

The Bothy Self Catering Holiday Letting Agreement & Terms and Conditions of Booking

**Launceston Farm, Blandford Forum, Dorset, DT11 8BY
Tel: 01258 830528 info@launcestonfarm.co.uk**

Please read these conditions of hire carefully. When making an on-line booking, once you have ticked the box on the on-line booking form, you are bound to this agreement.

Holiday Letting agreement

The Guest agrees with the Owner as follows:

1. To pay the letting fee. Full payment of the fee is due on confirmation of booking
2. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
3. To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted).
4. Not to remove any of the furniture from its present position in the Premises.
5. To use the premises as a private holiday residence for a maximum of two people only and not for any other purposes whatsoever.
6. Not to affix any poster or placard to the interior or exterior of the Premises.
7. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
8. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
9. Not to use the property for any illegal or immoral purposes.
10. Not to play or permit to be played in the premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the premises.
11. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
12. Not to smoke or permit smoking inside or on the Premises.
13. To inform the owner in advance of arrival of any pets accompanying the guests and to keep their pets fully under control during their stay.
14. To accept and abide by the General Booking Terms & Conditions that comprise Page 2 of this Holiday Letting Agreement.

Breakages / Extra Cleaning Cost: The guest will replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted). A cleaning charge of £30 per pet will be added to the rent to cover additional cleaning costs.

On completion of the letting period: The Guest agrees to leave the Premises and the furniture, in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement.

(Cont.)

Provisions and Declarations

1. If at any time during the letting period, the fee or any part of it is unpaid or any covenant by the Guest contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners or their Agent at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and upon re-entry this Agreement shall absolutely determine but without prejudice the right of action of the Owners or their Agent in respect of any breach of any covenant contained in this Agreement.
2. This Agreement is made on the basis that the Premises are to be occupied by the Guest for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
3. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
4. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the Premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
5. The terms and conditions of the Agreement become valid upon written confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.

GENERAL BOOKING TERMS & CONDITIONS

The maximum capacity of The Bothy is two adults (aged 18 or over). The Lead Guest must be authorised to make the booking and to accept these Booking Terms & Conditions by all persons named on the on-line booking form. The Lead Guest will be responsible for making all payments due.

On receipt of documents from us you must advise us if anything appears to be incorrect. We (the owners) regret that we cannot accept liability if we are not notified of any inaccuracies within 10 days of our dispatching the documents to you.

We reserve the right to refuse a booking without giving any reason.

RENTAL PAYMENT

In order to confirm your booking, we must receive payment in full. Your booking will be confirmed via email within 24 hours of receipt of this on-line payment. Although we would not anticipate any costing errors, should there be an obviously incorrect price shown, then we will email a new invoice to you and will not be bound by the incorrect price shown.

YOUR CONTRACT

A binding contract comes into existence when your booking is confirmed by email. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.

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CANCELLATIONS – BY YOU (LEAD GUEST)

You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us.

If the accommodation is re-let, the Owner will reimburse the rental cost minus any expenses incurred. Unfortunately if the accommodation is not re-let the following cancellation charges apply:

Less than 2 weeks prior to arrival date – 100% of full cost
Between 2-4 weeks prior to arrival date – 90% of full cost
Between 4-8 weeks prior to arrival date – 75% of full cost

Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday and advise you to take out adequate travel insurance to cover your costs if you have to cancel your holiday.

CANCELLATIONS – BY US

It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of force majeure or for any reason that makes the property unfit for rental, you will receive a full refund of all monies paid to us.

INSURANCE

It is the responsibility of the Guests to ensure that their personal possessions are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions. We also recommend that guests arrange adequate travel insurance for cover in case of cancellation (see CANCELLATIONS).

COMPLAINTS

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 28 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause. No complaints will be entertained at the end of the hiring period or after the Guest has departed.

OCCUPATION OF THE PROPERTY

Only the named guests are permitted to use or stay in the property. If you are expecting visitors, you must let us or our representatives know. You and your party must not exceed at any time the numbers of sleeping places, ie 2. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the party.

LOCATION MAP, DIRECTIONS AND KEY COLLECTION

Location map and directions with key collection instructions will be sent to the booker on receipt of payment.

ARRIVAL / CHECK-IN TIME

This is from 16.30 Hrs / 4.30pm on the arrival day booked. We may be a little flexible on this, but in peak months this is usually not possible. Please check with us within a few days of your arrival date and when possible we will be happy to oblige.

DEPARTURE / CHECK OUT TIME

This is by 11:00 Hrs / 11:00am on the departure day booked. We can be a little flexible on this, provided that there are no imminent new arrivals. Please check with us and when possible we will be happy to oblige.

We look forward to welcoming you