

Terms & Conditions

This Contract is made between: Dane Wilkins and Rebecca Wilkins of 12 Pennsylvania Close, Exeter, Devon, EX4 6DJ, the Property Owner, and you, the Principal Guest and The Party (The Party: the Principal Guest and other persons in the party of guests).

The maximum permitted occupancy is 4 adults and children, plus 1 infant under the age of 2 years. This is not to be exceeded under any circumstances.

1. Making the booking

The details of the booking are as set out on the Booking Form. The booking is made on the Terms and Conditions set in this document and no other terms or conditions shall apply to this contract between the Principal Guest and the Property Owner. The contract is made between the Principal Guest and the Property Owner. The Principal Guest is over the age of 18 years and is authorised to make the booking and to accept these Terms and Conditions by the other persons in the Party. The Principal Guest accepts responsibility for making all payments due under this contract. The contract is made when the Property Owner accepts the booking by sending written confirmation of the booking to the Principal Guest by email or post. The Property Owner reserves the right to refuse to accept any booking application prior to the issue of the written confirmation.

2. Payment for the booking

The Principal Guest is required to make payment to the Property Owner as follows:

- (i) 25% of the Booking Fee when securing the booking
- (ii) the balance of the Booking Fee not less than 6 weeks prior to the Arrival Date
- (iii) the Security deposit (£150) not less than 6 weeks prior to the Arrival Date.

Booking Fees for any booking made less than 6 weeks prior to the Arrival Date must be paid in full together with the Security deposit when confirming the booking.

If the Principal Guest fails to make the whole amount of any payment due to the Property Owner as set out above, the Property Owner may treat the booking as cancelled by the Principal Guest in accordance with clause 3 below.

The Security Deposit will be held by the Property Owner in respect of the cost of cleaning and/or replacement of furnishings, fixtures and fittings or other expenses reasonably incurred by the Property Owner in relation to any breach of clause number 6 below. The Property Owner will return the Security Deposit to the Principal Guest within 14 days of vacation of the Property, less any deductions made in accordance with this clause.

3. Cancellation by the Principal Guest

The Principal Guest may cancel the booking contract at any time. Cancellation will take effect from the date written notification of cancellation is received by Property Owner from or on behalf of the Principal Guest.

The following will apply following notification of cancellation as set out in this clause:

- (i) Less than 4 weeks prior to the Arrival Date: No refund
- (ii) Less than 5 weeks prior to the Arrival Date: 50% of the Booking Fee will be refunded.
- (iii) Less than 6 weeks prior to the Arrival Date: 80% of the Booking Fee will be refunded.

If the Property Owner re-lets the Property for the whole of the period of the cancelled booking at normal rates, the fee paid will be refunded in full less an administration fee of £50.

Where it has been received by the Property Owner, the Security Deposit will be refunded within 14 days of notification of cancellation.

4. Cancellation by the Property Owner

Very occasionally the Property Owner may have to cancel or amend a booking and reserves the right to do so in accordance with this clause. In that event, the Property Owner will notify the Principal Guest of this as soon as possible. If it is necessary for the Property Owner to cancel the booking, the full sum paid by the Principal Guest for the booking will be refunded as soon as reasonably practicable. If it is necessary for the Property Owner to amend the booking, the Principal Guest will be given the option of accepting the amendment of the booking or a refund of the full sum paid by the Principal Guest. The option must be exercised in writing within 14 days of notification of the need for amendment or the booking will be cancelled.

5. Arrival and Departure

The Property is available for occupation from 15:00 hours on the Arrival Date and must be vacated by 10:00 hours on the Departure Date. Arrangements are made for the keys to be made available at the Property on the Arrival Date. The Property Owner's Agent must be notified in the event of anticipated arrival after 17:00 and the Property Owner reserves the right to make alternative arrangements in relation to the keys in that event. If the Property is not occupied by midday on the day after the Arrival Date and the Principal Guest has not notified the Property Owner of intention to occupy within 48 hours thereafter, Property Owner may treat the booking as having been cancelled by the Principal Guest. If the Property is not occupied by midday on the third day after the Arrival Date, the Property Owner will treat the booking as having been cancelled by the Principal Guest unless otherwise agreed.

6. Requirements of occupation

The Principal Guest agrees to comply with the following requirements of occupation and any other requirements reasonably notified to the Principal Guest by the Property Owner at any time and to ensure that they are observed by all members of the Party.

- (i) To occupy the Property as a holiday letting between the Arrival and Departure Dates and not for any other purpose or for any other period.
- (ii) Not to permit any person who is not a member of the Party to reside at the Property.
- (iii) To keep and leave the Property and the furnishings, kitchen equipment, crockery and glasses and all other items belonging to the Property Owner clean and in the same condition as at the Arrival Date.
- (iv) Not to cause any damage to the Property or any part of it and/or to any of the items listed in sub-paragraph 6(iii) above and notify the Property Owner's Agent on departure of any damages or breakages.
- (v) Not to remove any item belonging to the Property Owner from the Property at any time.
- (vi) To keep the Property secure at all times between the Arrival and Departure Dates.
- (vii) Not to do anything that may be reasonably considered to cause a nuisance or annoyance to the occupiers of adjoining or neighbouring properties.
- (viii) Not to do anything that may invalidate the Property Owner's insurance of the Property.
- (ix) Not to smoke or permit smoking in the Property.
- (x) Not to allow pet animals in the Property other than those approved by the Property Owner at the time the booking was made. In the event that pet animals are approved by the Property Owner, they are not permitted in any of the bedrooms and the Property Owner reserves the right to make an additional charge for cleaning which is subject to deduction from the Security deposit.
- (xi) Not to use fake tan, hair dyes, henna products or any other material or substance that may stain the Property.
- (xii) Not to use the Property for any unlawful or immoral purpose.
- (xiii) To promptly notify the Property Owner or the Property Owner's agent of any event

affecting the Property between the Arrival and Departure Dates of which the Property Owner might reasonably expect to be informed.

(xiv) To allow the Property Owner or the Property Owner's agent to enter onto the Property on reasonable notice between the Arrival and Departure Dates for the purpose of inspection to ensure compliance with these requirements of occupation or to carry out essential repair.

(xv) To carry insurance of all personal possessions of the Party whilst they are in the Property.

7. Right to terminate occupation

The Property Owner reserves the right to terminate this booking contract without notice to the Principal Guest in the event of a fundamental breach of any condition of this agreement. In that event the Property Owner will have an immediate right to possession of the Property and the Principal Guest undertakes to ensure that the Party vacates the Property immediately in those circumstances.

8. Complaints

The Principal Guest must contact the Property Owner or the Property Owner's agent if any problem arises between the Arrival and Departure Dates and afford them the opportunity to rectify the problem at the earliest reasonable opportunity. The Property Owner is not responsible for any complaint until it is notified in accordance with this clause.

9. Liability

The Property Owner's maximum liability for losses suffered by the Principal Guest or any other member of the Party as a result of breach of these terms and conditions by the Property Owner is limited to the Booking Fee which the Principal Guest accepts as a reasonable pre-estimate of the losses which might be occasioned by any such breach. This clause shall not limit the Property Owner's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

10. Nature of Letting

This Agreement is made on the basis that the Property is to be occupied by the Principal Guest and the Party for a holiday as provided for in the Housing Act 1988 Schedule 1 paragraph 9 and the Principal Guest acknowledges that this booking contract is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.

11. Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.