

## TERMS AND CONDITIONS

In these terms and conditions, the following terms have the following meanings:-

**"Accommodation"** means Six Apples, Braintree Road, Wethersfield, Essex, CM7 4BX together with parking places as shown in the confirmation invoice or as may otherwise be agreed in writing between the Owner and the Visitor.

**"Agreement"** means the agreement between the Owner and the Visitor for the holiday rental of Accommodation on these Terms and Conditions.

**"Owner"** means Sarah Cunningham of Wethersfield Place, Braintree Road, Wethersfield, CM7 4BX.

**"Visitor"** means the person named in the confirmation invoice.

### 1. AGREEMENT

- a. The making of a booking (unless cancelled within seven working days of receipt of the confirmation invoice) will form an agreement on these Terms and Conditions between the Visitor and the Owner for the holiday rental of the Accommodation.
- b. The Owner permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.
- c. This Agreement is made on the basis that the Accommodation is to be occupied by the Visitor for a holiday and the Visitor acknowledges that this Agreement shall not confer on the Visitor any security of tenure.

### 2. PRICE CHANGES

Holiday prices are reviewed each year at the discretion of the Owner. The price for each Visitor's booking is confirmed on their confirmation invoice.

### 3. BOOKING AND PAYMENT TERMS

- a. For bookings made six weeks or more in advance, the booking for a holiday will be effective when a deposit of at least one third of the holiday price (rounding up to the nearest pound sterling) has been received by the Owner.
- b. The full balance of the total holiday cost must be paid not later than six weeks before the holiday begins.
- c. For bookings made for a holiday less than six weeks away, full payment must be made at the time of booking.
- d. All payments can only be accepted in Pounds Sterling.

### 4. CANCELLATION

- a. If a Visitor wishes to cancel a booking it must give the Owner notice in writing as soon as possible. A 100% cancellation charge will be payable. On receipt of the written cancellation the Owner will endeavour to re-let the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00 (fifty pounds) to cover office administration. If, following a booking, the full balance is not paid on time, the Owner shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by the owner then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

5. RIGHT TO REFUSE/ALTER

- a. The Owner may, at its discretion, refuse any booking.
- b. The Owner may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary:
  - i. due to circumstances beyond the reasonable control of the Owner; or
  - ii. to perform or complete essential remedial or refurbishment works.
- c. If a booking is altered or cancelled by the Owner due to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative booking. If the Owner is not able to offer such an alternative or the Visitor does not accept the alternative offered, the Owner will return to the Visitor the money paid by the Visitor to the Owner in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

6. CHANGE OF BOOKING

The Owner may, at its discretion, accept transferred bookings subject to payment of a fee of £35.00 (thirty-five pounds).

7. SERVICES

The holiday price will include charges for reasonable use of water, gas, electricity, or oil. Visitors must comply with the instructions found in the welcome pack in the Accommodation regarding the appropriate fuel for use on open fires or stoves within the Accommodation. Any damage caused by using inappropriate fuel will be charged to the Visitor.

8. LIABILITY AND LOSS OF VISITOR PROPERTY

- a. Visitor's property left at the Accommodation will be disposed of if it is not collected within six weeks after the holiday and the Owner may charge an administration fee to cover the costs of storage and handling of left property.
- b. The Owner will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:
  - i. unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
  - ii. where such loss or damage is not a reasonably foreseeable result of any such breach; or
  - iii. where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the Owner.

9. PETS

Pets are not permitted without the express consent of the Owner. If pets are permitted, they must be kept under strict control at all times and must not be left unattended. The Visitor will be responsible for all damage caused by the pet.

10. OWNER RIGHT OF ENTRY

The Owner and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

## 11. VISITOR OBLIGATIONS

- a. The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his party and shall make his party fully aware of these Terms and Conditions.
- b. The number of people occupying the Accommodation will not exceed the number stated on the confirmation invoice.
- c. The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition as at the commencement of the holiday.
- d. The Visitor must allow the Owner and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.
- e. The Visitor agrees to use the Accommodation for the purpose of a private holiday residence and must not use the Accommodation or allow its use for any illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner or to any neighbours.
- f. The Visitor and his party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation.
- g. Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his party agree not to smoke inside the Accommodation.
- h. The use of candles or fireworks by the Visitor or his party at the Accommodation is not permitted. Use of barbecues is permitted; however, the Owner accepts no liability for loss or damage.
- i. The Visitor and his party use the swimming pool at their own risk and the Owner accepts no liability for loss or damage.
- j. The Visitor and his party will keep the Accommodation secure at all times.
- k. Children must be kept under supervision at all times and the visitor must ensure that the gates to the pool are kept locked when the pool is not in use.

## 12. DAMAGES AND SECURITY CHARGE

- a. The Owner recommends that Visitors hold personal insurance for accidental damage and personal liability.
- b. The Visitor must advise the Owner at the commencement of the holiday if any contents of the Accommodation are damaged or missing otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.
- c. All bookings will be subject to a refundable damage deposit of £250 at the time of booking. The cost of any damages or breakages up to the value of £250 will be deducted from the deposit and the remainder refunded to Visitor. If no damage or breakages happen during the holiday, the deposit will be refunded in full within four weeks of the end of the holiday.

## 13. ARRIVAL AND DEPARTURE TIMES

- a. The Visitor and his party must arrive after the arrival time (2:30pm on the first day of the holiday period) but before 7:00 pm and depart before the departure time (10:00am on the last day of the holiday period). Any stay that extends over this period will be subject to a charge being made for additional days.
- b. The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

#### 14. RIGHT TO EVICT

- a. The Owner may terminate the Agreement on notice, and in such case the Visitor and his party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his party) if:
- i. this is deemed necessary by the Owner where there is a serious breach by the Visitor (or his party) of the Agreement or the Visitor's (or his party's) behaviour endangers the safety of any third party; or
  - ii any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking or pet restrictions are not observed.

#### 15. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by the Owner, where the Visitor or his personal property suffers any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Owner are prevented or affected, by any event which the Owner could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions closure of international borders, disease, none availability of transport services, interruption to services/utilities and all similar events outside the control of the Owner.

#### 16. GOVERNING LAW

The construction, validity and performance of the Agreement shall be governed by the law of England & Wales and both parties submit to the nonexclusive jurisdiction of the UK Courts.