

# Terms and Conditions

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION.

YOU ARE CONSIDERED TO HAVE ACCEPTED THESE TERMS WHEN YOU CONFIRM A BOOKING.

**1 The Tallet cottage at Cranbrook, Kemerton, GL20 7JF.** The contract for a short-term holiday rental will be between The Tallet owners (referred to as "us" or "we" ) and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking conditions, the law of England and Wales will govern the Contract. The contract of hire is not effective until we have received the payment & deposit. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of the booking.

**2) Duration and Times of Lettings.** You should not arrive before 3pm on the commencement date and leave by 10am on the day of departure. Failure to do so will result in you being charged a further day's rental, UNLESS AGREED WITH US PRIOR. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

**3) Booking Procedure** Whilst we are prepared to consider requests for reservations of the properties, the confirmation of a reservation shall not render us liable in the event that the property is unavailable for occupation during the period reserved and no contract will arise between us and you otherwise than in accordance with the following provisions of these terms and conditions.

**4) Acceptance of an Application** The contract between us and you for the letting of the property shall arise upon us giving written confirmation of acceptance of your application (which at our discretion may be dispatched by prepaid post or electronically to any email address provided by you in the booking form) or upon us having obtained clear funds in respect of the application fee whichever is the later.

**5) Payment** The full amount of the payment for the fee for the letting (less the amount to which clause 4) shall be paid on the "due date" namely. VAT is not payable in the rental charge of the property

**6) Failure to pay** Non-payment of the sum payable under clause 5 by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client. The terms as to payment in clause 7 thereafter apply.

**7) Cancellation** ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE. Any request to cancel a booking must be made to writing to us. You shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of the cancellation. We will use our reasonable endeavours to re-let the property in respect of the cancellation period. If we are successful, you will be refunded the difference between moneys you have paid less the sums receivable from the re-letting after deduction of all costs and expenses incurred by us which shall include an administration fee of £50 in respect of each day that the property was reserved by you.

**8) Changes** We reserve the right to amend the price quoted in a brochure or rates sheet due to errors or omissions or changes in the VAT rate. In such circumstances we will contact you as soon as we become aware of an increase in charges. If you do not wish to pay the increase you shall be entitled to cancel the reservation and receive a full refund for all monies paid in respect of the reservation providing notice of cancellation is given in accordance with the provisions of clause 4 and within 7 days of you receiving notice of the amendment to the price to be charged from us.

**9) 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 £50 in the event a change of booking is made.

**10) Occupancy and Use of Property** Under no circumstances may more than the maximum number of persons stated in the published material occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities of any of The Tallet, unless prior written consent has been obtained by us. To exceed the maximum number of persons in the cottage overloads the facilities available which are not designed or capable of supporting additional usage and can lead to extensive and expensive damage. As such any overoccupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage.

**11) Care of the Property** You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. We request noise to be kept to a minimum between the hours of 10pm and 8am. Smoking is not allowed in any of the properties or in any communal areas.

**12) Damages and Damage Deposit** Bookings of The Tallet may require a damage deposit of £100.00 / occupied room. You may 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 24 hours 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.

**13) Fixtures & fittings** You agree that the use of the supplied facilities is at your (or any third party residing in the property during the period of your reservation) risk in all respects. You confirm that you are authorised to sign the booking form **on behalf of all persons who will occupy the property and that those persons are aware of the booking conditions**. You shall be a member of the party occupying the property and are required to ensure that: 1. Each member of the party is aware of and will comply with all rules and regulations published by ourselves in respect of the use and occupation of the Properties; 2. The number of persons within the party shall not exceed the maximum number of persons permitted to occupy the property. Any breach of these provisions will constitute a breach of contract, thereupon we may terminate the booking forthwith in which event all moneys paid by you will be forfeited and you may be required to vacate the property. We reserve the right to repossess the property at any time where damage or nuisance have been caused by you or any member of your party and in such event we shall not be liable to make any refund whatsoever.

**14) Liability** This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of any breach of this agreement; any use made by you or any third party residing or making use of the property during your period of reservation and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of us for death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us. We shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement. Any vehicle of yours or any third party making use of the property during the period of your reservation is left at the property entirely at the risk of the owner of the vehicle.

**15) Force Majeure** In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism, or deliberate damage or destruction by a previous occupier which cannot be rectified in time by all reasonable endeavours. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full to you all fees, charges and any deposit paid in advance by you. We will not be liable for any other claim for loss or damage by you.

**16) General** (a) In the event of any conflict between these booking conditions and any other contents of any brochure or website, these conditions shall prevail. (b) These terms and the contract between you and us shall be subject to and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any claim arising from such contract. (c) Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa. (d) Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa. **WE REQUIRE THAT OUR GUESTS READ AND SIGN THE FOLLOWING CONDITIONS WHICH SHOULD BE READ IN CONJUNCTION WITH AND FORM PART OF THE BOOKING CONDITIONS.** 1. To behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the property. 2. Your holiday or that of any third party residing or making use of the property during the period of your reservation in breach of this clause may be terminated immediately and without Compensation or any further obligation. Any damage to facilities arising out of misuse or as a result of negligence and/or failure to follow the instructions herein will be chargeable to you. 3. The use of candles inside or outside is strictly prohibited. Turn off all electrical appliances before going to bed and close all doors.

**17) Regulations and Conditions Regarding Pets** We do not allow pets of any kind at the property.

**18) Security and Privacy** The Tallet Cottage will ensure that: 1. Personal data is only used for the legitimate interests of us and does not unduly prejudice the rights and freedoms of the individual in question. 2. Personal data will be processed fairly and lawfully in accordance with the most recent GDPR instructions. 3. We will not process "sensitive" personal data without prior consent from the member. 4. Access will be granted to computerised personal data in the form of a computerised "printout", and to manual personal data at its discretion. 5. Information processed is accurate, relevant, current, up to date and not excessive. 6. Personal data will be kept only for so long as is necessary for the specified purposes.

**19) Disclaimer** Please be forewarned that it is possible to catch computer viruses by accessing a web page or by downloading or running an infected program. Whilst we have taken steps to ensure that the pages on this web site are free from infection, such is the nature of the Internet that no assurance can be given that the pages of this web site are indeed free from infection. It is a condition of us allowing you free access that we will not be liable for any loss or damage suffered by any person accessing this web site or any third party resulting directly from the transmission of a computer virus resulting from the accessing of this web site. Please note that the information available on this web site may be incomplete, out of date or incorrect. It is therefore essential that you verify all such information with us before taking any action in reliance upon it. It is a condition of us allowing you free access to the material on this web site that you accept that we will not be liable for any action you take in reliance on the information on this web site. The contents of the pages on this web site are copyright of us. The copying or incorporation into any other work or part or all of the material available on this web site in any form is prohibited save that you may: download extracts of the material on the site for your personal use; or: copy the material on the site for the purpose of sending to individual third parties for their personal information provided that you acknowledge us as the source of the material and that you inform the third party that these conditions apply to them and that they must comply with them.