

## **Old Engine House Booking Terms & Conditions**

Please read these booking conditions carefully as they, together with the specific information about your confirmed booking, form the basis of your contract with the owner of the property in which your accommodation is to be provided. In these conditions “the client”, or ‘you’ includes the lead-named person on the booking and all persons on whose behalf a booking is made. “The owner”, ‘we’ or ‘us’ means the owner of the property or someone acting on the owner’s behalf.

The following terms and conditions (T&Cs) shall apply to any booking which is made by you (the holiday maker) and us (Old Engine House) for a short-term holiday let at Old Engine House.

### **1. Making a Booking**

By making a booking you agree to abide by these terms and conditions.

A booking will only be deemed to be valid and confirmed when the required booking fee and / or final payment(s) has been made in line with the terms of payment below.

The booking is for short term, self-catering holiday let purposes only, and specifically limited to the dates and times stipulated when making the booking. The booking does not signify the existence of any tenancy agreement.

When the lead person named on the booking makes a booking, they guarantee that they have the authority to accept, and do accept, the terms of these booking conditions on behalf of all members of the party booking. The person who makes the booking and is named on the booking is deemed to be the “responsible person” and must be at least 25 years of age, be one of the guests at Old Engine House, and, as the person who has contracted to the booking, they will be responsible for the actions of the fellow guests, settling of payments, and the primary contact if necessary for any other matters related to the booking.

The holiday let booking is personal to the person who is named on the booking, and cannot be transferred to another person without our express written permission, nor can the accommodation be sub-let to another party for the whole or part duration of the stay.

The purpose of the property rental is holiday use only and the client is not permitted to conduct a business, trade or profession (other than the maintenance of business communications by telephone, post or electronic means) from the premises without the written approval of the owner.

If the arrangements you wish to book are available, the owner will confirm the booking in writing. A binding agreement will come into existence between the client and the owner when we despatch this confirmation to the client.

The lead person whose signature appears on the booking form (or an electronic or telephonic agreement of a similar nature) is responsible for listing details of all members of the party booking on the booking form, making all payments due and notifying us in writing if any changes or cancellations are required.

### **2. Occupancy Terms**

The accommodation has two bedrooms with king-sized beds, and a third bedroom with a single bed. The maximum occupancy of the property is 5 persons, of which the lead person must be over 25 years, and up to 2 well-behaved dogs.

Children are welcome, but count towards the occupancy level. There is a travel cot available for babies, and this is not included in the occupancy count.

The booking is not transferable. Only those guests whose details appear on the booking form or similar paper records may stay overnight in the property unless the owner gives express permission for overnight guests of the client to be accommodated in addition to the pre-booked party. Day guests in reasonable numbers (and in all cases, within the numbers intended for the accommodation in question) may be entertained in the property but the owner reserves the right to require advance notice of any such invitation. If persons whose names do not appear on the booking form or other records, and for whom no permission to stay has been granted by the owner, are found to be staying overnight in the property the owner reserves the right to terminate the booking, before or during your stay, without compensation.

### **3. Dog Policy**

We welcome up to 2 well behaved dogs at Old Engine House, at no extra charge. These must be included on your booking.

If your dog is used to climbing onto furniture, you are required to bring towels/throws to protect the furniture. If needed, please bring your own dog bed/crate for sleeping.

If your dog is anxious or restless, we ask that they are not left unattended in the property when they are more likely to cause damage as a result of their stress. Any damages caused by your dog should be reported to us and will be charged for.

Dogs must be kept on a lead in the gardens, and any dog mess will need to be picked up, bagged, and disposed of in the communal bins.

### **4. Payment Terms**

Payments shall be made by direct bank transfer. Payment instructions are provided when you make a booking request.

No entry to the property will be allowed without payment in full in line with the below payment terms.

#### Bookings made more than 28 days from the booking start date

A deposit of 20% of the rent must be paid at the time of booking.

The remaining balance falls due 28 days from the holiday start date. This date and balance will be shown in your booking confirmation. We will contact you by email with a reminder and payment instructions approximately 7 days before the payment is due.

The balance must be paid at least 28 days before the booking commencement date. If the balance is not received in full and on time, we reserve the right to treat the booking as cancelled by you and the cancellation charges in accordance with the clause below will apply.

#### Bookings made within 28 days of the booking start date

For bookings made less than 28 days from the holiday start date, the full balance must be paid at the time of the booking. If the payment is not made at the time of the booking, then the booking is unconfirmed and may be cancelled by us to free up the dates for other guests.

## **5. Security Deposit**

The owner requires a £100 refundable security deposit to be paid by the client prior to occupation of the property. This money will be refunded promptly within 7 days of the end of the holiday less the reasonable cost of repairing any damage for which the client is responsible or unpaid charges for services or supplies and the reasonable charges for additional cleaning beyond the normal cleaning regime for the property.

## **6. Cancellation, Refunds and Reschedules – initiated by the client**

For bookings cancelled or rescheduled by you for any reason within 28 days of the booking start date, all payments made will not be refunded.

Cancellation must be in writing by the lead person, so that there is no dispute as to the number of days' notice which has been given. Cancellation of accommodation will be effective from the date of receipt by us of the written cancellation notice. Once such a request has been received, the cancellation will be enacted and the dates will be available for re-letting by other guests.

In the event that we are able to re-sell a booking which has been cancelled within 28 days of the booking start date then we may, at our absolute discretion, make a partial refund of the amount paid. The owner is entitled to levy a reasonable charge for administrative work along with the amount of any financial shortfall if the value of the new booking is less than that of the original booking. If you are covered by holiday insurance, you may be able to recover these cancellation charges.

If, after the contract comes into effect, you wish to change any details of the booking (e.g. arrival date) we will endeavour to comply. A fee not exceeding £25 will be charged for each amendment. In the event that 28 days before arrival you wish to alter your arrival date to a later date, the cancellation charges will apply.

We strongly advise that you consider taking out a suitable travel insurance policy to protect you against possible cancellation of this and any other UK holidays that you may plan to take.

## **7. Cancellation, Refunds and Reschedules – initiated by the owner**

Although it is unlikely that we will have to make any significant changes to confirmed arrangements, or that the Old Engine House ceases to be available as booked, this does occasionally happen, and we will advise you of any change or cancellation at the earliest possible date. In this event we will refund you all money you have paid (including the deposit.)

Except where otherwise expressly stated in these booking conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid (force majeure.) These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our control.

## **8. Prices**

Prices are shown clearly on our website and when you make a booking and may be revised by us from time to time. The price at the time that you make your booking will be fixed and will not be subject to any changes in the event that our published prices are amended.

The price for your booking will be clearly shown to you when you make a booking request, and this is the full price that you will pay for a maximum party size of 5 persons (minimum 1 adult over 25 years) and 2 dogs.

There are no extra charges for cleaning (exception see below) or for dogs. Bed linen and towels are provided (beds fully made up for your arrival) along with a “welcome pack” containing a small quantity of tea, sugar, coffee, milk and other essentials. It is not expected or intended that these supplies will last for the duration of your stay, but rather so that on your first day and night you do not need to worry about a trip to the shop.

The price of your accommodation is subject at all times to changes arising from government action such as changes in VAT or any other government-imposed changes which may result in a variation of your holiday price. We reserve the right to alter any of our advertised accommodation prices in this event or in the event that we make an error. You will be advised of the price of the accommodation that you wish to book before your contract is confirmed. Please note that changes and error may sometimes occur and we reserve the right to correct them.

## **9. Arrival and departure times**

Key collection details will be provided to you in advance of your booking arrival date.

Your booking begins and ends at the times and dates shown on your booking form. Check in time is 16:00hrs on day of arrival and check out is at 10:00hrs on day of departure.

In the unlikely event that we must change your arrival or departure times we will give you as much notice as possible.

Upon departure we ask that you leave the property in a reasonably clean and tidy condition, including: throwing away unused food; emptying the bins in the kitchen and bathroom; not leaving dirty crockery and cutlery in the sink; putting all used towels in the bathroom. The owner may make a reasonable additional charge for additional cleaning work if the property is left in a dirty condition or an abnormal amount of refuse needs to be disposed of.

Late departures may cause us additional expenses should the next guests be unable to start their holiday at the agreed time. If this happens you will be responsible for reimbursing any reasonable costs.

## **10. Facilities**

The owner will describe the property honestly and without omitting significant information but minor variations from the website description may occur as a result of maintenance, painting, improvements or replacement of fixtures and fittings. The owner undertakes to inform the client of any significant variations compared to the website description. Significant variations are those that, in the opinion of a reasonable person, would have a substantive effect on the enjoyment of a holiday in the premises.

We take great care to provide accurate information on the property and general area in which it is located. However, there may be occasions when facilities which are not under our direct control may not be available. We will endeavour to inform you of any such changes in advance; although these will not in themselves necessarily entitle you to cancel your booking without the usual penalties.

If items are NOT listed (e.g. a log-burner or hot-tub) then this is because they are NOT provided. If you have any specific questions about the facilities, we would urge you to ask these prior to making a booking.

As the accommodation is in a rural area, the presence of wildlife and farm animals in the area is to be expected. This can lead to agricultural odours, bird noise, and minor nuisance from animals. These things are part of rural life and must be expected.

Free Wi-Fi is provided in the property. The connection speed and availability are outside of our control. If it fails, we will do everything reasonable to get it reconnected but there will be no liability on our part for loss of service. You must ensure that you use the Internet connection responsibly and that illegal or pirated material is not viewed or downloaded.

Please note that we do not provide electric vehicle (EV) charging facilities at the property, and nor do we allow guests to connect a charging lead into the property through an open window or door as this would pose a security, safety and fire risk. If you are travelling in an EV then we suggest you familiarise yourself with the nearest charging stations, as these are likely to be fewer and further away than in major towns and cities.

## **11. Your Use of the Property**

You are required to apply normal security precautions for the prevention of theft or burglary including locking of all doors and securing of all windows when the property is unoccupied and the securing of doors whilst the occupants are asleep to prevent entry by an intruder.

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

The owner has a right to enter the property at any reasonable time to effect urgent essential repairs to the property or the fixtures and fittings of the property and this right extends to any tradesperson or maintenance worker appointed by the owner. In an emergency where the safety or security of the premises or the occupants is endangered, or serious damage to the property would ensue if an emergency repair were not carried out, this right may be exercised at any time of the day or night. The owner will endeavour, so far as practicable in the circumstances, to make the best possible arrangements for the continued comfort of the client and guests, to keep the client informed about the progress of the work, and to carry out the work at a time convenient to the client where this can be arranged. The owner may enter the premises at any reasonable time to carry out an inspection or for other purposes.

The client must treat the property's neighbours (if any) with respect at all times and in particular must ensure that the level of noise emanating from the property is reasonable at all times. Between 23:00hrs and 08:00hrs noise must be kept to a low level that does not cause any disturbance to local residents. The client must ensure that proper control is exercised over children and animals and that vehicle doors are closed quietly, and horns not used unnecessarily. Refuse must not be left in a position to cause inconvenience to neighbours and the parking of vehicles must be carried out with due consideration for neighbours. Animals in the custody of the client and guests must not be allowed to stray onto neighbours' property.

You are welcome to use the communal gardens and facilities including the tennis court, games/laundry room and BBQ. Please leave them as you find them, and clear the BBQ of food, used coals and detritus after use.

## **12. Safety at Old Engine House**

A welcome book is provided at Old Engine House, containing comprehensive information about important safety aspects at the accommodation, including location of the consumer unit ("fuse box"), water stopcock, fire blanket, fire extinguisher, smoke alarm, carbon monoxide alarms and torches.

For your safety:

- No smoking within the accommodation
- No candles or other naked flames (note there is no gas at the property)
- No disposable barbecues (a BBQ is available in the communal garden for your use)
- Fireworks are not permitted to be used or brought onto the premises or grounds

## **13. No Smoking & No Drugs Policy**

We have a strict no smoking (including vape devices) and no drugs rule at Old Engine House in consideration of other non-smoking guests and we expect our guests to fully abide by this policy.

Our cleaners do a thorough clean of the property on the day of your departure. If they encounter evidence of smoking or drug use when they do so then they will have to undertake extra cleaning to prepare the property for the next guests. If this happens then we will be charged extra by our cleaners and we will pass this charge on to you.

## **14. Damages and Breakages**

The property is thoroughly cleaned and checked by our cleaners at the end of every stay, and so we expect it to be in a very good and clean condition when you arrive and for everything to be in full working order with no breakages. In the highly unlikely event that this is not the case then we ask that you contact us immediately (ideally on the day of arrival) so that we can address any issues or breakages by rectifying them as soon as possible. Damage or breakages reported by you part-way through your stay, or after your booking is complete may not be able to be resolved during your stay.

You are expected to take reasonable care of the property and its fixtures and fittings for the duration of your stay. Accidents do happen, and if any damages or breakages do occur during your stay, please do notify us so that we can rectify them before the next guests arrive.

Minor inconsequential damage such as a broken glass or cup will not be billed. However, we reserve the right to recover reasonable costs from you for damages and breakages caused by your party, or not advised to us and found at the end of your stay.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the accommodation owner, failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

The owner may make a reasonable charge for replacement of lost keys.

## **15. Liability**

Subject to the restrictions of law, we cannot accept any responsibility for loss or damage or theft of your personal property, including your vehicle, for the duration your holiday, or for injury or death other than if proven to be caused by our negligence.

You are responsible for your personal possessions during your stay and upon check out, and if we or our cleaners do identify that any property has been left behind, we will contact you for your instructions on how you would like these items to be returned. This will be at your cost and any loss in returning these items shall not be our liability.

The owner takes no responsibility for the failure of public utilities including suppliers of electricity, water, broadband and digital TV signal.

## **16. Complaints and Compensation**

We hope that you will enjoy your stay at Old Engine House and that everything is as, or better, than you would expect it to be. Every effort is made by ourselves and our cleaners to ensure that you have a relaxing, enjoyable stay.

If you do experience any problems with the property or its facilities when you arrive, or during your stay, at the property then please do bring them to our attention at the earliest convenience (ideally on day of arrival) so that we can attempt to address and resolve them during your stay.

If they cannot be resolved during your stay and have a significant bearing on your enjoyment then we will offer you a reasonable refund for the impact on your holiday.

The maximum amount of compensation we shall be liable for would be the full amount you have paid for your booking.

If you fail to notify us of any problems before the end of your holiday, or with insufficient time for us to address the matter then no claim can be accepted.

These terms and conditions form the basis of the contract for the short-term holiday let booking which you make at Old Engine House. In the event of any dispute which arises and cannot be resolved amicably then the matter will be subject to the jurisdiction of the laws of England and Wales.

**By proceeding with your booking and your holiday you are deemed to have read and accepted these terms and conditions.**

### Owner's Details

Old Engine House is owned and managed by Saphina Crocker

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