

## **DUCK'S COTTAGE - TERMS AND CONDITIONS OF RENTAL**

### **1) General**

- a) This is a legally binding contract between the property owners, Timothy Christopher Fowle and Alma Joan Fowle, and the holidaymaker. The property owners are also referred to as “we” and “us”.
- b) The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as “you”.
- c) The property referred to being Duck's Cottage, Charlton St Peter, Pewsey, Wiltshire, SN9 6EU.

### **2) Bookings**

- a) A booking deposit of 30% of the rental charge is payable within 3 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). Following receipt of funds we will send an email to confirm the booking. The booking then becomes confirmed. Until the booking is confirmed it can be cancelled at any time without prior notice by either party.
- b) The balance of the rental charge is payable not less than six weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not necessarily issued.
- c) Bookings made less than six weeks prior to the arrival date must be paid in full at the time of booking.

### **3) Cancellation by the Holidaymaker**

- a) Cancellation of the booking by the holidaymaker should be made in writing and addressed to: Mrs A J Fowle, Charlton Manor, Charlton St Peter, Pewsey, Wiltshire, SN9 6EU, United Kingdom, or be made by email to [info@ducks-cottage.co.uk](mailto:info@ducks-cottage.co.uk)
- b) In the event of a cancellation the owners will attempt to re-let the property for the period of the booking. If we succeed in re-letting the property for the whole of the period at the full original rental all monies paid will be refunded, less an administration charge of £30. If we succeed in re-letting the property for the whole of the period but at a reduced rate or for part of the period booked the holidaymaker will be responsible to pay us an amount equal to the

remainder of the original rental and be liable for an administration charge of £30. If we are unable to re-let the property at all then all the monies paid by the holidaymaker shall be due to the owners.

For example:

Holiday booked for £1,000, deposit of £300 paid. Holidaymaker cancels before final payment.

Owner re-lets whole week but at a rate of £850. Holidaymaker receives back £300 - £150 - £30 admin charge = £120

Owner re-lets for long weekend at 75% of full charge, i.e. £750. Holidaymaker receives back £300 - £250 - £30 = £20

For this reason we strongly recommend that holidaymakers take out their own holiday cancellation insurance.

#### **4) Cancellation by the property owners**

- a) The property owners will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes unavailable and we have to cancel the booking, the holidaymaker shall be entitled to a full refund. We shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

#### **5) Changes of date**

- a) The property owners will consider a request for a change in the booking dates if such request is received more than 8 weeks before the start of the booking. An administration fee of £30 will be due to the owners under these circumstances.

#### **6) Period of hire**

- a) Every effort will be made to have the property available from 5.00pm on the day of arrival. The property must be vacated by 9.30am on the day of departure. Information about keys and how to collect them will be provided once full payment has been received.

#### **7) Number of guests**

- a) The maximum number of people entitled to stay at this property is six and only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property this will be considered a breach of contract and the holidaymaker and his/her party will be asked to

leave immediately without any refund. Sub-letting or assignation of the property is prohibited.

- b) Children over the age of two years are permitted as members of a holidaymaker's party but count towards the maximum number of people entitled to stay at the property. Infants under two years of age are also permitted and can be in addition to the maximum number of people allowed.

## **8) Care of the property**

- a) The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner immediately. We retain the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the reasonable opinion of the property owners) will not be charged for.
- b) We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. We retain the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

## **9) Pets**

- a) Pets are allowed in the property subject to the property owners' prior agreement. All pets must be house trained and the number and type of pet must not exceed that agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.
- b) Pets must not be left unaccompanied in the property at any time and must not be allowed upstairs or on the furniture. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. We cannot be held responsible for any accident or injury to a pet during their stay.

## **10) Holidaymaker's general obligations in relation to the property**

- a) The holidaymaker shall use the property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.
- b) The holidaymaker shall make good all damage caused to the property (including the owner's fixtures and fittings) or to any other property owned by the owner through:
  - i) any breach of the obligations set out in these terms;

- ii) any improper use by or negligence of the holidaymaker or any person at the property with the holidaymaker's permission.
- c) The holidaymaker shall not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the property.
- d) The holidaymaker shall place all refuse in the receptacle(s) provided for the property by the owner or any other competent authority.
- e) The holidaymaker shall not do anything on the property which may be a nuisance to or cause damage or annoyance to the owner or the tenants or occupiers of any adjoining property.
- f) The holidaymaker shall not use the property for any illegal or immoral purposes.
- g) The holidaymaker shall not cause or permit any dangerous or inflammable substance to collect in or on the property apart from those needed for general domestic use.
- h) The holidaymaker shall not alter add to or interfere with the appearance structure exterior or interior of the property or the arrangement of the fixtures furniture and effects belonging to the owner.
- i) At the end of the holiday the holidaymaker shall remove the holidaymaker's belongings from the property and leave the property clean and tidy so that the property is ready for immediate re-occupation.

## **11) Miscellaneous**

- a) Whilst every care is taken to provide a true and accurate description of the property, over time alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.
- b) The property owners reserve the right to enter the property, at any reasonable time, in the event of an emergency. The owner or their agents shall be allowed right of entry to carry out any repairs, by prior arrangement with the holidaymaker, should this be necessary.
- c) The property owners reserve the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owners to be unreasonable or unacceptable.
- d) Duck's Cottage is a no smoking property. There is to be no smoking or vaping within the property at any time. Failure to observe this term will result in clause 10.iii) above coming into force. Smoking in the garden is permitted provided that all cigarette butts etc. are disposed of correctly.

## **12) Liability**

- a) The property owners shall not be liable to the guests or third parties for any accident, damage, loss, injury, expense or inconvenience which may be suffered, incurred, arise out of or is in any way connected with the rental. The property owners take no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.
- b) Children must be supervised at all times.

## **13) Complaints**

- a) Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances it is the responsibility of the holidaymaker to make any such problem known to the property owners (or their representative) immediately it becomes apparent, thereby giving us the opportunity to correct the situation. Unless this procedure is followed no subsequent claim will be entertained.
- b) We will make every endeavour to rectify any identified problems as soon as is reasonably possible.

## **14) Pandemic**

- a) The coronavirus pandemic is now a known virus worldwide, affecting every aspect of daily lives. Any consequences of the virus, in particular when booking accommodation, are no longer viewed as unforeseen circumstances or events and this is recognised as such by the Association of British Insurers. By making a booking with us the holidaymaker, accepts there is a risk that your holiday may not go ahead so the following will apply:
  - i) if you have a disinclination to continue with your booked stay for any reason or HM Government or Local Government issues advisory guidance on not travelling or other restrictions, this will not be accepted as a reason to cancel or postpone. Section 3 above will apply to any cancellation in these circumstances.
  - ii) if you, the holidaymaker, or us, the property owners, have to cancel or postpone a booked stay due to the Covid-19 virus because of HM Government or Local Government mandatory orders or mandatory instructions for non-essential travel, mandatory local lockdowns/movement restrictions and/or mandatory national lockdown/movement restrictions or Covid-19 outbreak linked to the area where the property is located, we will refund the full amount received or rebook for a different date. If the holiday is re-booked the usual £30 administration fee for rebooking will be waived in these circumstances.

- b) The property owners strongly recommend that holidaymakers take out travel insurance relevant to the holidaymaker's personal situation.

**15) General**

- a) Any obligation on the holidaymaker in these terms not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- b) Whenever there is more than one person comprising the holidaymaker, their obligations may be enforced against all of them jointly and against each of them individually.
- c) The owners and the holidaymaker do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- d) This contract shall be governed by the law of England and Wales.