

## Country Holiday Agency Ltd

### **1. Booking Conditions:**

WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS PLEASE READ THESE CONDITIONS CAREFULLY THESE CONDITIONS OVER RIDE ANY OTHERS ON PORTAL OR ADVERTISING WEBSITES OR ANY OTHER AGENT

### **2. Definitions:**

- “Agent” means Country Holiday Agency Ltd Registered Office: Windover House · St Ann Street · Salisbury, Wiltshire SP1 2DR · UK
- “Applicant”, “you” means the persons applying to rent the Property.
- “Booking Form” means the booking form specified by the Owner to be used by all Applicants including all preceding and subsequent email correspondence sent to or by the Owner in respect of any booking.
- “Conditions” these Terms and Conditions, as amended from time to time.
- “Guest” the Applicant and any member of the Applicant’s party staying at a Property.
- “Holiday” has the meaning given in Condition 4.
- “Owner” means, the owner or lease holder of the Property you are letting
- “Property” means any property owned or operated by the Agent or shown on the Agent’s website.

### **3. Reservation Procedure:**

Applicants can provisionally reserve a Property over the telephone, or online with the Agent but no contract shall exist between the Applicant and the Owner until the Agent has received the relevant payment in accordance with and subject to, the provisions of Condition 5 at which time the reservation will be confirmed subject to all the required details and Booking Form having been submitted with all required information to the satisfaction of the Owner. Full payment or payment of the Booking Deposit (see Condition 5) shall constitute acceptance of these Conditions by the Applicant. Any changes in the booking requirements of the Applicant not agreed to by the Owner, can be rejected at the Owners discretion (i.e. number of occupants or addition of pets) and the booking cancelled at the Owner’s discretion.

### **4. Duration and Times of Holidays:**

Stays commence at 4pm on the first day and end at 10am on the final day of the stay. This period is referred to as the Holiday for the purposes of these Conditions. The Applicant must ensure that all Guests leave prior to 10.00am on the last day of the Holiday, unless agreed in writing by the Agent to the contrary. Failure to depart on time may incur further charges to cover the reasonable costs of the Agent or Owner as the case may be.

## **5. Payment Procedure:**

No reservations for Holidays will be secured until the required booking fee is paid. For reservations made more than 12 weeks before to the commencement date of the Holiday a booking fee of 25% of the total amount due must be paid via bank transfer (“The Booking Deposit”). The Booking Deposit is non-refundable. All Booking Deposit payments should be made as specified to the Agent.

If a reservation is made less than 12 weeks before the commencement date of the Holiday the total amount for the Holiday together with any additional charges must be paid in full within 7 days of the booking in cleared funds and before arrival at the Property (if the Holiday commences less than 7 days from the date of the booking).

In the event that the Owner does not accept an Applicant’s reservation all monies paid will be refunded to the Applicant immediately.

Where an Applicant has only paid a Booking Deposit, the balance of the full amount due in respect of the Holiday and any additional charges are due 12 weeks before the commencement date of the Holiday.

The Cautionary Deposit (see Condition 8) is due 14 days before commencement date of the Holiday. This MUST be paid by bank transfer in cleared funds to the account nominated by the Agent. Late payment of any sum due under this Condition by the relevant due date shall entitle the Owner to cancel the Holiday at the Owner’s discretion and the Agent or Owner may re-advertise the Property without prior notice to the Applicant. The Applicant shall remain liable for payment of the full amount due in respect of the Holiday in accordance with the provisions of Condition 4.

Payments under these Conditions shall be made by bank transfer. All payments should be made as instructed by Mrs S Campos-Martyn of the Agent. The Applicant is responsible for and shall pay any charges raised against the Owner by their bank or Paypal for handling payments made by the Applicant.

In agreeing to these Conditions the Applicant acknowledges and accepts that they are entering into a direct contract with the Owner in respect of the letting of the Property.

## **6. Cancellation and amendment:**

ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE.

Any request to cancel a booking must be made in writing by email to the Agent. Cancellation is final and the

Applicant has no right to stay in the Property or continue with the Holiday after cancellation unless the dates fail to re-sell and agreed in writing by the Agent. This is entirely at the Agent's discretion. For the avoidance of doubt, paying any outstanding amount without advising the Agent does not nullify the cancellation.

The Applicant shall remain liable for the all payments due in respect of the Holiday whether or not these have been paid at the time of cancellation. Upon cancellation, the Owner will re-advertise the Property and will use all reasonable endeavours to obtain a replacement reservation for the Property in respect of the cancelled Holiday period. If the Owner is successful the Applicant will be refunded the difference between monies they have paid less the sums receivable from the re-letting less the Booking Deposit after deduction of all costs and expenses incurred by the Owner which shall include an administration fee of 25% of the booking value.

In the event that the Property is not re-booked for the cancelled Holiday period all charges remain due by the Applicant. If only part of the cancellation period is re-booked a refund will be made on a pro-rata basis.

Changes of date will be agreed at no cost to the Applicant provided that;

- i) any uplift in cost is paid; and
- ii) the original date is re-sold.

PLEASE NOTE: neither the Owner or the Agent accepts any responsibility for adverse weather or the consequences thereof.

The cost of heating is included in the rental from 1 October to 1 April. Out of these times it is available bookable in advance provided the heating costs are paid for. Please enquire as to the heating costs of the particular Property you are staying if any Guest has special needs or if the weather is likely to be unseasonably cold.

## **7. Changes:**

The Owner reserves the right to amend the price quoted on the website or linked websites due to errors or omissions. In the case of errors or omissions the Owner will contact the Applicant as soon as the owner becomes aware of the increase in charges. If the Applicant does not wish to pay the increase the Applicant shall be entitled to cancel the reservation and receive a full refund for all monies paid in respect of the reservation providing notice of cancellation is given in accordance with the provisions of Condition 5 and within 7 days from the Applicant receiving notice of the amendment to the price to be charged from the

Agent. Once a reservation has been confirmed in accordance with the provisions of Condition 3, should the Applicant require amendment to any of the information provided on the Booking Form a fee of £35 shall be charged to the Applicant.

Should the booked Property cease to become available for any reason the Owner will offer alternative accommodation of the same standard and size within the same county or within 70 miles of the Property, where available. The Owner reserves the right to give a full refund in the event that no alternative Property is available, and this is the limit of the Owner's liability under these Conditions.

PLEASE NOTE: that when Properties are booked in advance it is always possible that there may be some changes in the Property furnishing or facilities before arrival. If any facility is essential for the Applicant's stay the Agent must be advised of this at the time of booking.

### **8. Applicant's Obligations:**

The Applicant agrees:

1. To pay for any losses or damages to the Property or its fixtures, fittings or decor, howsoever caused (reasonable wear and tear excluded), regardless of which Guest caused the damage or loss;
2. To take good care of the Property and leave it in a clean and tidy condition at the end of the Holiday, and not remove any items from the Property;
3. Not to smoke at the Property;
4. Not to cook anywhere on the Property otherwise than in designated kitchen areas and BBQ (if provided);
5. Not to bring any pets to the Property unless previously agreed in writing with the Agent;
6. Not to bring more Guests to occupy or use the Property during the day than is agreed in the Booking Form without prior agreement and relevant payment;
7. Not to have a party at the Property, with loud music or antisocial behavior;

8. Not to behave in any way which might give cause for complaint from neighbouring properties;
9. Not to erect tents or park camper vans at the Property;
10. Not to hire performers or service providers without prior written permission of the Agent;
11. Not to sublet or use for a business venture without prior permission of the Agent; and
12. Not to set off fireworks. PLEASE NOTE: some of our properties have neighbouring shoots. If the birds are dispersed by the noise of fireworks, the loss to the shoot can amount to many thousands of pounds. A loss you will be responsible for.

### **9. Cautionary Deposit:**

A refundable damage deposit of £500 payable in advance by the Applicant or whatever amount is required as advertised. (referred to as a 'Cautionary Deposit') is payable (Canford dairy is £700). In the event that any Guest or Guests during the Holiday cause damage or incurs a need for professional cleaning services or leaves the Property without settling invoices for additional services or supplies received during the Holiday, the Applicant will be notified in writing of the details of such extra costs incurred, within [NUMBER] days of the end of the Holiday and this amount shall be deducted from the Cautionary Deposit.

If the Property is left in a satisfactory condition and all monies owed to the Agent and/or Owner have been paid, no such deduction will be made.

The Cautionary Deposit will be repaid to the Applicant within 30 days of the end of the Holiday or such proportion of it, where a deduction is to be made from the Cautionary Deposit by virtue of the provisions of this Condition. If damage is done to the Property no refund will be repaid until the cost of repair/replacement has been ascertained by the Agent or Owner as the case may be. The deposit will be returned to the Applicant as soon as all the relevant checks have been made. This can take up to 30 days, although we use reasonable endeavours to return at 14 working days from the end of the Holiday. In the event that some deductions are necessary no monies will be returned until the damage or loss is made good so as to cover any unforeseen costs of the Agent.

### **10. Hot Tub where available and booked.**

The Applicant agrees not to use the hot tub if it has not been booked and paid for, and that the use of the

Hot Tub equipment is at the Applicant's (or any third party residing in the Property during the period of the Applicant's reservation) risk in all respects. The Applicant agrees to observe and adhere to the "Regulations and Conditions Governing the Use of the Hot Tub and Ancillary Equipment" which form part of these Conditions and to ensure that any third party residing in the Property during the period of the Applicant's reservation also abides by the same. The applicant agrees not to allow the hot tub after 9pm or before 10am out of consideration to the neighbours.

## **II. Authority to Sign / Miscellaneous:**

The Applicant acknowledges that he/she/they are authorised to agree the Booking on behalf of all Guests and that those persons are aware of these Conditions. The Applicant shall be a member of the party occupying the Property and hereby agrees to the following:

1. If the majority of the individuals residing in the Property during the period of the Applicant's reservation are under 30 years old, or if the party are all of the same sex, the Agent must be notified in writing in advance of the Holiday. For the avoidance of doubt same sex groups are welcome.
2. There is no charge for extra children under the age of 2 although this is restricted to a maximum of two unless arranged directly with the Owner;
3. The Property details state the maximum number of persons permitted to occupy the Property and grounds at anytime;
4. No smoking is permitted within the Property;
5. You must not cause a nuisance or disturbance to neighbouring accommodation or behave in an antisocial way.

Any breach of these provisions will constitute a breach of Contract, the Owner may terminate the reservation forthwith in which event all moneys paid by the Applicant will be forfeited and the Applicant and any third party residing in the Property during the period of the Applicant's reservation may be required to vacate the Property with immediate effect.

The Owner reserves the right to take possession of the Property at any time where damage or nuisance has been caused by the Applicant or any third party residing in the Property during the period of the Applicant's

reservation. In such an event the Owner will not be liable to make any refund of any monies paid by the Applicant whatsoever.

#### **12. Restricted Mobility Applicants:**

The Agent makes effort to ensure that the Property is as accessible as possible. It is the Applicant's responsibility to advise the Agent, in writing, before booking, of the special needs of any individual in the group to ensure that the Property is suitable for their needs. Where the access to, layout or other physical feature of a Property may be reasonably foreseen to cause individuals with restricted mobility difficulties the Owner and the Agent have endeavoured to ensure that the information provided in respect of the Property has made this clear. Please note that the Owner does not accept any responsibility for the provision of equipment or any form of care required by any person due to any form of disability, illness or restricted mobility regardless of the cause.

#### **13. The Reservation:**

The reservation confers upon the Applicant the right to occupy the Property for a holiday only within the meaning of Section 9 of the Rent Act 1977.

#### **14. Non-Availability of Property:**

The Owner reserves the right to cancel the booking for any reason, and in such an event an alternative Property will be offered where available. If no alternative Property is available all monies paid in advance by the Applicant will be refunded in full but the Applicant shall have no further claim against either the Agent or the Owner for consequential losses or expenses. **WE RECOMMEND TAKING OUT HOLIDAY CANCELLATION INSURANCE.**

#### **15. Complaints Procedure**

**The Agent takes complaints seriously. In the unlikely event that you have a complaint about any aspect of your Holiday all complaints will be dealt with in accordance with the procedure set out in this Condition 15.**

**Please send full details of your complaint to the Agent at [scamosmartyn@me.com](mailto:scamosmartyn@me.com). The Agent will respond to you to acknowledge receipt of your complaint within 2 working days of receipt (Acknowledgment Email). The Agent will then fully investigate the details of your complaint and respond to you within 7 days of the Acknowledgement Email setting out details of what action will be**

**taken (if any). PLEASE NOTE in some cases the Agent will be reliant on responses from third party contractors, in this instance the Agent will respond as soon as it receives the relevant response from such third party contractor..**

#### **16. Liability:**

This Condition 16 sets out the entire financial liability of the Owner (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Applicant in respect of any breach of these Conditions; any use made by the Applicant or any third party residing or making use of the Property during the Applicant's period of reservation and any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions. The Owner shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the Property or any special, indirect, consequential or pure economic loss, costs, damages, charges, travel costs or expenses in respect of the reservation.

The Owners total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these Conditions shall be limited to the monies paid in respect of the Applicant's reservation. Any vehicle(s) of the Applicant or any third party making use of the Property during the period of the Applicant's reservation is left at the Property entirely at the risk of the owner of the vehicle.

The Agent accepts no responsibility for any Guest's personal possessions. Any personal possessions left in the Property may be donated to charity unless they are obviously in the Agent's opinion worth more than £100 in which case the Agent will hold onto them for 14 days from the end of the Holiday. The Agent will not return items that the Applicant cannot clearly identify as belonging to them or the relevant Guest.

#### **17. Discrepancies:**

In the event of discrepancy between these Conditions and any other document, these Conditions shall prevail. The owner may have additional Conditions pertinent to their specific Property. You will be advised of the prior to the commencement of the Holiday. If you are concerned about any conflict, you must advise the Agent immediately so that the situation can be clarified. In the event that you do not do so, these Conditions will prevail where conflict occurs.

Regulations and Conditions Governing the Use of the Hot Tub, swimming pools and play equipment where provided.

WE REQUIRE THAT OUR GUESTS READ AND AGREE THE FOLLOWING CONDITIONS WHICH SHOULD BE READ IN CONJUNCTION WITH AND FORM PART OF THESE CONDITIONS.

The Applicant agrees (and procures that each Guest agrees):

That every care should be taken when around or using the Hot Tub or swimming pool.

To make sure that the cover is always replaced after use to retain the heat, reduce condensation, and for the safety of children.

No children or vulnerable adults to be left unsupervised near the pool, hot tub or play equipment.

To note that the cover must be completely removed and that it is dangerous to be in the water with the cover on or partially on.

That no one should be in the Hot Tub or pool while under the influence of alcohol or drugs.

Not to take any glass items near the pool or hot tub area.

No Guests who are pregnant, under 16 years old or suffering from any medical condition should use the Hot Tub.

To ensure that nobody stays in the Hot Tub for more than 20 minutes and nobody uses the Hot Tub or pool while they are alone in the Property.

To behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the Property and not to use the Hot Tub after 10.30pm where there are neighbours nearby.

If the Applicant or third party residing or making use of the Property during the period of the Applicant's reservation is in breach of this clause, they may have the Holiday terminated immediately and without compensation or any further obligation.

Any damage to the Hot Tub, pool or play equipment arising out of misuse or as a negligence and or

failure to follow the instructions herein will be chargeable to the Applicant.

To use the Hot Tub, Pool and play equipment at the applicants own risk.

Not to alter or tamper with the hot tub settings or equipment.

To ensure No Children (or adults) must be allowed to climb on top of the hot tub cover.

To ensure that nothing is spilt in the hot tub or pool, and that all persons using the hot tub or pool shower beforehand and do not re-apply body or sun lotions until they have finished using the equipment.

The charge for the hot tub will vary depending on when you booked. It is always chargeable unless agreed to the contrary in writing before booking.

**Data protection**

Acceptance of these terms and conditions confirms that you are happy for us to hold data on our system in relation to your booking, the details of your booking and the correspondence between ourselves permanently. You can request details of this at any time.

We will not pass this data onto third-party for any marketing purposes but reserve the right to forward it to any authorities including the police, the local council, the fire service, the inland revenue, our insurers etc for the purposes of complying with their requirements and the law.

All of this information is backed up and stored on the Apple iCloud and we accept no responsibility for any data breaches through this system.

Signature of Applicant on behalf of all persons in the Applicant's party or email acceptance. In the event that these Conditions are not signed they will be deemed accepted by the Applicant on payment of the Booking Deposit.

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