# Terms & Conditions Of Contract Of Hire For The Holt At Church Stretton

This document tells you the terms and conditions of the contract being entered into between "you" the Hirer and "us/we" the Owners of The Holt for which the booking is made.

This Contract of Hire will come into effect once you have signed it, and returned it with your deposit to secure your booking and we have given you written confirmation of the booking.

# **Booking The Holt**

To secure your place on your selected dates, please read and sign these terms & conditions and return them with a 25% deposit. We will then confirm your booking.

We will hold a provisional date booking for you for up to 5 working days to give you time to read the details and pay your deposit to confirm the dates.

Please check the details of your booking carefully. If anything is not correct you should tell us immediately.

# **Schedule of Payments**

We accept a 25% deposit to secure the booking.

The remaining 75% should be paid 4 weeks before your holiday, along with a £100 Good Housekeeping deposit (see below). If full payment has not been received 14 days before the holiday start date, we reserve the right to cancel the booking. If you are booking less than 4 weeks before the date of your holiday, full payment will be required.

# **Good Housekeeping**

All utility bills are included in your booking fee. Linen and towels are included and hand soap is provided in bathrooms. With your final payment we ask for a Good Housekeeping deposit of £100 in the form of a separate cheque (or a refundable payment if you pay by card). This will be returned to you after your departure and only retained in the unlikely event of damage to the property. We do not normally charge for minor breakages such as glassware or crockery providing you tell us about them. If we have cause to retain some of your Good Housekeeping deposit we will of course tell you why.

While respecting your privacy we reserve the right to access The Holt at all times, if necessary, for repairs and emergencies etc.

# Payment types

We accept cheques as payment but will clear payment through the bank before confirmation.

We also accept credit or debit card payments via email, using paypal. You do not have to have a paypal account to do this. We are not VAT registered.

## Cancellation

Payments and deposits are not refundable in case of cancellation.

If you need to cancel your holiday please advise us as soon as possible and we will always try to re-let the property if we can. If we manage to let it to someone else we will normally return the balance of the rental less an administration fee of £25.

We do advise you to take out holiday insurance to cover yourself for the unlikely event of a cancellation.

In the extremely unlikely event <u>we</u> should need to cancel your booking (for example in case of fire, damage etc.) we will refund in full all monies you have paid, or offer you an alternative date, if we can find one which is agreeable to you. Our liability would not extend beyond this refund.

#### Guests

As the person making the booking you are accepting the contract on behalf of all members of your party and you are responsible for making sure they accept the contract.

The Holt is let for up to 9 people. The number of people staying must not exceed this number (not including very young children in cots). You must tell us on booking about the makeup of the group who will be staying, including children. You must tell us in advance if you wish to add to the party size or change the guests stated on your booking form. You cannot transfer the booking to someone else once it is made without letting us know. We will be happy to allow you to change your details in advance, but we reserve the right to refuse to let the property if the party arriving is not the party agreed in the booking

The Holt is in a quiet residential area. We want all our guests to have a good time, but we are also good neighbours. Where more than 50% of your party is aged between 16 and 25 years, or where you are booking for a large single sex group, you must tell us at the time of booking so we can clarify with you that The Holt is the right fit for your party.

# **Changing dates**

We cannot guarantee a change of date if you need to move your holiday. You will still be liable for the cost of the holiday on your original date. In practice we will of course try our best to re-let your original date and allow you to move to your new date whenever it is possible to do so.

#### Liability

The Holt and its amenities are rented to you to use at your own risk. Of course we take great care to ensure that The Holt is a safe and well maintained place to visit. In the unlikely event of a problem with your booking, our liability to you is limited to the price of your holiday. We do not accept responsibility for injury to persons or loss/damage to possessions, unless it is caused by

negligence by us or any contractors working for us. This includes loss or damage to vehicles and their contents, and to the personal possessions you bring with you. Nothing in these conditions affects your normal statutory rights.

We make this booking with you as a holidaymaker, and as such cannot be liable for any business losses made as a result of your booking. You may not carry out any form of trade or business from the property, nor may you sub-let any part of the buildings.

# **Arrival / Departure**

The Holt will be available for you to move into from 3.00 p.m. on the day of arrival. We will meet you in person, hand over the keys, run through safety information and answer any questions you have. For this reason, please let us know an approximate time of arrival. If you need to arrive before 3.00pm you can of course park and unload your bags into the hallway, and go into town or onto the hills while changeover is completed.

We require that you vacate the property by 10.00a.m. on the morning of your departure.

If you think you may arrive after 6.00pm on your arrival day please let us know so that we make appropriate welcome arrangements.

### **Damage**

We ask that you leave the property in a reasonably clean and tidy condition. The Holt is cleaned between guests, so you don't need to clean or strip beds unless you wish to, just leave it in a reasonable state to enable us to turn the property around for our next guests.

If you cause any damage to the property or its contents, please let us know. We will not normally charge for minor breakages such as glasses and crockery etc. if you let us know. This will help us to ensure that we fix the problem or replace the items for the next guests.

If there are more substantial damages or repairs, we may retain the costs of the repairs from your Good Housekeeping deposit. Please do not attempt to repair the property yourself if you cause any damage, and do not use stain removal chemicals on the carpets or upholstery. There is a good chance we will be able to fix the problem without any cost to you, but well-meaning attempts to fix it by guests often actually cause more damage.

### **Smoking**

The Holt is entirely non-smoking and you agree not to smoke in any part of the house. Some disposable ashtrays are provided for smoking guests to smoke in the garden or on the terrace. All cigarette waste must be disposed of directly into the outside bin. No ashtrays, cigarette ends or or spent matches can be put into bins inside the house, under any circumstances

#### **Noise**

The house is in a residential area and we would ask you to be considerate neighbours. Please do not cause late night noise. If we discover that there will be local noise during your stay (for example from local building works or events) we will do our best to inform you before your stay but we cannot be held responsible for disturbances which we could not reasonably predict.

## Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any problem or cause for complaint it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you return! If the matter is not resolved, let us know as soon as possible. Complaints not reported at the time cannot be verified later so we cannot realistically help you as much with complaints made after you return home, if you have not raised them during your stay. We would much rather be able to rectify any problems you have to give you a wonderful holiday. In the unlikely event that you inform us of a problem and we do not rectify it to your satisfaction during your stay, please put your complaint in writing to us within 21 days of the end of your stay.

## Property description.

We take every care to ensure the accuracy of the property description. All information on our website is given in good faith and is believed to be correct at the time of going to press, but we cannot be held responsible for changes beyond our control.

### **Data Protection**

The information you give us in connection with your booking is held securely on our computer system and dealt with in accordance with the Data Protection Act. By providing us with this information you are deemed to accept this and to have the consent of all members of your party to this. Please make sure your other party members agree to this. We keep this information to help us to improve our service to you and to provide you with information about our holidays. We do not pass it on to anyone else, except if we are legally required to do so or for the purposes of crime prevention. You can ask to see what information we hold about you at any time and can ask to be removed from our mailing list if you wish.

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I agree to abide by them and to ensure that everyone in my party agrees to do so.

I understand that by signing these terms I am agreeing to enter into a contract of hire with the owner of The Holt which will come into effect when my booking is confirmed.

Signed	Drint Name	Data
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