

Salcombe and Country Holiday House.

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 CONDITION OVER RIDE ANY OTHERS ON PORTAL OR ADVERTISING WEBSITES OR ANY OTHER AGENT

1. **Legal Definitions:**

2. **"Owner"** means, the owner or lease holder of the property you are letting

3. **"Applicant"** means persons applying to rent the property

4. **"Booking Form"** means the booking form specified by the owner to be used by all Applicants. Or if not required the email trail prior and subsequent to booking.

"Tenants" means Applicants that have taken up residence in a property;

"Agent" means Country holiday Activities Ltd or group company.

(WWW.SALCOMBEHOLIDAYHOUSE.COM) OR Country holiday House

WWW.COUNTRYHOLIDAYHOUSE.COM)

Country Holiday Activities Ltd
and country holiday house ltd
Registered Office

· Windover House · St Ann Street · Salisbury, Wiltshire SP1 2DR · United Kingdom

2. **Reservation Procedure:**

Applicants can provisionally reserve the property over the telephone, or online with the agent but no contract shall exist between the Applicant and the Owner until these terms and conditions have been agreed accepted by the Applicant and the owner has received the relevant payment in accordance with and subject to, the provisions of Condition 4 at which time the reservation will be confirmed subject to all the required details having been submitted with all required information to the satisfaction of the Owner. Full payment or payment of a deposit shall constitute acceptance of these terms and conditions by the Applicant. Any changes in the booking requirement not agreed to by the owner, can be discarded at the owners discretion (i.e. number of occupants or addition of pets) and the booking cancelled at the owners discretion.

3. **Duration and Times of Lettings:**

The Applicant can occupy a reserved property from 4pm on the first day of the reservation, and the Applicant must ensure that all members of the applicants party who have been in occupation of the property as a result of a reservation

leave prior to 10.00am on the date of departure, unless agreed in writing to the contrary. Failure to depart on time may incur penalty costs.

4. Payment Procedure:

No reservations will be secured until the required booking fee is paid. For reservations made more than 12 weeks prior to the commencement date a booking fee of 25% of the total amount due must be paid via bank transfer. The booking deposit is non refundable. All booking deposits payments should be made as specified by Mrs S Campos to country holiday house ltd or subsidiary company, and constitute a booking fee. If a reservation is made less than 12 weeks before the commencement date the total amount due together with any additional charges must be paid in full or within 7 days provided, it has been paid in full, in cleared funds, before arrival at the property. In the event that the owner does not accept an Applicant's reservation all monies paid will be refunded immediately. The balance of the full amount due in respect of the reservation and any additional charges are due 12 weeks before the commencement date. The Cautionary Deposit (see Condition 8) is due 14 days before commencement date. This MUST be paid by bank transfer. Non payment of any sum by the due date could be deemed to be a cancellation at the owners discretion and the 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 reservation in accordance with the provisions of Condition 4. Payments under these Conditions can only be made by bank transfer. All payments should be made as instructed to Mrs S Campos-martyn. Any charges raised against the owner by their bank or Paypal for handling payments shall remain a liability of the Applicant and payment of any such charges will be charged to the Applicant.

In agreeing to these terms and 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.

5. 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. Cancellation is final. The Applicant cannot stay in the property or continue with the reservation after cancellation unless the dates fail to re-sell. You will be advised of this option if appropriate. Paying the 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 reservation whether or not they have been paid at the time of 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 cancellation period. If the Owner is successful the Applicant will be refunded the difference between moneys 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 cancellation 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 visitor provided that;

- i) Any uplift in cost is paid
- 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 and if any member of your group has special needs or if the weather is likely to be unseasonably cold.

6. 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 4 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 reserves the right to provide alternative accommodation of the same standard and size within the same county or within 70 miles. No refunds will be given if the Applicant refuses the alternative

accommodation

Furthermore 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 applicants stay CHHA must be advised of this at the time of booking.

7. 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 member of the applicants party 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 tenancy, 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
5. Not to bring any pets to the property unless previously agreed in writing with the Agent.
6. Not to bring more people to occupy or use the property during the day than is agreed in the booking confirmation without prior agreement and relevant payment.
7. Not to have a party at the property, with loud music or out of control behaviour.
8. Not to behave in any way which might give cause for complaint from neighbouring properties.
9. Not or erect tents or park camper vans at the property.
10. Not to hire performers or service providers without permission.
11. Not to sublet or use for a business venture without prior permission.
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.

8. Cautionary Deposit:

A refundable damage deposit of £500 (referred to as a 'Cautionary Deposit') is payable in accordance with the provisions of Condition 4. this applies to all properties except for Canford dairy which is £700. In the event that the Applicant or anyone staying at the property during the Applicant's reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during the Applicant's reservation period, the guest will be notified in writing of the details of any extra costs incurred, after the end of the reservation period and this amount shall be deducted from the Cautionary Deposit.

If the property is left in a satisfactory condition and all invoices have been paid, no charge will be made.

The Cautionary Deposit will be repaid within 30 days, after the end of the reservation period or (where a deduction is to be made from the Cautionary Deposit by virtue of the provisions of this Condition), then such proportion as due to be repaid to the Applicant. (if damage is done no refund will be repaid until the cost of repair/replacement has been ascertained) The deposit will be returned as soon as all the relevant checks have been made. This can take up to 30 days. In the event that some deductions are necessary no monies will be returned until the damage or loss is made good.

9. 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 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. Not to be used after 10.30 in the evening where there are neighbours nearby.

10. Authority to Sign / Miscellaneous:

The Applicant acknowledges that he/she/they are authorised to sign the Booking Form on behalf of all persons who will occupy the property throughout the duration of the reservation and that those persons are aware of the terms 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;
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 unreasonable way.

- 11.** 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:

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. Applicant's are required to inform the Owner in writing of the requirements of any person due to be residing at the property during the Applicant's period of reservation with regard to any restricted mobility issues that may exist. 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 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 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.

15. Liability:

This Condition 14 sets out the entire financial liability of the 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 this agreement; 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 this agreement. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. 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 the conditions of this

agreement shall be limited to the monies paid in respect of the Applicant's reservation under the conditions of this Agreement.

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.

16. **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. They will advise you of these. If you are concerned about any conflict, you must advise SHH/CHH immediately so that the situation can be clarified. In the event that you do not do so, these conditions will prevail where conflict occurs only.

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 THE BOOKING CONDITIONS.

The Tenants agree:

- 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, 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.
- The holiday of any Applicant or third party residing or making use of the property during the period of the Applicant's reservation in breach of this clause, 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 result of 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.

Signature of applicant on behalf of all persons in the applicants party or email acceptance

_____ date_____

Please note that once this document has been sent to you it will be considered agreed upon by yourselves if you do not advise to the contrary within 7 days