

## LETTING CONDITIONS

Letting Conditions for Accommodation in the Stables Cottage and in the Archway Apartment at Hall Farm, and in Woodturners Cottage, 3 West Street, King's Cliffe.

Please read these conditions carefully.

### Definitions:

"the Accommodation" means either the Stables Cottage or the Archway Apartment at Hall Farm, or in Woodturners Cottage, 3 West Street, Kings Cliffe, Northamptonshire "You" and "Your" means the hirer of the Accommodation who has entered into this contract and the hirer's party "We" and "Us" means Sarah Winfrey and Geoffrey Mason, the owners of Hall Farm, King's Cliffe, Northamptonshire.

1. The contract for hire of the Accommodation shall be between You and Us.
2. The contract for hire only becomes effective once We have received (a) the full deposit due for short stays of less than a week or (b) full and final payment of the hire charge for long stays of a week or more, and have sent written confirmation of the booking to You. Bookings cannot be accepted for persons under 18 years of age. Please note that reservation requests taken over the phone or via email are not confirmed bookings until we have contacted you to confirm the reservation and accepted a payment.
3. Terms stated are per week unless otherwise indicated.
4. For short stays of less than a week a deposit of £50 is required to reserve the Accommodation.
5. For long stays of a week or more a deposit of 25% of the total rent due is required to reserve the Accommodation. The balance of the hire fee must be paid not later than 6 weeks before the start of the hire of the Accommodation. If the full balance is not paid on time We reserve the right to cancel the booking, in which case We shall be entitled to damages and any other costs that We suffer. If the sum is less than or equal to the deposit We shall retain the sum owing to Us and return any balance as applicable. Payment shall be made by cheque. Debit or Credit cards cannot be accepted as a form payment. Bookings if made less than 6 weeks before the start of the Accommodation hire must be paid in full at the time of booking.
6. We reserve the right to refuse any booking.
7. We reserve the right to cancel or alter arrangements made for You whether before or during the relevant visit (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Us or (b) where in the reasonable opinion of Us it is necessary to perform or complete essential remedial or refurbishment works. We shall reimburse You part of the original hire fee proportionate to the amount of days still outstanding on the hire of the Accommodation.
8. Unless otherwise stated in writing, the hire fee will include all charges for water and electricity. You must comply with the instructions found in the Accommodation regarding the appropriate use of appliances.
9. The number of persons using the property shall not exceed the number stated in the advertising information without prior arrangement with Us who reserve the right to make additional charges. We reserve the right to refuse admittance if this condition is not observed. We reserve the right to refuse or cancel any bookings from parties that may in our opinion (and at our sole discretion) be unsuitable for the property concerned. [If You wish to hold any function or celebrations exceeding this limit You must first obtain our written permission. If permission is granted, an additional charge may be levied.]

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10. The Accommodation shall be for family use only, not for youth groups or other groups or student parties. [Sleeping in tents or motor vehicles adjacent to the Accommodation is not permitted.]
11. These conditions are personal to You during the hire period, and not for any other purpose or longer period.
12. Smoking is not permitted in any part of the Accommodation and You undertake not to smoke inside the Accommodation or on the Hall Farm property.
13. No pets are allowed inside the Accommodation.
14. We reserve the right to ask You to leave the property (without compensation being payable to You) if this is deemed necessary by Us where if there is a serious breach by You of these conditions, or Your behaviour is such as to endanger the safety of others. If any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed We shall give You an opportunity to rectify the breach and failure to do so shall entitle Us to terminate the booking and require You to immediately vacate the Accommodation.
15. We may be allowed access to the property at any reasonable time during occupancy save in emergency when immediate access must be granted.
16. It is Your responsibility to ensure that the Accommodation, furniture, fixtures, fittings and effects are left in the same state of cleanliness and order as was found at the start of the hire period. We reserve the right to make a charge for any extra cleaning necessary as a result of failure to comply. You shall be liable for and indemnify Us against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by Us which arise from any breach by You of Your obligations under this contract or from Your negligence or wilful default arising from Your use or occupation of the Accommodation.
17. You must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to any neighbours.
18. You must comply with any reasonable regulations relating to the Accommodation of which You have written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal, recycling and so on.
19. Except as indicated below, We cannot be held responsible for loss or damage to any belongings, or for injury sustained by You during Your stay at the Accommodation. We exclude liability for loss or damage to any belongings, or for death or injury sustained by You during Your stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of any duty by Us.

### **Arrival and Departure Times**

20. Adherence to the arrival and departure times forms part of these conditions and any stay that extends over this period will be subject to a charge being made for additional days. Arrival time is after 3.00pm on the first day of the Accommodation hire or by an alternative time mutually agreed by You and Us. Departure time is by 10.00am on the last day of the Accommodation hire, or at a time agreed with us.
21. You will be issued with a set of keys to the Accommodation on the first day of the hire period and You must return them as instructed on the last day of the hire period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

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22. The use of the Accommodation and amenities, where offered, is entirely at the user's risk, and no responsibility can be accepted for injury, or loss or damage to Your personal belongings. Children should be supervised by an adult while on the premises. For safety reasons, at Hall Farm You are not allowed to go into any fields or stables containing horses and ponies.

23. Please check all details upon receipt of the deposit or balance confirmation letters to ensure that they are correct as it may not be possible to make changes at a later date.

24. In the event that there is reason to be dissatisfied with the Accommodation please contact Us immediately so that an investigation can be carried out and remedial action taken as necessary. Under no circumstances will complaints be dealt with if received after the hire period has ended.

25. We take every care to ensure the accuracy of the property description. All information 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 that may become known after publication of this information.

26. These conditions relate to the hire period and are not intended to create the relationship of Landlord and Tenant between You and Us. You shall not be entitled to a tenancy, or to any assured short-hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure.

27. In order to process a booking We require certain personal details from you, for example names and addresses of all members of Your party, payment details and special requirements such as those relating to any disability, allergy or medical condition that may affect any member of Your party.

### **Cancellation Conditions**

If you have cause to cancel, change the dates or cut short the Accommodation hire then please notify Us immediately by telephone and then in writing.

All reservation deposits paid to Us are non-returnable and You will be liable for the full cost of the Accommodation hire if a cancellation or alteration occurs UNLESS We are notified as follows:

- A): Up to 4 weeks before the start of the Accommodation hire, in which case You will forfeit the deposit only.
- B): Less than 4 weeks before the start of the Accommodation hire and it is possible for Us to re-let the Accommodation, in which case the deposit will be forfeited. The balance will be returned to You. If the Accommodation is not re-let You will forfeit the full cost of the Accommodation hire.

It is recommended that You are covered by Personal Holiday Insurance.

The construction, validity and performance of these booking conditions shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the English Courts.