English Association of Self-Catering Operators

GUEST COPY

Standard Terms and Conditions for the letting of a holiday home on a short-term basis

Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with the owner of the property in which your accommodation is to be provided. In these conditions "the client" or 'you' includes the lead-named person on the booking and all persons on whose behalf a booking is made. "The owner", 'we' or 'us' means the owner of the property or someone acting on the owner's behalf.

Booking and payment

When the lead person named on the booking makes a booking he/she guarantees that he/she is aged 18 or over, has the authority to accept and does accept the terms of these booking conditions on behalf of all members of the party booking.

A deposit of up to one half of the rent must be paid at the time of booking. If the reservation is made within eight weeks of your travel date the full amount is payable upon booking. No contract will exist until we receive this amount and confirm your booking. The balance must be paid at least eight weeks before departure. If the balance is not received in full and on time, we reserve the right to treat the booking as cancelled by you and the cancellation charges in accordance with the clause below will apply.

If the arrangements you wish to book are available, the owner will confirm the booking in writing. A binding agreement will come into existence between the client and the owner when we despatch this confirmation to the client.

The lead person whose signature appears on the booking form (or an electronic or telephonic agreement of a similar nature) is responsible for listing all names and addresses of all members of the party booking on the booking form, making all payments due and notifying us in writing if any changes or cancellations are required as well as for the conduct of the other members of the party

Damage deposit

The owner may in addition require a security deposit to be paid by the client prior to occupation of the property. This money will be refunded promptly (by credit card if originally paid by credit card) within 7 days of the end of the holiday less the reasonable cost of repairing any damage for which the client is responsible or unpaid charges for services or supplies and the reasonable charges for additional cleaning beyond the normal cleaning regime for the property.

Alterations and cancellation by the owner

Although it is unlikely that we will have to make any significant changes to confirmed arrangements, or that specific accommodation ceases to be available as booked, this does occasionally happen, and we will try to advise you of any change or cancellation at the earliest possible date. In this event we will offer you equivalent alternative accommodation or (if you reasonably choose not to accept the alternative offered) we will refund you all money you have paid (including the deposit).

Cancellation by the client

Cancellation must be in writing by the lead person and sent by recorded delivery to the owner's or the owners' agent's address. Cancellation of accommodation will be effective from the date of receipt by us of the written cancellation notice.

Any monies paid at the date of cancellation are not refundable in the event of cancellation by the client and the client will be liable to pay the balance of the cost of the accommodation unless the owner is able to re-let the property to another client. In the latter case the owner is entitled to charge you a reasonable charge for administrative work along with the amount of any financial shortfall if the value of the new booking is less than that of the original booking. If you are covered by holiday insurance you may be able to recover these cancellation charges.

Alterations by you

If, after the contract comes into effect, you wish to change any details of the booking (e.g. arrival date) we will endeavour to comply. A fee not exceeding £25 will be charged for each amendment. In the event that eight weeks before arrival you wish to alter your arrival date to a later date the cancellation charges will apply.

Prices and other charges

The price of your accommodation is subject at all times to changes arising from government action such as changes in VAT or any other government imposed changes which may result in a variation of your holiday price. We reserve the right to alter any of our advertised accommodation prices in this event or in the event that we make an error. You will be advised of the price of the accommodation that you wish to book before your contract is confirmed. Please note that changes and error may sometimes occur and we reserve the right to correct them.

We will make an administrative charge in respect of work and expenses associated with a cheque that is returned unpaid. (If paid on representation this will not exceed £50)

Force majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay

you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our control.

The owner's obligations to you

The accommodation provided at the property will be done so using reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in providing your arrangements. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

We have no liability in the following situations:

(i) where the accommodation cannot be provided as booked due to circumstances beyond our control

(ii) where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.

(iii) where you incur any loss or damage that relates to any business activity.

(iv) where any loss or damage relates to any services which do not form part of our contract with you.

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of twice the cost of your accommodation. This limit does not apply to cases involving death or injury.

Your use of the property

The booking is not transferable. Only those guests whose names and addresses appear on the booking form or similar paper records may stay overnight in the property unless the owner gives express permission for overnight guests of the client to be accommodated in addition to the pre-booked party. Day guests in reasonable numbers (and in all cases, within the numbers intended for the accommodation in question) may be entertained in the property but the owner reserves the right to require advance notice of any such invitation. If persons whose names do not appear on the booking form or other records, and for whom no permission to stay has been granted by the owner, are found to be staying overnight in the property the owner reserves the right to terminate the holiday without compensation.

The purpose of the property rental is holiday use only and the client is not permitted to conduct a business, trade or profession (other than the maintenance of business communications by telephone, post or electronic means) from the premises without the written approval of the owner.

The client and his party are required to apply normal security precautions for the prevention of theft or burglary including locking of all doors and securing of all windows when the property is unoccupied and the securing of doors whilst the occupants are asleep to prevent entry by an intruder.

The client will leave the property in a clean and tidy condition at the end of the period of occupation, ensuring that kitchen surfaces are free from grease, and that litter and refuse is placed in bags or receptacles that are provided for that purpose. The owner may make a reasonable additional charge for additional cleaning work if the property is left in a dirty condition or an abnormal amount of refuse needs to be disposed of.

In the event of damage to the premises or any of the owner's property, or loss of the owner's equipment, the client must inform the owner immediately (except that minor damage or loss need not be reported between 2000 hours and 0800 hours). The owner may make a reasonable charge for replacement of lost keys.

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the accommodation owner or their agent failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

The owner has a right to enter the property at any reasonable time to effect urgent essential repairs to the property or the fixtures and fittings of the property and this right extends to any tradesperson or maintenance worker appointed by the owner. In an emergency where the safety or security of the premises or the occupants is endangered, or serious damage to the property would ensue if an emergency repair were not carried out, this right may be exercised at any time of the day or night. The owner will

endeavour, so far as practicable in the circumstances, to make the best possible arrangements for the continued comfort of the client and his/her party, to keep the client informed about the progress of the work, and to carry out the work at a time convenient to the client where this can be arranged. The owner may enter the premises at any reasonable time to carry out an inspection or for other purposes.

Fireworks are not permitted to be used or brought onto the premises or grounds unless the owner has given express written permission for them to be used or brought in.

The client must treat the property's neighbours (if any) with respect at all times and in particular must ensure that the level of noise emanating from the property is reasonable at all times. Between 2300 and 0800 noise must be kept to a low level that does not cause any disturbance to local residents. The client must ensure that proper control is exercised over children and animals (if permitted) and that vehicle doors are closed quietly and horns not used unnecessarily. Refuse must not be left in a position to cause inconvenience to neighbours and the parking of vehicles must be carried out with due consideration for neighbours. Animals in the custody of the client and his/her party (if permitted) must not be allowed to stray onto neighbours' property.

No electric appliances (other than radios, mobile telephones, portable computers, and other small consumer electronic devices) may be brought into the premises without the owner's express permission

The owner reserves the right to completely prohibit smoking in the premises or grounds.

Accuracy

The owner will describe the property honestly and without omitting significant information but minor variations from the brochure or website description may occur as a result of maintenance, painting, improvements or replacement of fixtures and fittings. The owner undertakes to inform the client of any significant variations compared to the brochure or website description. Significant variations are those that, in the opinion of a reasonable person, would have a substantive effect on the enjoyment of a holiday in the premises.

We take great care to provide accurate information on the property and general area in which it is located. However, there may be occasions when facilities which are not under our direct control may not be available. We will endeavour to inform you of any such changes in advance; although these will not in themselves necessarily entitle you to cancel your booking without the usual penalties.

Complaints

In the event that the client has a complaint about any aspect of the premises or the service provided he/she must bring this to the attention of the owner at the earliest opportunity (between 0800 and 2000) in order to give the owner the opportunity to remedy the cause of the complaint. Any verbal notification must be put in writing within 21 days of the end of your stay at the property. All such complaints should include all relevant information together with your booking reference. Failure to do so will affect our ability to investigate your complaint, and will affect your rights under this contract.

Rural properties

The client and his/her party must understand that in the case of a holiday home in a rural or coastal area, the presence of wildlife and farm animals in the area is to be expected. This can lead to agricultural odours, bird noise, and minor nuisance from animals. These things are part of rural life and must be expected.

Public utilities

The owner takes no responsibility for the failure of public utilities including suppliers of electricity, gas, telephone, Internet, cable television or water services.

Law and jurisdiction

English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with under the EASCO Arbitration Scheme or by the Courts of England and Wales. Residents of Scotland or Northern Ireland may however, choose the law and jurisdiction of Scotland or Northern Ireland as applicable.

Additional conditions

The booking is from 4pm on the start date of your holiday and ends at 11am on the departure date, unless we have agreed otherwise in advance.

We provide free access to the cottage Wi-Fi and the connection speed and availability are outside of our control. If it fails we will do everything reasonable to get it reconnected but there will be no liability on our part for loss of service.

You must ensure that you use the cottage Internet connection responsibly and that illegal or pirated material is not viewed or downloaded.

Pets are not allowed.

Owner's details

Chandler's Cottage and Baker's Cottage are both owned and managed by Jo and Peter Cunningham.

Contact address: 46, Cornwall Road, Harrow, Middlesex, HA1 4NE.

Telephone: landline +44 (0)20 8427 4539 or mobile +44 (0)7966 372839

Email: jo@cunninghamcottages.co.uk