

Kissing Gate Cottage, Marshfield - Terms & Conditions 2008.

THE CONTRACT: The contract entered into is between H A Cartwright & R Cartwright (the Owner) and the person completing and signing the Booking Form (the Hirer). The contract is not effective until the required payment has been received and confirmation sent from the Owner to the Hirer.

BOOKING: Bookings cannot be accepted by persons under the age of 18 years, or by parties where the majority of members are under the age of 18 years (except families or supervised groups). The number of persons using the holiday property is not to exceed the maximum number stated in the brochure or subsequent property information sheet (babies under 2 are not normally counted as a member of a party). The Owners reserve the right to refuse entry to the entire party if this condition is not observed. The person who signs the booking form (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions. The Owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

RESERVATIONS: Provisional reservations can be accepted by telephone and must be confirmed within 7 days by the arrival of a booking form and the required deposit. Provisional reservations will be cancelled after 7 days without further reference. To secure a reservation: **(a)** Complete all parts of the booking form **(b)** Send the completed form together with the deposit.

PAYMENT: The deposit required is one third of the rental fee if the booking is made more than 6 weeks prior to the start of the rental. The balance will be due no less than 6 weeks before the holiday commencement (reminders will not be sent). If the balance is not received within the time specified the Owner reserves the right to cancel the booking and retain the deposit. Bookings made within 6 weeks of the start of the holiday require payment in full at the time of booking.

METHODS OF PAYMENT: Cheques should be made payable to "H.A & R Cartwright". All payments must be in £ sterling by cheque or postal order. For details regarding direct transfer please contact us.

HIRE CHARGES: The hire charges are fully inclusive of guest-controlled gas central heating, hot water, electricity, towels (for inside use only), linen, a 'welcome' pack, and one basket of logs or bag of charcoal.

EXTRAS: The Hirer will be invoiced on departure for any additional charges incurred. Immediate settlement is required.

CANCELLATION: Once a booking is confirmed the Hirer is responsible for the total cost of the holiday. Any cancellation must be made in writing

CANCELLATION INSURANCE: The Owner has arranged a voluntary holiday cancellation insurance scheme, full details of which are enclosed. The contract of insurance is made between the Hirer and the Insurer and any claim under the policy should be made direct to the Insurer in accordance with the policy terms and conditions. In the event of a cancellation for any cause not covered by the cancellation insurance the Owner will endeavour to re-let the property and if successful may refund any or all monies paid less the non-returnable deposit and an administrative charge of £25 per week.

BOOKING ALTERATIONS: Any change by the Hirer in holiday dates will be subject to the agreement of the Owner. Any alteration to a booking by the Hirer will be subject to an administrative charge of £25. Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation. If for reasons beyond the Owner's control the Owner has to cancel or alter arrangements made for the Hirer the Owner will make every effort to offer an alternative property if one is available. If the Hirer does not accept the alternative offered the Owner will return to the Hirer any monies paid whereupon the Owner's liability will cease.

OCCUPANCY: Saturday to Saturday, in high season, Friday to Friday in mid and low seasons, when short breaks are available. Guests are requested to arrive no earlier than 4pm and to vacate their cottage no later 10am on the day of departure, unless special arrangements have been made (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this).

CARE OF THE PROPERTY: The Hirer agrees: **(a)** To be responsible for leaving the accommodation in good order and clean condition otherwise a cleaning charge will be levied. **(b)** To pay for any loss or damage however caused excluding reasonable wear and tear incurred during occupation. **(c)** Not to cause nuisance or annoyance to occupants of nearby property. **(d)** To allow reasonable access to the owner or their representative if it is deemed necessary.

UNREASONABLE BEHAVIOUR: If in the opinion of the Owner any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the Owner as discharged and the Owner may repossess the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.

SAFETY: The hirer agrees that the supervision of children babies and any adults requiring care remains the responsibility of the hirer at all times.

SMOKING: Please do not smoke inside the cottage. Ashtrays are provided outside should they be required.

PETS: Sorry, pets are not allowed in the cottage.

DESCRIPTIONS: Whilst the Owner makes every effort to ensure the accuracy of property descriptions, descriptions are inevitably subjective and for guidance only. If there are any points of particular importance please contact the Owner to clarify information. Whilst the Owner has taken all responsible steps to ensure that the information contained in the brochures, tariffs, leaflets and advertisements are accurate the Owner reserves the right to alter, substitute or withdraw any service, facilities or amenity.

LIABILITY: The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, heating, electrical services, or exception weather. No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

COMPLAINTS: If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner or the Owner's representative as soon as is reasonably possible and in any event before departure to allow remedial action to be taken. It is specifically agreed that failure by the Hirer to notify the Owner of any complaint as soon as is reasonably possible the Owner will be entitled to refuse to entertain the complaint, irrespective of its merits.

WAIVER: The failure of the Owner to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right.

LEGAL PROVISIONS: The construction, validity and performance of this Agreement is governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts. The Hirer agrees that the Contract with the Owner is made at the Owners premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner. Clause headings are for convenience only and do not form part of or effect the interpretation of this Agreement.

H.A. & R Cartwright January 2007