# PENNYS COTTAGE WALBERSWICK IP18 6TN <u>TERMS AND CONDITIONS</u> Revised January 2016

## 1. CONTRACT

The contract is between Anthony G Blount the building owner, and the client.

The contract will be entered into when the contract form is signed and dated by both parties and will be subject to all of the the booking Terms and Conditions.

The client must check the contents of the contract form carefully and agree to their compliance by ticking the box on the Rental Contract. Entry details will not be forwarded unless this is complied with.

The Tenant/s do not have the right to transfer the property to anyone else , or to share it with anyone (except their children) The Tenant/s cannot assign, sub-let, charge or part with the property or share possession of it. The Property is rented for a maximum 7 night stay.

#### 2. PAYMENT

A deposit of £250.00 is payable for all bookings.

The breakages and cleaning deposit is in addition to the Rental Charge and will be refunded within 14 days of departure subject to conditions. The deposit may only be paid by Credit Card (Please note that any Damage,Theft or other costs incurred by the owners above the deposit limit of £250.00 will be charged to the Credit Card, the expiry date of which must be valid for at least one month after the letting period).

The Rental Payment shall be due two months before the rental commencement date to the owner's bank (HSBC). Failure to make the balancing payment before the due date shall be construed to be a cancellation of the contract by the client and will be subject to an administrative charge of £25.

In the case of bookings made less than one month before the occupation date the entire fee shall be payable *in addition* to the Deposit of £250.00 mentioned above. In order to make a booking:

For Credit Card (Deposit Payment Only)

Call Chrysus Ltd 0207 2872792 10:30am – 1:00pm and 2.00pm – 5:30pm Monday – Friday (except Bank Holidays)

Bank details will be forwarded after receipt of the deposit, in order to pay the Rental Charge

#### 3. CANCELLATION

Cancellation by the client for any reason must be made in writing, at least 60 days before the letting date as stated on the Rental Contract, and addressed to

A.G. Blount c/o Chrysus Ltd, 7 Newburgh St, London, W1F 7RH.

or by e-mail to walberswick@joyeverley.co.uk .

On receipt of this notice the owners will endeavour to re-let the property for the period booked. If the property is successfully re-let we shall refund all monies paid minus a charge of £25 for administration.

If we can only re-let the property for a part of the period booked we shall refund the amount less a percentage for the number of days not let, plus a charge of £25.

If we are unable to re-let the property then all monies paid shall be retained by the property owners.

#### 4. CHANGES OF DATE

The owners may consider a request to alter the booking dates by the client after the confirmation has been issued. This request must be made in writing or by e-mail at least six weeks prior to the booking period and will be subject to a charge of £25 for administration.

The charge for the booking shall remain as for the originally agreed rental period.

#### **5. RENTAL PERIOD**

Unless otherwise agreed rentals commence at 2 pm and terminate at 10am on the departure date. The property must be vacated promptly in order to allow the cleaning contractors access to the property

#### 6. BREAKAGES OR DAMAGE

The clients are legally bound to reimburse the building owners for all breakages or damage to the property and its contents including the front and rear gardens, caused by themselves or by others owing to the clients negligence and excessive wear and tear.

A refundable deposit of £250 is payable with the booking fee and will be returned within a fortnight of departure and upon inspection of the property on the assumption the property is left in the condition it was on arrival. Additional costs incurred by the owners with regard to damage, theft or wear and tear, above this limit will be charged to the Credit Card.

## 7. CARE OF THE PROPERTY

All reasonable and due care shall be taken by the client with relation to the property and its furniture and fittings including the front and rear gardens.

The client is responsible for leaving the property in good order and in a clean condition and undertake to pay for any breakages or damage requiring replacement or repair and for any extra cleaning costs incurred. Books videos dvds and cds etc in the property may be used by the client but are not to be taken out of the property. Any items removed will be charged at the price of replacing as new to the credit card used for the initial Security and Breakages Deposit.

#### 8. THE NUMBER OF PERSONS USING THE PROPERTY

This is not to exceed (4) FOUR persons including children.

Due to safety issues the cottage is not suitable for children under 7 years of age or the infirm.

The persons named on the reservation form **ONLY** may use the property and its facilities including shower/bath washing machine, internet etc. Visitors may be permitted subject to the owner's written permission in advance of occupation and subject to a maximum of two persons only.

Assignment or subletting is not permitted in any circumstances.

Entry will be refused to the entire party upon failure to observe this condition.

Overnight guests are **NOT** permitted under any circumstance (including children).

Strictly no tents to be erected in the garden.

Failure to comply with these conditions will forfeit the contract and the occupants will be requested to immediately vacate the property and will *NOT* be reimbursed for any time remaining from their original booking.

#### 9. LIABILITY

The owners will not be liable to the client or third parties for any accident , loss, damage injury, expense or inconvenience arising in any way from the rental.

The owners will not be responsible for any items left behind by the client on vacation of the property. Any such items however if found will be returned on receipt of a suitable stamped addressed padded envelope, however we accept no responsibility for safe receipt of these items unless sent by Royal Mail Special Delivery.

In the event of the property becoming unavailable for any reason (such as fire, flooding, urgent repairs etc) prior to the letting date then all monies paid, held by the owners shall be reimbursed. The owners will not be liable for any inconvenience or loses financial or otherwise due to this cancellation.

#### 10. Wi - Fi and Telecoms.

Wi-Fi access and a telephone for incoming and emergency calls is provided free of charge (Tel No. 01502 723464). Free local calls can be made anytime. All other calls are blocked on this line.

The access code for the Wi-Fi installation will be provided on receipt of the final payment.

The facility is provided for guests to access e-mail and to send and receive small document packages only.

# 11. PETS

Cats or one dog (max Labrador type or smaller) may be permitted subject to the owners written approval. As a courtesy to our neighbours dogs barking should be controlled.

# Pets are under no circumstances to be allowed in the first floor area or on beds sofas or chairs. Owners must not allow pets to foul the garden areas.

Any extra cleaning costs with relation to the above will be deducted from the deposit at a rate of £20 per hour.

# **12. RIGHT OF ENTRY TO THE PROPERTY**

The owners and their appointed agents shall be allowed access to the property at all reasonable times (ie 8am – 6pm) to perform routine maintenance, gardening, inspection etc. and to carry out emergency repairs at ANY time.

#### **13. INSURANCE**

It is the clients own responsibility if required to take out holiday cancellation insurance.

#### 14. DISCLAIMER

The owners do not accept any liability for loss, damage, injury or accident which the hirer or his party may incur or experience. The owner cannot accept liability for any disruption or inconvenience which may affect your holiday where such failure is not reasonably the fault of the owner.

# **15. OCCUPATION**

It is hereby agreed that the purpose of this letting is to confer on the hirer the right to occupy the house and premises for a holiday only during the term reserved and no other rights of occupation.

# **16. APPLIANCES**

Such as TVs, Wifi, washing machines, fridge/freezers, dishwashers, showers, microwaves, toasters, CD and DVD players cannot be guaranteed in the event of a breakdown during your stay but everything will be done to repair or replace the items as soon as possible.

# **17. SECURITY**

Windows and doors must be kept securely locked at all times when the property is not being occupied

The address for all correspondence is as follows Anthony G. Blount Chrysus Ltd, 7 Newburgh St, London, W1F 7RH. E-mail walberswick@joyeverley.co.uk