

The Old Vicarage, Lee

Terms and Conditions

1. The contract entered into is between Mrs A Robertson (the Owner) and the person completing and signing the booking form (the Hirer). The contract is not effective until the required payment has been received and confirmation sent from the Owner and/or the Agent to the Hirer.

2. Booking

Bookings cannot be accepted by:

- a. Persons under the age of 25 years
- b. Parties where the majority of members are less than 25 years (except families or supervised groups).

2.1 The number of persons occupying a property must not exceed the maximum stated in the current property description or as stated on the hirers booking form. That being a maximum 15 guests including children, 12 adults with the main house alone or 14 adults with the Bothy.

2.2 The person who signs the booking form (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of booking conditions.

2.3 The Hirer must notify the Owner and/or the Agent of any alterations to the names of persons occupying the property.

2.4 The Owner and/or the Agent reserve the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

3. Reservations

3.1 Provisional reservations can be accepted by telephone and must be confirmed within 7 days by the arrival of a booking form and the required deposit.

3.2 Provisional reservations will be cancelled after 7 days without further reference.

3.3 To secure a reservation:

- a. Complete all parts of the booking form.
- b. Send the completed form together with 30% of the total cost of the holiday.

Please make the cheque payable to: Amanda Robertson

and send it to:

28 Brandreth Road, SW17 8ER

c. Pay the balance of the cost within 8 (eight) weeks before the holiday is due to start **(it should be noted that reminders are not sent out)**.

3.4 If the balance is not received within the time specified the owner and/or the Agent reserves the right to cancel the booking and retain the deposit.

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3.5 Bookings made within 8 (eight) weeks of the start of the holiday require payment in full at the time of the booking.

3.6 Payment for overseas bookings can be made by cheque drawn on a UK bank payable in Sterling to (Amanda Robertson)

4. Cancellation

4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.

4.2 In the event of cancellation by the Hirer the Owner and/or the Agent will endeavour to re-let the property, and if successful may refund any monies paid (up to the maximum the property has re-let for). If unsuccessful, the 30% booking deposit would be withheld with cancellations 60 days before the stay. After 60 days 70% of the stay would be withheld. A transferal of dates may be offered, at the discretion of the owner.

4.3 Due to Coronavirus (COVID-19) now being a known event, standard terms and conditions will apply to cancellations for bookings taken on or after March 23rd 2020. Standard terms and conditions will remain applicable should your hometown be placed under a local lockdown making you unable to travel to the property, however in the event of a national lockdown, or local lockdown of the property's location, we will offer a full refund.

5. Booking alterations

5.1 Any change in holiday dates will be subject to the agreement of the Owner and/or the Agent.

5.2 Any alteration to the booking by the Hirer will be subject to an administration charge of £50.00

5.3 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.

5.4 If for reasons beyond it's control, the Owner and/or the Agent has to cancel the Hirer, the Owner and/or the Agent will return to the Hirer any monies paid, whereupon the Owner's and/or the Agent's liability will cease.

6. Damage, Loss and nuisance

6.1 The Hirer agrees:

- a. To pay **£400 damage deposit** per week/weekend for the property.
- b. That the supervision of children, babies, dogs and any adults requiring care remains in the responsibility of the hirer at all times.
- c. To be responsible for **leaving the accommodation in good order and clean condition**, otherwise a cleaning charge will be levied.
- d. To pay for any damage or loss however caused, excluding reasonable wear & tear, incurred during the occupation
- e. **Not to cause nuisance or annoyance to occupants of nearby property.**

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f. To allow reasonable **access to the property by the Owner** and/or the Agent if it is deemed necessary.

g. Not to hold gatherings or parties at the property or within the grounds with additional guests not stated on the booking form.

h. Not to allow anyone that is not stated on the booking form to stay at the house. This includes camping in the grounds.

Loss of the damage deposit will be incurred if the hirer breaks the terms & conditions.

6.2 Damage discovered will be notified to the hirer within 7 days of vacation and costs charged against damage deposit and/or nominated credit/debit card will be confirmed in writing within 21 days of vacation.

7. Occupancy

7.1 Occupancy shall be from **4.30 p.m.** on the day of arrival to **9.30 a.m.** on the day of departure, (the housekeepers have only a limited to prepare the property for the next guests, and you are asked to respect this). If required the owner is entitled to change check in and out times.

7.2 Total occupancy is to be no more than 15 guests with children (up to the age of 15) Or a maximum of 14 adults without children if the Bothy taken.

7.3 The hirer agrees to abide by any laws or guidelines set out by the government over their booked dates.

7.4 If the hirer or any of his party develop symptoms or become aware they have been in contact with someone infected during their stay, the owner should be contacted immediately and guests should leave to self isolate at their own home. If for any reason this is not possible, and self-isolation is required to take place at the property, then all fees for all bookings affected and extra cleaning costs by this self-isolation, will be borne by the hirer.

7.5 The hirer will make every effort to abide to protocol set out by the owner to safeguard staff and future guests against contamination of covid-19.

8. Dogs (On request only)

In order to ensure that the Owner and/or the Agent continue to welcome dogs the hirer must make a request regarding dogs on booking. Acceptance is not guaranteed

a. There must be no more than one dog at the property at any time (unless otherwise agreed with the Owner and/or the Agent).

b. The Dog must be kept under strict control at all times whilst on the property.

c. Any fowling of lawns, paths etc. must be cleared up without delay.

d. The Hirer must bring the dog's bedding.

e. The Dog must not be left in the property unattended.

f. The Dog is not allowed upstairs, on beds, chairs or settees.

g. Dogs should not be allowed in any of the rooms wet or muddy, our drying area should be used.

h. No dogs under the age of 18 months.

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8.2 In the interest of visitor's safety and as a result of Government legislation the Agent is unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Doga Argentino even where these types of dog are muzzled as required by law.

If the Hirer is in breach of the above the Owner and/or the Agent is entitled to terminate the letting immediately and the hirer remains liable for the total cost the holiday without entitlement to any refund.

9. Descriptions

9.1 Whilst the Owner and/or the Agent makes every effort to ensure the accuracy of the property descriptions, descriptions are inevitably subjective and are for guidance only. If there points of particular importance please contact the owner or agent to clarify information.

9.2 Whilst the Owner and/or the Agent has taken all reasonable steps to ensure that the information contained in its brochures, Website, tariffs, leaflets, advertisements and any other form of promotional material are accurate, the Owner and/or the Agent reserves the right to alter, substitute or withdraw any service, facilities or amenity.

10. Liability

10.1 The Owner and/or the Agent cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property and it's, plumbing, gas, electrical or otherwise, or exceptional weather.

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

10.3 No responsibility or liability is accepted for any other person or persons that the hirer invites to the property during their visit, apart from the guests stated on the booking form that are staying.

10.4 If due to reasons beyond the control of the Agent and Owner, the accommodation is not available whatsoever, the Agent will refund all monies paid.

10.5 In response to Covid-19 the owner accepts no responsibility or liability for the health of the hirer or his party during or after their stay. The owner will make every effort to follow government protocol for the safe reopening, cleaning and management of the property.

11. Complaints

11.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner and/or Agent immediately and in any event before departure to allow remedial action to be taken.

11.2 It is specifically agreed that failure by the Hirer to notify the Agent of any complaint in accordance with the timescale set out in clause 11.1 will entitle the Agent to refuse to entertain the complaint, irrespective of it's merits.

12. Waiver

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The failure of the Owner and/or Agent 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.

13. Legal provisions

13.1 The Law of England governs the construction, and performance of this Agreement and the parties submit to the jurisdiction of the English Courts. We as the owner comply with the General Data Protection Regulations from 25th May 2018. The owner will only use information given to them by the Hirer for communication purposes regarding the rental of the property.

13.2 The Hirer agrees that the contract with the Owner and / or Agent is made at the Owner and / or Agent's premises and that proceedings between the parties shall be conducted in the Count court nearest to the Owner and / or Agent.

13.3 Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.

14. I have read and agree to the terms and conditions of the holiday accommodation.

Yes (please tick)

Print Name

Signature

Date