemnify and hold harmless**, the Owner from any and all damages, costs or fees whatsoever incurred or assessed against the Owner as a result of the booking, activities or actions of the guest or their visitors or invitees.
- 18. To report any damages, or issues as soon as reasonably possible to do so.
- 19. **To only park cars** on the gravel driveway by the front roundabout and directly behind the main house. Please do not park beyond this point (the caretaker's cottage). Canford House will not accept any liability for damage caused to any cars during your stay.
- 20. **Electric vehicles** may be charged using the Canford House power sockets outlet in the courtyard. Due to the increase in energy costs, this will incur a fee of £50-100 depending on the length of your stay.

On completion of the letting period: The Guest agrees to leave the Premises and the furniture in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement. To ensure your damage deposit is returned to you, please leave the property as you found it (by ensuring any furniture is not moved from its current position, pets are cleaned up after, and dirty dishes and cutlery are cleaned and put away).

**Security deposit (if applicable):** A security deposit of £1,000 may be taken prior to the rental period. If taken, it will be refunded after the rental period, less any reasonable costs for breakages, damage, etc., if applicable.

### GENERAL BOOKING TERMS AND CONDITIONS

### RENTAL PAYMENT

In order to confirm your booking a payment for **50%** of the total rental fee must be made within 5 days of your verbal or emailed confirmation. We must receive the balance of the rental fee by 12 weeks prior to the booking arrival date. If payment is not received by us in full and by the date given in our confirmation then we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out in the clause "Cancellation by you" will be applicable. Please note, no reminders of payment dates will be sent. Bookings received 6 weeks or less before the booking arrival date must be paid in full.

### **Special Offers:**

Where a special offer or discounted rate is given, full payment of the total rental fee is required within 48 hours of the offer being made in order to secure the discounted rate. Failure to make full payment within this timeframe may result in the offer being withdrawn and the booking subject to standard pricing and payment terms.

Although we would not anticipate any costing errors on the confirmation invoice, should there be an obviously incorrect price shown, then we will issue a new invoice and will not be bound by the price shown on the incorrect invoice.

### YOUR CONTRACT

A contract between you and the owners will come into existence when we receive payment and accept your booking by issuing a confirmation of booking for the holiday dates shown in the rental agreement. The contract binds you and all the members of your party.

It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.

# CANCELLATIONS - BY YOU (LEAD GUEST)

You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us. In the event of cancellation then the following charges become applicable:

- Less than 2 weeks prior to arrival date 100% of full fee
- Between 2-3 weeks prior to arrival date 90% of full fee
- Between 4-6 weeks prior to arrival date 50% of full fee
- 6+ weeks prior to arrival date full booking deposit

## CANCELLATIONS - BY US

It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of a force of nature or for any reason that makes the property unfit for rental, you will have the choice of either allowing us to try to locate a suitable alternative property on your behalf or of cancelling the booking and accepting a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

### **INSURANCE**

It is the responsibility of the Guests to ensure that their personal possessions are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions. We also strongly recommend that all guests arrange adequate travel insurance for cover in case of cancellation (see CANCELLATIONS).

### COMPLAINTS

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 28 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause.

# OCCUPATION OF THE PROPERTY

Only the named guests are permitted to use or stay in the property. We require the full names of all guests 4 weeks prior to your arrival. If you are expecting overnight visitors, you must let us know. You and your party must not exceed at any time the numbers of sleeping places. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the party.

### DIRECTIONS AND KEY COLLECTION

A location map and directions with key collection instructions will be sent to the booker 48 hours prior to arrival date.

## ARRIVAL / CHECK-IN TIME

This is from 4.00pm on the arrival day booked. We may be a little flexible on this, provided that there are no departures from the night prior. Please check with us within a few days of your arrival date and when possible we will be happy to oblige.

# DEPARTURE / CHECK OUT TIME

This is by 10.00am on the departure day booked. We can be a little flexible on this, provided that there are no imminent new arrivals. Please check with us and when possible we will be happy to oblige.

### LATE DEPARTURE / CHECKOUT FEES

Unscheduled, late check outs may incur an extra fee of £50-100 as they affect housekeeping schedules and future guest reservations.

## LOST PROPERTY

If discovered and found, any property left at Canford House by guests after check out will be held for a period of one month. After that it will be donated to charity. While we will make our best efforts to reunite lost property with their owners, we accept no responsibility for the replacement of lost items and encourage guests to ensure they have all their belongings with them before checking out. We may offer to post lost items at the cost of the lead guest, otherwise collection can be arranged. Whether by collection or postage (postage costs to be covered by the guest), an administration fee of £20 will apply for organising the return.