

FAR VIEW HOLIDAY HOMES BOOKING TERMS AND CONDITIONS

1. Booking

The booking is a contract between the owners of the property and the applicant (the person signing the booking form – known as 'the tenant' during occupation of the property) for occupation of the property for a specified period. A booking will only be accepted in writing on the official booking form, accompanied by the specified deposit or full rent (see below) and a contract will exist between the applicant and the owners on receipt by the applicant of a written confirmation of the booking. The owners reserve the right until then to refuse the booking and return any payments made.

2. Authority to sign

The applicant confirms that he or she has read and understood the description of the property being booked as found in the 1 & 2 Far View website (subject to any amendments on the accompanying addendum) (herein after referred to as 'the property details'). The applicant is responsible for the property and ensuring that all members of the party observe these booking conditions and must advise the owners if the applicant is not a member of the party. The applicant must be over 18 years of age.

3. Eligibility and special conditions.

Bookings to single sex parties in excess of two or groups of people where the majority of the party are under the age of 25 (in both cases whether for all or part of the period booked) will only be accepted if specifically agreed and, if so, special conditions might apply. The owners also reserve the right to apply such special conditions to other applicants if they consider this to be appropriate. The owners are not required to give an explanation for any such requirement.

4. Property description and facilities

The owners make every effort to provide an up-to-date, true and accurate description of the property but the tenant accepts that minor differences may arise between the description or photographs and the actual property. All distances are approximate. The tenant is responsible for ensuring the selected property is suitable for their needs and for making any specific requirements/needs known to the owners.

5. Times and duration of letting

Lettings generally run from 2pm on the day of arrival to 10am on the day of departure unless specified to the contrary in the property details. Changeover days are as specified in the property details, unless otherwise agreed and noted on the applicants booking form.

6. Payment of rent

The full rent is due with bookings made less than 8 weeks in advance. A minimum deposit of 25% of the rent must be included with bookings made more than 8 weeks in advance and the balance must reach the owners at least 8 weeks before commencement of the tenancy (reminders are not sent). Dishonoured cheques or non-payment of balances by the due date may be considered as a cancellation. If payment is made by cheque close to booking and there is not enough time for it to clear at the bank, a fast clearance charge will be made. Rent includes vat where applicable.

7. Payments from UK

Payments can be made by (a) cheque (made out to Dr SPE & Melanie Tucker) (b) postal order (c) cash (we do not recommend making cash payments by post). If you wish to make payment by an alternative method please contact us with details.

8. Overseas payments

Payments from outside the UK can be made in one of the following ways (a) cheque drawn on a UK bank and made out in pounds sterling (b) bank draft made out in pounds sterling from a UK bank.

9. Cancellation

All cancellations must be advised immediately by telephone followed as soon as possible in writing. Where the applicant cancels the booking for any reason he/she will remain liable for the full amount of the rent. If, however, the owners is successful in re-letting the period or part thereof the rent paid for the period which has been re-let will be refunded less the following deductions: any reduction in the re-letting rent which the owners have had to make in order to re-let the property; £15.00 (plus vat) cancellation fee; any expenses incurred by the owners for additional administration or advertising; for overseas payment – any expenses incurred by the owners due to currency cheque negotiation or overseas postage. The applicant is not entitled to require the owners to re-let the property at the full asking rent unless he/she has already paid the full amount of the rent.

10. Property information folder

An information folder is provided in each property with important information about the property, local services and who to contact in case of problems. If missing, tenants must advise the owners immediately. Specific owners conditions with which tenants should comply may be included. The inventory included with the folder should be checked by tenants on arrival and any discrepancies reported immediately to the owners or housekeeper otherwise the inventory will be deemed to be correct.

11. Changes to a booking

If an applicant wishes to change their booking to another property this will be treated as a cancellation (see above) and a new booking. Applicants wishing to change dates on the same property may do so provided the property is available and the owners is in agreement. In either event a £15.00 (plus vat) re-booking fee is payable.

12. Non availability of property

If, for any reason beyond the owners' control, the property is not available for all or part of the period booked (e.g. fire damage) or the property has become unsuitable for holiday letting, the owners' liability shall be limited to the refund of all rents paid in respect of the period of unavailability.

13. Breach of contract

The owners reserve 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 owners).

14. Problems or complaints

Any problems or deficiencies with the accommodation or contents should be reported to the owners or housekeeper (as appropriate) immediately or at least within 24 hours. On no account will complaints be accepted or correspondence entered into where complaints are made after the end of the tenancy since no opportunity to take remedial action was allowed.

15. Matters beyond the owners control

The owners cannot be held responsible for matters beyond their control such as:

- (i) noise, nuisance or disturbance resulting from building work, noisy neighbours or local events etc.
- (ii) disruption of service from utility suppliers
- (iii) closure of shops or amenities described in the property details.

16. Security

A security deposit of £200 is payable with the balance or full payment of rent. This must be on a separate cheque (made out to the owners) as it will be held un-cashed. It will be returned to the tenant within 28 days of departure, provided that there are no deductions to be made as a result of damage or failure to comply with these booking terms and conditions. If charges have to be made the cheque will be paid in immediately. Any dispute about any deductions must be taken up directly with the owners of the property.

17. Tenants obligations

The tenants agree:

- a) To comply with the restrictions noted in the property details (e.g. no smoking)
- b) To pay the cost of all damage caused by the tenant or members of the tenant's party, to the structure, grounds, fittings or contents (fair wear and tear excluded). This is irrespective of whether any security deposit paid is sufficient to cover this. This includes repairs, replacements and the cost of extra or special cleaning (e.g. stained carpet). All minor damage such as breakage of glasses etc. should be rectified before leaving or, if impossible, should be paid for when keys are returned.
- c) To take good care of the property during occupation, to use the property and its contents in a safe and appropriate manner, to read instruction booklets before using appliances and to leave the property in a clean and tidy condition at the end of the holiday.
- d) Not to share the property with anyone who is not a member of the party and not to exceed the total number of people specified on the property details unless agreed in writing.
- e) Not to assign, sublet or part with possession of the tenancy without the owners approval and agreement in writing.
- f) To allow the owners or housekeeper reasonable access for the purposes of inspection or repair.
- g) Not to cause annoyance or nuisance to occupants of adjoining properties.
- h) To comply with the security and safety precautions and rubbish disposal instructions in the property information folder (see above).
- i) To leave on time. The tenant will be liable for any extra costs incurred for staying beyond the departure time.
- j) At the end of the holiday to return the property keys from whence they came or otherwise as instructed by the owners and to pay the cost of replacement of any such keys or change of locks as results from the tenant's failure to return the keys.
- k) Not to arrive before the arrival time without specific agreement.

18. Personal Property

The owners are not responsible for tenants' personal property either during or after occupation of the property. If items are left behind the tenant should let the owners know as soon as possible so that these can be searched for and returned if found. Reimbursement for postage, packing and any other expenses as well as an administration charge will normally be required in advance. Items which are not claimed or where postage, packing etc. is unpaid will only be kept for a short period before being disposed of.

19. Insurance

The owners strongly recommend that tenants obtain their own comprehensive insurance cover for their holiday to cover such risks as cancellation, accident or breakdown. If the tenant has to cancel their holiday they must advise the owners whether or not they have cancellation insurance. Please note that the holiday homes only have standard building and contents insurance which does not cover for accidental damage.

20. The Tenancy and Jurisdiction

The tenant will have the right to occupy the property for a holiday within the meaning of Housing Act 1988 (Schedule 1, paragraph 9). In all disputes and interpretation of this contract English law and jurisdiction will apply. If a court finds that one of these booking conditions is illegal, void or unenforceable, in whole or in part, the remainder of the bookings conditions will continue to be valid and have full force and effect.