

**RESTHAVEN**  
**Holiday Letting Terms and Conditions**

## DEFINITIONS

The following definitions apply in this Terms and Conditions document:

- The “**Owner**” refers to the registered owners of the property, being Mr and Mrs A. Williams.
- The “**Agent**” or “**Property Manager**” shall mean the owners of 24 7 Consultants acting as letting Agents on behalf of the property Owners.
- The “**Customer**” is the person whose name appears as the customer on the Booking Confirmation.

## CONTRACT

The contract shall be between the Customer and the Owner acting through the Agents, but will not exist until the Reservation Form has been confirmed by the Customer and an initial Deposit or full payment received.

When a reservation is confirmed the customer is liable for the full cost of the booking, which must be paid within 8 weeks of the commencement of the let, unless the reservation is made less than 8 weeks before the holiday, in which case the full cost of the holiday is payable at the time of confirmation.

It is the Customer's responsibility to ensure that payment is made on time and automatic reminders from the Owner or Agent are not generally provided. Post-dated cheques are not accepted.

Although the Agent/Owner will endeavour to resolve with the Customer any non-payment after the due date such non-payment may be treated as a cancellation of the let and the property considered as available for re-letting without further reference to the customer.

Payments by cheque will only be considered complete when the cheque is cleared. If a cheque is not accepted, the Customer is liable for any additional costs of referral.

The prices quoted for the let and any extras are inclusive of any VAT or other taxes.

## ALTERATION AND CANCELLATION.

Alterations to a confirmed booking need to be agreed by the Customer and the Owner and confirmed in writing by a revised booking confirmation. It will be considered as a new contract which replaces the original.

If a reservation is cancelled the Customer will forfeit any deposit immediately, and will remain liable for the full booking amount unless the property is re-let prior to the original booking date. If the property is successfully let after cancellation the Owner will return any balance of funds, less the deposit amount.

## CUSTOMER OBLIGATIONS

The Customer agrees:

1. To make normal and reasonable use of electricity, fuel and water supplied as part of the let.  
The Owner has the right to charge extra where excessive use has occurred.
2. To pay for any losses or damages to the property caused by the Customer or guest, excluding reasonable wear and tear.
3. To keep the holiday property and all furniture, fittings and effects, in or on the property, in the same state of repair and condition as at the commencement of the booking and to leave the property in the same state of cleanliness and general order in which it was found. Also to use all appliances and equipment with due care and follow their instructions for use.

The Owner/Property Manager will be entitled to make an additional charge to the Customer if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the Customer's departure or the property has not been left as it was found with everything in its original location, or appliances mistreated.

4. To keep all keys to the property safe and return them to the Agent or secured in a key safe as directed.  
Keys and any access codes are to be treated securely and not given to third parties.
5. To respect the quietness and neighbourliness of the residential area in which the property is situated.

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**GENERAL CONDITIONS**

1. The person making the booking is responsible for the property and ensuring that members of the party observe all aspects of their obligations.
2. Only the persons named on the booking form are allowed to occupy the property, and to comply with the Owner's insurance requirements, only the maximum number of persons shown on the reservation confirmation may occupy the property. If the stated number of persons are exceeded, the Owner/property manager is entitled to refuse entry and this will be treated as a cancellation by the customer. Children aged over two years at the time of occupation are classed as one person.
3. Under no circumstances can the reservation be extended beyond the initial booking except by the prior written agreement of the Agents or the Owner.
4. The Customer and guests must observe the Owner's/Property Manager's rules at all times giving the Owner/property manager the right to inspect the property during the holiday if required.
5. The Owner/Property Manager is entitled to ask the Customer or member of the customer's party to leave the property, without refund of monies paid, if in the reasonable opinion of the Owner/property manager the behaviour of the Customer is unacceptable.
6. Whilst the Agent/Owner must take all reasonable steps to ensure the accurate description of the published facilities, they cannot accept responsibility for minor errors or differences contained in the brochure or website. The Customer must accept that minor differences between the text and photograph/illustration and the actual property will arise due to normal household maintenance, replacements and improvements.
7. Any distances quoted in the brochure or website are approximate and facilities may be altered or withdrawn for reasons not within the Agents/Owners control and responsibility cannot be accepted or compensation considered. Neither the Agents nor the Owners can accept any liability for any loss or damage resulting from information given or statements made by the Agent.
8. Any complaints regarding the condition of the property, the accommodation afforded or the facilities available must be taken up with the Owner or local property manager immediately, so that any remedial action can be taken. If the customer vacates the property prematurely as a result of any alleged dissatisfaction, or makes any claim upon return from the property and has not followed the simple procedure above, then no liability for any subsequent claim will be accepted or correspondence entered into.  
  
All complaints made during the booked period must be confirmed in writing to the Agent within 7 days of the last day of the let. The maximum of any compensation is limited to the original price of the let.
9. The Owners/Agent reserves the right to alter prices given, due to errors or omissions or any unforeseen changes in tax or other costs. If price alterations apply to confirmed bookings the customer has the right to cancel within 7 working days of notification.
10. If for reasons beyond the control of the Owner or Agent a property is not available for the date booked, the Agent will endeavour to offer alternative accommodation of a similar type and standard and at the same cost as that originally requested by the customer. Should the alternative property offered be of a higher price the Agents reserve the right to charge the difference. If the alternative accommodation is not acceptable to the Customer, or no alternative accommodation can be offered, the Owner or Agents will provide a full refund of all monies paid by the Customer and be under no further liability.
11. Pets are not permitted unless by express written consent of the Owner. If a pet is taken to the property without such permission the Owner/Property Manager is entitled to refuse entry and this will be treated as a cancellation by the Customer.
12. Smoking is not permitted within the property.

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## **THE ACCOMMODATION.**

Resthaven is a self-catering furnished holiday let consisting of 3 bedrooms, Bathroom, Lounge and Kitchen/Diner with private garden and driveway. Other rooms, facilities not specified in the publicity, including the garage, are solely for the private use of the Owner and Agent.

When full payment has been made the Customer through the Agent shall be given access to the property and use of the published facilities, subject to the Terms and Conditions herein for the duration of the occupancy as defined in the Booking Confirmation arrival and departure dates.

Occupation of the property through the Agents is strictly on the basis that the accommodation is for holiday use only and solely for the duration stated on the Booking Confirmation and that no right to remain in the accommodation exists by the Customer or any person allowed into the property.

Neither the Agents or Owners can accept liability for any claim arising out of delayed arrival to a holiday property, or cancellation of the holiday by the Customer, due to adverse weather conditions which prevent travel to the property temporarily or at all. The Customer will be held liable for any costs incurred through any delayed departure. The Agents accept no liability for the area surrounding the accommodation.

All the contents of the house are part of the Owner's property and must not be removed from the house without prior written consent of the Owner or the Agent, even on a temporary basis.

## **USE OF AMENITIES.**

The use of additional amenities, such as high chairs, cot etc. is entirely at the user's risk, and the Agent/Owner will not accept responsibility for loss or damage to the Customer's belongings, personal injury or loss of life.

Availability of amenities cannot be guaranteed.

## **DATA PROTECTION**

The Owner and Agent will hold Customer information and bookings on their computer systems.

Customer data will not be passed to a third party without the express permission of the Customer unless required to do so by law.

## **LIABILITY**

The Agent will not be liable for any act, neglect or default on the part of the Owner or any other person, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property, which the Customer or any member of his or her party may suffer arising out of or in connection with the booking, or resulting from any other cause whatsoever, including any activities as may be publicised in websites or other literature. Save insofar as death or personal injury to the Customer or any member of the holiday party resulting from their negligence.

English Law and Jurisdiction to apply.

These Booking Conditions cancel all previous literature and prices. E. & O.E

December 2011.