

## **SANSOME HOUSE COTTAGE (“Cottage”)**

### **TERMS AND CONDITIONS OF CONTRACT 2022/23**

N.B. A deposit of 25% of the booking is payable at the time of booking. The balance is due 2 calendar months before arrival. If the booking has to be cancelled we would remind you that it is wise to have travel insurance to cover this. We take bookings on the understanding that Guests are insuring against those losses and know that we are unable to give refunds for any reason other than circumstances in which we are unable to fulfil our contract to provide accommodation.

#### **1 PRELIMINARY**

- 1.1 Your contract is with the owners of the Cottage, Anthony and Felicity Ausden, of Sansome House, Back Street, Ilmington CV36 4LJ. The Cottage is at the same address.
- 1.2 These terms and conditions (“Conditions”), together with the booking form duly completed by you, constitute the contract between you (“Lead Guest”) and ourselves (“Owners”) for the holiday letting of the Cottage. The contract is made and becomes binding when the Owners have accepted the completed booking form.
- 1.3 Words and expressions used in the booking form have the same meaning in these Conditions. The expression “in writing” includes email.

#### **2 STATUS OF THE CONTRACT**

- 2.1 A holiday letting constitutes a contractual licence to occupy the Cottage for the period referred to in paragraph 3.2 (“Holiday Period”).
- 2.2 The contract is not intended to create the relationship of landlord and tenant.
- 2.3 Neither the Lead Guest nor any invitees of the Lead Guest shall be entitled, upon creation or termination of the contract, to a new tenancy, or to any assured shorthold or assured tenancy or any

statutory protection under the Housing Act 1988 or other security of tenure.

2.4 The contract is personal to the Lead Guest.

### 3 ARRIVAL AND DEPARTURE

3.2 The Holiday Period begins and ends at the times referred to in paragraph 3.3, on the dates stated in the booking form (respectively "Arrival Date" and "Departure Date"),

3.3 The arrival time on the Arrival Date is from 4pm. The departure time on the Departure Date is before 10am; the Lead Guest must have vacated the Cottage, with all their family, invitees, and effects, by this time. Failure to vacate on time may result in the Lead Guest being charged a proportionate further Licence Fee.

### 4 LICENCE FEE AND PAYMENT

4.1 The total amount payable by the Lead Guest for the holiday letting is referred to in these Conditions as the "Licence Fee".

4.2 Unless otherwise agreed in writing, a deposit of 25% of the Licence Fee for the Holiday Period is payable at the time of booking and the balance of the Licence Fee is payable no later than twelve (12) weeks before the Commencement Date.

4.3 The Owners reserve the right not to accept a booking until the deposit has been received.

4.4 All payments may be made by cheque, by bank to bank transfer, or by currency services such as xoom.com or Wise Any bank transfer charges are payable by the Lead Guest

### 5 CANCELLATION TERMS

5.1 **The deposit is non-refundable**, except as the Owners may agree in exceptional circumstances.

5.2 If the Licence Fee, or the balance, has not been received by the Owners by the due date for payment, this is deemed to be a cancellation by the Guest and the Owners shall be entitled to treat their obligations under the contract as being at an end.

5.3 Once paid, the Licence Fee is non-refundable. However, if the Lead Guest gives reasonable notice of their inability to take their holiday, the Owners may at their discretion re-advertise the

Cottage for the vacant period. If this results in the Owners receiving payment from another person in respect of the whole or any part of the Holiday Period, the Owners will, ex gratia and after providing for any additional costs which they may have incurred, apply such payment in or towards a refund of Licence Fee.

**In view of this paragraph 5, the Lead Guest is strongly advised to take out appropriate insurance against the risk of their being unable to take their holiday.**

## 6 DATE CHANGES

- 6.1 On condition that, at the time of their request, the Lead Guest has not failed to adhere to the contract, they may request the Owners to change the dates of the Holiday Period. If the new dates for the Holiday Period are available the Owners will make the change, and the contract will be varied accordingly.
- 6.2 If the request referred to in paragraph 6.1 is made more than six months before the Commencement Date of the original Holiday Period, making the change will be free of charge; otherwise, there may be an administration charge.
- 6.3 In either case, if the Licence Fee for the new Holiday Period exceeds the Licence Fee paid or payable under the original contract, the Lead Guest will be liable to pay the difference. The converse will not apply : the new Licence Fee cannot be less than the original, and if that has been paid already no refund will be made.

## 7 KEYS

- 7.1 The Owners or the Owners' agent will issue to the Lead Guest one (1) set of keys to the Cottage on the Commencement Date, and the Lead Guest must return it to the Owners or the Owners' agent on the Departure Date.
- 7.2 If the Lead Guest loses a key the Owners will replace it and the Lead Guest will be liable for the cost of having the replacement cut.

## 8 LEAD GUEST'S DUTIES

- 8.1 The Lead Guest is responsible, where appropriate, for ensuring the compliance of their family (particularly their children, for whom they must be responsible at all times) and invitees with this paragraph 8.

- 8.2 The total number of people staying in the Cottage must not exceed **four** (4) and must be over five years. Under no circumstances are more than **four** (4) persons permitted to occupy the Cottage overnight and the sofas must not be used as beds by any of the occupants.
- 8.3 A maximum of **four** (4) additional persons over five years old may be invited to the Cottage for a social gathering, but not for an overnight stay.
- 8.4 There must be no smoking in or around, or smokers in occupation of or visiting, the Cottage. Please note that the Owners ban smokers, as well as smoking, due to the smell left by their clothes in the wardrobes.
- 8.5 No animals may stay in or visit the Cottage. In the event an animal is found to be in the cottage, the Lead Guest and other occupants are subject to immediate eviction.
- 8.6 The Cottage may only be used for the purpose of a holiday by the Lead Guest, their family and invitees during the Holiday Period, and not for any other purpose or other period.
- 8.7 The Lead Guest must not do anything or permit anything to be done which would or might result in the insurance of the Cottage becoming void or voidable or the premium on it being increased.
- 8.8 The Lead Guest must keep the Cottage and the furniture and equipment clean and in good condition, not cause any damage to the walls doors or windows and be responsible for the cost of repairing any damage caused by them.
- 8.9 The Lead Guest must not use the Cottage or allow its use for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owners or the occupiers of neighbouring premises;.
- 8.10 The Lead Guest must allow the Owners or their agent to enter the Cottage to inspect the state of it, on prior appointment save in emergency when immediate access must be granted. It must be noted that the Owner has the right to enter the property if doors or windows have been left open while the Lead Guest and his party are absent and there is the possibility of damage being caused by rain entering the Cottage.
- 8.11 The Lead Guest must make known to the Owners any breakages, accidents, any breakdown of equipment, mechanical, electrical or

electronic or any plumbing problem within 24 hours of the incident.

- 8.12 if, after the Commencement Date, the Lead Guest is unable to make use of the Cottage for the whole or any part of the Holiday Period they must notify the Owners in writing without delay, either by post or by email.
- 8.13 No books, games, DVDs etc may be removed from the Cottage.
- 8.14 The instructions provided for the use of the central heating and other equipment must be adhered to.
- 8.15 The flowers and plants in the garden are not to be picked or pulled up.
- 8.16 The Lead Guest's car, motor cycle or other vehicle must only be parked in the parking space allotted to go with the Cottage. Visitors' cars should be parked in the road and not in the courtyard.

## 9 OWNERS DUTIES

- 9.1 The Owners permit the Lead Guest to occupy the Cottage for the Holiday Period and for such purpose to use the furnishings and equipment therein.
- 9.2 The Owners must allow the Lead Guest and their family and invitees enjoyment and use of the Cottage for the Holiday Period, free of interruption except in emergency.
- 9.3 The Owners confirm that the furniture and furnishings in the Cottage comply with the Furniture and Furnishings (Fire) ( Safety) Regulations 1988 as amended.
- 9.4 The Owners may cause the contract to be terminated before the end of the Holiday Period only if the Lead Guest is in material breach of contract, or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy.
- 9.5 In the case of termination of the contract by the Owners otherwise than by reason of the Lead Guest's default, the Owners shall refund the Licence Fee, or the proportion attributable to the remainder of the Holiday Period.
- 9.6 The Owners are liable only for the return of the deposit, or the whole Licence Fee (if the balance has already been paid) if, for any reason beyond the reasonable control of the Owners, the

Cottage becomes unavailable to let before the Commencement Date; and in this unlikely event, will endeavor to assist the Lead Guest in finding alternative accommodation.

- 9.7 The Owners will provide for the use of each overnight occupant of the Cottage a set of bed linen and bedding and towels (hand, bath and face flannel); the Owners will also provide drying up cloths for the kitchen, and shower and bath mats; and for those staying over 10 days, a change of bed linen (weekly) and changes of towels (every 4 to 5 days). A change of towels for a weekly stay will be provided if specifically requested.
- 9.8 The Owners will provide access to water, electricity, central heating and wifi at no extra charge.
- 9.9 The Owners are not responsible for any failure of public services; they will however make every effort, as far as they are able, to see that the failure is corrected as quickly as possible.
- 9.10 The Owners will make access to wifi available on the express understanding by the Lead Guest, their family and invitees that:
  - (a) they will not use the account to download pirated music, films or software nor use the access for the viewing or downloading of any pornographic or obscene material from the internet;
  - (b) bandwidth is limited in Ilmington; broadband is provided for personal use and not as a business service;
  - (c) the Owners make no guarantee of continuous access; and that, in particular, any failure by the Owners' internet providers is out of the Owners' control; and that no compensation is available for loss of access, however caused.
- 9.11 The Owners will make reasonable effort to ensure that any malfunction or failure of equipment in the Cottage is corrected within 24 hours (during weekdays) or 48 hours (during weekends) of being notified of a problem.

## 10 NOTICES

Notices may be given by email or, during the Holiday Period, by delivery through the letterbox either of the Cottage or of Sansome House, as the case shall require. In either case, notices shall be deemed to have been received upon the expiration of 24 hours after service.