

SELF CATERING ACCOMMODATION TERMS AND CONDITIONS **FOR WAINLETE, CLEARWELL**

1. THE CONTRACT

- 1.1 The contract entered into is between Jayne Rogers and the person completing the Booking Form (the Hirer).
- 1.2 The contract is not effective until the required payment has been received and confirmation sent from the Owner to the Hirer.

2. BOOKING

- 2.1 Bookings cannot be accepted by:
 - a. Persons under the age of 18 years
 - b. Parties where the majority of members are under 18 years (except families or supervised groups)
- 2.2 The number of persons occupying a property must not exceed the maximum stated in the current property description. *[Babies under 2 are not normally counted as a member of a party.]*
- 2.3 The person who makes the booking (the Hirer) will be responsible for all persons declared and should ensure that they are aware of the booking conditions.
- 2.4 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.

3. RESERVATION

- 3.1 Provisional reservations can be accepted by telephone and must be confirmed within 5 days by the arrival of the required deposit.
- 3.2 Provisional reservations will be cancelled after 5 days without further reference.
- 3.3 To secure a reservation:
 - a. Telephone or email your provisional booking.
 - b. Send a 1/3rd of the total cost of the holiday as deposit minimum £30.
 - c. Pay the balance of the cost eight weeks before the holiday is due to start
- 3.4 If the balance is not received within the time 8 weeks before commencement the Owner reserves the right to cancel the booking and retain the deposit.
- 3.5 Bookings made within eight weeks of the start of the holiday require payment in full at the time of booking.
- 3.6 Payments shall be made by cheque or direct to Jayne Rogers bank account.

4. CANCELLATION

- 4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.
- 4.2 In the event of cancellation by the Hirer the Owner will endeavour to re-let the property and if successful may refund any monies paid less the deposit which is non-returnable.

[5. CANCELLATION INSURANCE

- 5.1 The Owner advises the Hirer to arrange holiday cancellation insurance.
- 5.2 Any contract of insurance is made between the Hirer and the Insurer and any claim under any valid policy should be made direct to the Insurer in accordance with the policy terms and conditions.
- 5.3 In the event of 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 cancellation insurance premium.

6. BOOKING ALTERATIONS

- 6.1 Any change by the Hirer in holiday dates will be subject to the agreement of the Owner.
- 6.2 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.
- 6.3 If for reasons beyond its control the Owner has to cancel or alter arrangements made for the Hirer it will make every effort to offer an alternative property if one is available.
- 6.4 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.

7 DAMAGE, LOSS AND NUISANCE

- 7.1 The Hirer agrees:
 - a. That the supervision of pets, children, babies and any adults requiring care remains the responsibility of the Hirer at all times.
 - b. To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied.
 - c. To pay for any damage or loss however caused, excluding reasonable wear and tear incurred during occupation.
 - d. Not to cause nuisance or annoyance to occupants of nearby property
 - e. To allow reasonable access to the property by the Owner if it is deemed necessary.
 - f. No smoking will take place upstairs in the Hiring.
 - g. Pets shall not be left unattended in the property at any time.
 - h. Pets shall remain downsta
- 7.2 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.

8 OCCUPANCY

Occupancy shall be from 3 pm on the day of arrival to 10am on the day of departure, unless special arrangements have been made (we have only a limited time to prepare the property for the next guests, and you are asked to respect this).

9. SERVICES

The supply of electricity and central heating is included in the tariff. The first basket of logs is provided.

10. DOGS

Dogs are allowed downstairs in the property. Owners are to leave the property and garden in a clean condition, or extra cleaning charges will apply. Any damage caused by the Dog shall be charged to the Hirer.

11. DESCRIPTIONS

11.1 Whilst the Owner makes every effort to ensure the accuracy of property descriptions, descriptions are inevitably subjective and are for guidance only. If there are any points of particular importance please contact the Owner to clarify information.

11.2 Whilst the Owner has taken all responsible steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements are accurate the Owner reserves the right to alter, substitute or withdraw any service, facilities or amenity.

12. LIABILITY

12.1 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, gas, electrical services, or exceptional weather.

12.2 No responsibility is accepted for loss or damage of property (including pets), vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

13. COMPLAINTS

13.1 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 caretaker immediately or as soon as reasonably possible and in any event before departure to allow remedial action to be taken. *[The Hirer should telephone the Owner/caretaker on 07717 528893]*

13.2 It is specifically agreed that failure by the Hirer to notify the Owner of any complaint in accordance with the timescale set out in clause [13.1] will entitle the Owner to refuse to entertain the complaint, irrespective of its merits.

14. 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.

15. LEGAL PROVISIONS

- 15.1 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.
- 15.2 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.
- 15.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement.

Jayne Rogers
Proprietor
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