

Holiday Lets Terms & Conditions

1. Holiday Tenancy

This agreement is made on the basis that the property is to be occupied by the tenant for a holiday for a specified period. It is a contract between the owner and the tenant/applicant (named on the booking application). The tenant must be over 21 years of age; will have responsibility for the property and must have the authority to ensure that all members of the party observe these booking conditions.

2. Reservation

Once the requested dates are confirmed as being available they will be reserved in the applicant's name for 5 days. If payment as outlined below is not received in that time we regret that the reservation will be cancelled.

3. Payments from the UK

Bookings more than 4 weeks in advance: A deposit of 30% of the cost of the holiday 30 days before the start date: The balance must be paid in full plus a refundable cash damage bond (Hendra Barn £300, Old Coach House £200, Little Hendra £150) upon arrival. Receipts for payments made will be issued once payment is showing on the bank account. Non payment of the balance will entitle the owner to re-let the holiday. As a rule, reminder notices will not be issued.

4. Overseas Payments

Payments from outside the UK can be made via bank transfer. There may be a small fee for this service.

Cancellation

All cancellations must be made in writing. Please note that the following terms and charges will apply:

At least 6 months prior to arrival: A full refund of monies paid less an administration fee of £50.

60 days to 6 months prior to arrival: The applicant is liable for 30% of the cost of the rental or £75, whichever is less.

60 days or less prior to arrival: The applicant is liable for the full cost of the rental.

If, however, the owner is successful in re-letting the property for some or all of the same period they shall return the rent paid for the period which has been re-let, less any costs necessarily incurred to re-let the property e.g. advertising, administration. No assurances can be offered that this will be so, therefore, holiday insurance is strongly recommended.

6. Changes to a Booking

Applicants wishing to change reserved holiday dates may do so providing the property is available and the owner is in agreement. An administration fee of £15 will apply.

7. No Smoking Policy

The owners operate a strict no smoking policy inside the property, and on the balcony.

8. Guests

The number of guests permitted to stay in Hendra Barn shall not exceed 10, 6 in The Old Coach House and 4 in 'Little Hendra' (excluding infants). These people will be named prior to arrival and only they will be permitted to stay during the booking period. Under no account can the prescribed number of persons be exceeded.

9. Pets

Well-behaved dogs are welcome at Hendra Barns, but they should remain outside of bedrooms off furniture. The tenant is responsible for clearing up after the dog(s) in the grounds.

10. Times and Duration of Letting

Tenancies commence at 16:00 on the day of arrival (or earlier by prior arrangement) to 10:00 on the day of departure. It is important that these times are adhered to so that the accommodation can be prepared for you and subsequent tenants. The tenant will be liable for any extra costs incurred for vacating later than the departure time. All keys are to be returned to the owner as agreed.

11. Property Information Folder

An information folder is provided in the property with important information about the property and local services. The inventory included with the folder should be checked by tenants on arrival and any discrepancies reported immediately to the owner.

12. Tenants' obligations

The tenants agree to:

- a. take good care of the property during occupation maintaining all furniture, fixtures, fittings and effects in the same state of repair as at the commencement of the holiday;
- b. use the property and its contents in a safe and appropriate manner;
- c. read instruction booklets before use of appliances;
- d. keep the property secure and lock (where locks exist) all windows and doors whenever the property is left unoccupied and comply with security and safety precautions;
- e. not to use the property or any part of it for any of the following, nor allow anyone else to do so: activities which are dangerous, offensive, noxious, noisome, illegal or immoral, or which are or may become a nuisance or annoyance to the owner, or to the owner or occupier of any neighbouring property;
- f. Not to act in any way which will or may result in the insurance of the property being void or voidable, or in the premium for the insurance being increased, nor allow anyone else to do so;
- g. leave the property in the same state of cleanliness and general order in which it was found; (an additional cost will otherwise be incurred to cover the extra cleaning)
- h. report any damage or breakage immediately to the owner;
- i. pay the costs arising from any breakages, damage to furniture or fittings, removal of any items from the property, damage to the exterior of the property including any damage to neighbours' property;
- j. not make any noise at the property which is audible from outside it between 11pm and 7 am;
- k. place refuse, surplus food and unwanted articles in bin liners inserted in the waste bins provided and, if full, to dispose of the contents of the bins in the refuse container outside of the house and to replace disposed of bin liners with fresh empty ones;
- I. not drop any litter in the roadways, paths or parking areas;
- m. not block the waste pipes and drains;
- n. not tamper with the electrical, gas, water or sewage services, pipes or equipment.

13. Damages and Breakages

The damage bond (Hendra Barn £300, Old Coach House £200, Little Hendra £150) will be refunded in full by the owner at the end of the letting period providing an inspection of the property reveals all to be in good order. Should this not be the case, the cost of any damages or breakages will be paid for from this bond and the remainder refunded. Any damages incurring costs over and above the damage bond amount will be invoiced with payment required immediately by return.

14. Reasonable Access

The owner and their representative retain the right to enter the property at any time.

15. Problems or Complaints

In the event of there being any problems or deficiencies with the accommodation or contents the matter should be reported to the management company at once. Prompt notification by the tenant is required to enable remedial action to be taken. No complaints will be accepted or correspondence entered into where complaints are made at the end of a tenancy.

16. Liability

The owner cannot accept any liability for:

- a. any injury sustained by any person;
- b. loss of, or damage, to any property brought onto the premises;
- c. cars, which are parked at owner's risk
- d. noise, nuisance or disturbance resulting from building works, noisy neighbours or local events etc.;
- e. disruption of service from utility suppliers;
- $\label{eq:final_continuous} \textbf{f.} \quad \text{closure of shops or amenities described in the property details.}$

17. Breaking the Terms and Conditions

The owner reserves the right to terminate the tenancy, without refund, if there shall be a breach of any of these conditions. This is without prejudice to any of the other rights and remedies available to the owner.

18. Non Availability of Property

In the event of the property becoming unavailable (e.g. through fire or other natural disaster) the tenancy is automatically cancelled or ended and the owner will refund all monies paid, or if the letting has commenced, proportionately any part of the rent for any period for which the property cannot be used. In no event shall the liability of the owner to the tenant exceed the rental paid for the property.