

TERMS AND CONDITIONS FOR HOLIDAY LETS AT BREACH HOUSE, LULWORTH COVE, DORSET

1.0 PREAMBLE

Whereas CUSTOMER wishes to rent the PROPERTY for a prescribed PERIOD of time
AND

Whereas OWNERS agree to the rental subject to the terms and conditions described below, it is agreed as follows

2.0 DEFINITIONS

OWNER(S):	the legal OWNERS of the PROPERTY or their representatives.
CUSTOMER:	the person reserving the PROPERTY for the PERIOD.
PROPERTY:	Breach House, Main Road, Lulworth Cove, Wareham, Dorset, BH20 5RJ
PERIOD:	the PERIOD of time specified in the Booking Form for which the CUSTOMER is to occupy the PROPERTY.
BOOKING FORM:	A form or document, whether in written printed facsimile or electronic form, produced by the OWNERS for the purpose of recording the particulars of the CUSTOMER, PERIOD and any other relevant or desired terms relating to the occupation of the PROPERTY.

In these conditions words importing the singular shall include the plural and vice versa. Words of one gender shall include any other gender. Where the CUSTOMER comprises more than one person the liability of all such CUSTOMERS shall be joint and several. The person who signs the Booking Form on behalf of the CUSTOMER warrants that he has full authority and power to sign it and to accept these terms and conditions on behalf of himself and any other persons comprising the CUSTOMER. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

3.0 BOOKINGS

3.1 Restrictions

- Bookings for persons or groups under 21 years of age cannot be accepted.
- Smoking is not allowed inside the house
- Pets are strictly not permitted in the PROPERTY or adjoining gardens. If a pet is taken to the PROPERTY, the OWNER will refuse entry and this will be treated as a cancellation by the CUSTOMER.
- Stag or hen parties are not permitted.
- You cannot allow more people than you have booked to stay in the accommodation, nor can you significantly change the makeup of the party during the duration of your stay in the accommodation
- You may not carry out any form of trade or business from the PROPERTY, nor may you sub-let any part of the buildings. Parties must not be held in the grounds where the number of guests exceed 100% of the number of guests in the house

3.2 Provisional Bookings

Please contact us to confirm availability. On receipt of your enquiry by email or telephone, the house can be provisionally booked and will be so indicated on the 'availability' web page. This will be held for seven days only. If no booking form and deposit is received within seven days, the provisional booking will be cancelled (a longer time may be given for overseas bookings).

3.3 Firm Booking

Having established availability, to confirm your booking, a completed and signed booking form and a non-refundable deposit of £400 is payable within seven days. On receipt of the deposit (Payment by cheque is deemed received on clearance of such cheque) we will send you booking confirmation

which establishes our contract with you, the party leader. When your confirmation is received, the details must be checked carefully and if anything is not correct you should tell us immediately.

3.4 Payment

Payment of the outstanding balance due under the booking, must clear in our bank account not less than 45 days before the starting date of the PERIOD. The OWNERS shall be under any obligation to issue reminders for such balances due. Non payment of such balance in such a manner shall entitle the OWNERS to treat the reservation as cancelled by the CUSTOMER and the deposit will be deemed to be forfeit. If your bank returns your payment to us unpaid, we reserve the right to make an administration charge of £25.

3.5 Cancellation by you

If the CUSTOMER wishes to cancel a reservation this must be formally advised as soon as is possible. Under all circumstances any deposit paid shall be forfeit. Any Breakage/Cleaning and telephone deposit shall be refunded. The OWNERS will attempt to re-let the PROPERTY for the PERIOD but no guarantee can be or is given as to the result. If the PROPERTY is not re-let for the PERIOD the full cost of the holiday specified in the booking form shall be due and payable by the CUSTOMER including any balance unpaid by the CUSTOMER at the date of cancellation. If the PROPERTY is re-let for the PERIOD the CUSTOMER shall be liable to pay the deposit and the costs and expenses of the OWNERS in re-letting. We recommend you to take out guest cancellation insurance against cancellation due to ill-health, bereavement etc as the above refund terms are non-negotiable.

3.6 Cancellation by us

We reserve the right to cancel your booking up to four weeks before departure and in this event will refund all monies paid. No additional compensation will be payable.

4.0 WHATS INCLUDED?

The rental price includes the following:

- rates, water charges, electricity
- bed linen, bathroom towels, tea towels.
- Fuel oil

5.0 ARRIVAL / DEPARTURE

One week before your arrival you will be sent further details on the PROPERTY, including directions, key access procedures and emergency contact numbers. To ensure the house can be properly cleaned and prepared for your arrival, the rental PERIOD commences after 4 pm (unless otherwise agreed), on the commencement date of the tenancy and terminates at 10.00 am on the leaving date. The CUSTOMER shall be liable for any loss, claim, cost, or expense arising from any failure on the part of the CUSTOMER to vacate the PROPERTY in accordance with this condition.

6.0 OBLIGATIONS DURING YOUR STAY

6.1 To pay for any losses or damage to the PROPERTY, however caused (reasonable wear and tear excluded).

6.2 To keep the PROPERTY (inside and outside), and all furniture, fittings and effects, in or on the PROPERTY, in the same state of repair, condition and cleanliness as the commencement of the PERIOD, and to leave the PROPERTY in the same state of cleanliness and general order in which it was found. The OWNER will be entitled to make an additional charge to the CUSTOMER against the cleaning and breakage deposit if extra cleaning is made necessary as a result of the PROPERTY or facilities being left in a dirty condition upon the CUSTOMER'S departure. In particular, please ensure all furniture is returned to its original position.

6.3 There is a returnable breakage / cleaning deposit of £400 to be returned in part or full within fourteen days of the CUSTOMER vacating the PROPERTY. Major breakages should be reported to the

OWNERS immediately and minor damage should be noted at the end of the PERIOD. Note that you are responsible to the OWNER for the actual costs of any breakage or damage in or to the accommodation - along with any additional costs that may result - which are caused by you or your party. These costs are not limited to the value of your deposit and you will be billed for the difference between this and the actual cost of the repairs.

6.4 The CUSTOMER is responsible for ensuring that he and all members of his party behave in a responsible manner both in relation to the PROPERTY and the general neighbourhood during the holiday PERIOD. Please remember that Breach House is located in a quiet and peaceful residential area.

6.5 The OWNER or his representatives shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy for purposes of inspection or to carry out any necessary repairs or maintenance of the property and garden.

6.6 Car parking is at a premium in the area although there is ample parking 100 yds away in a public car park. There is space for **one** car on the drive. There is usually parking space available outside the property on the verge but this cannot be guaranteed.

7.0 DISCREPANCIES

Whilst the OWNERS take all reasonable steps to ensure the accuracy of the official website (www.lulworthcove.info) and illustrated materials produced in relation to the PROPERTY its facilities and surroundings, no liability for errors or omissions is accepted. Distances and dimensions are approximate.

There are many unauthorised websites listing holiday cottages and we cannot accept responsibility for the descriptions these sites. Similarly, we cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.

Occasionally, problems mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical after we have been made aware of the situation. No liability shall attach to the OWNERS for the consequences of the acts or omissions of persons or events outside their influences or control. In the event of any discrepancies between these booking conditions and the contents of the website, these booking conditions shall prevail.

8.0 COMPLAINTS

We value your custom and every effort has been made to ensure that you have an enjoyable and memorable holiday. We are pleased to advise that to date we have had no serious complaints or problems! 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 so that you enjoy the rest of your holiday with the minimum of inconvenience. Our telephone number for any problems is 07771 696 591. We cannot recompense you if we are not made aware of any problem at the time and you must write to us confirming the complaint within seven days of the end of your holiday.

9.0 ACCIDENTS, INJURY AND PERSONAL PROPERTY

The OWNERS shall have no liability to you for the death or personal injury to you or any member of your party. You must take all necessary steps to safeguard your personal belongings. No liability to you is accepted in respect of damage to or loss of such belongings. In particular, please take care of your children – the gardens are steep and serious injury could result if children are allowed to climb on walls. There is also a small pond in the garden.

10.0 HOLIDAY & PERSONAL INSURANCES

We advise you to take out holiday insurance to cover any eventualities that may result in you having to cancel your holiday.

11.0 DATA PROTECTION AND PRIVACY

Information provided on Booking Forms will remain confidential and will not be disclosed to a third party or used for any other purpose.

12.0 JURISDICTION

These terms and conditions shall be read and construed in accordance with the law of England and Wales and the parties hereby submit to such jurisdiction.

The clauses of these Terms and Conditions shall operate on the basis that the terms and conditions and provisions thereof and likewise parts of such clauses and of such terms and conditions and provisions shall be severable so as to have effect as separate and distinct rights, provisions and obligations independently of the others. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or similar legislation, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated

13.0 VAT

No VAT has been charged on this booking.

SIGNED ON BEHALF OF CUSTOMER: DATE:

PRINT NAME:

ADDRESS:
.....
.....