

GORS EILIAN COTTAGE

Terms & Conditions of Rental

1. Contract

The contract to hire *Gors Eilian Cottage* as listed in the enclosed information sheets incorporates conditions 1 to 25 below and is between us and you as the hirer. The contract does not take effect until we despatch written confirmation of your booking to you. The contract is made in England and is governed in all respects by English Law.

2. Rental Terms

The prices quoted in the information sheets relate to all contracts made up to December 31 (of the year to which the prices relate). Any holiday bookings made for periods after this time are subject to price change. The cottage is all electric and the rent includes all utility charges except from October to March when a winter fuel charge of £30 per week applies. Bed linen and hand towels are included. Smoking is not permitted.

3. Booking Alterations

It may be possible to alter any of your holiday arrangements after your booking has been confirmed, you must notify us in writing and we will do our best to help. The names of guests on the booking form must be the only persons staying during the rental period. Any changes should be notified to us in writing prior to the rental period (see paragraph 16 below). We do not allow sub letting of the property.

4. Number of Persons

The maximum number of persons allowed in *Gors Eilian Cottage* is six. Additional persons may not be accommodated.

5. Pets

Well behaved pets may be allowed, but only by prior consent and we reserve the right to refuse where a pet or pets are deemed unsuitable. *Gors Eilian Cottage* is set in a rural location surrounded by fields. Whilst the cottage gardens are fenced the proximity of livestock in adjoining fields means that pets must be kept under control at all times and exercised off the premises. We cannot accept responsibility for their safety. They should not be allowed in the central living area of the cottage or bedrooms, or be left unsupervised in the property. Tenants are responsible for cleaning up any fouling which their pets may cause around the property. A damage and cleaning deposit is required – see section 22.

6. Deposits

Provisional bookings may be made by phone. The provisional booking is held until a deposit of £200 is received, together with the booking form. If the deposit has not been received after one week from making the provisional booking, the period booked

becomes vacant and may be allocated to another customer. Upon receipt of the deposit, an acknowledgement will be sent to you by post to indicate confirmation of booking and will be deemed to be acceptance of these conditions.

Where we are unable to confirm the booking, the deposit will be returned otherwise the deposit is non refundable. Please read cancellations below in paragraph 11.

7. Late Bookings

If a booking is made less than thirty days before the holiday start date, full payment must be sent with the booking form. Upon receipt of this an acknowledgement will be sent (this being deemed to be acceptance of these conditions) together with all final details. In the event that the booking cannot be confirmed, the full payment will be returned. It is your responsibility to inform us of non-receipt of final details.

8. Balance Outstanding

Once your booking has been confirmed by us you are responsible for the whole of the hire terms. The balance of hire must be paid no later than thirty days before the hire starting date. Upon receipt of this we will despatch final details to you, within one week. It is your responsibility to inform us of non-receipt of final details.

9. Payment

All payments must be in the form of a cheque in the currency of Pounds sterling. Cheques should be made payable to "Longmead Associates". We reserve the right to recover the cost of any bank charges incurred in handling dishonoured cheques. In no circumstances are post dated cheques acceptable.

10. Final details

Final details consist of directions to *Gors Eilian Cottage*, together with keys. A fuller description of cottage instructions are displayed in the cottage. It is your responsibility to read these and notify us of any misunderstanding.

11. Booking Cancellation

To cancel your booking you must immediately notify us in writing by recorded delivery post and enclose your booking confirmation. We will endeavour to re-let the property on the same hire terms but unless such re-let is obtained you will remain responsible for the full payment of the hire period.

12. Keys

The keys to the cottage will be made available either by post or on arrival. We will specify this as part of the booking procedure.

13. Occupation

Unless otherwise stated on your booking confirmation, the normal time of occupation is after 3pm on the hire start date. Occupation before 3pm will not be allowed unless prior permission has been given by us. If we are prevented by circumstances beyond our control from making the cottage available we will refund all monies paid by you but no further liability will be accepted.

14. Departure

The cottage must be vacated by 10 am on the final day of hire.

15. Contractual Capacity

Booking from persons under the age of twenty one years cannot be accepted.

16. Unsuitable Hirers

We reserve the right to decline to accept a booking or refuse to hand over the keys to any persons or group considered unsuitable. In such cases all sums paid shall be refunded in full and the contract shall be discharged without further liability on either party. We reserve the right to repossess the cottage at any time where damage has been caused by you or any member of your party or in our opinion is likely to be caused by you or any member of your party. In such cases we shall not be liable to make a refund of any portion of the hire terms paid.

17. Modifications and Descriptions

Every effort has been made to ensure that the description of *Gors Eilian Cottage* and any other descriptions (including those of surrounding areas etc) contained in the information sheets and website pages are correct. We reserve the right to make modifications to the cottage specifications that are considered necessary in the light of operating requirements. In the interests of continued improvement, we reserve the right to alter or delete furniture, fittings, amenities or facilities, either advertised or previously available, without prior notice. If material changes occur after your booking is confirmed we will endeavour to advise you by telephone and, if there is time before your departure, confirm in writing.

18. Tenant's Obligations

You are responsible for the cottage and its equipment during the period of hire and are expected to take all reasonable care of it. The cottage is let fully furnished. Duvets and bed linen are provided (two doubles and two single, sufficient for six persons) together with hand and bath towels. These will be changed weekly. Please note that towels are for use within the cottage only. Pillow and mattress protectors are fitted and again you are responsible for ensuring that they are used. You are advised to check on arrival and report any shortcomings, damage or missing items immediately to us - so that the matter can be remedied for you. You must undertake to report and pay for any damage caused to the cottage or for equipment lost, damaged, broken or stolen during your period of stay. All equipment, utensils, etc. must be left in a clean condition at the end of the hire period. This is also true for the general state of the property, including carpets, work surfaces, sinks, bathroom, toilet, etc. – see section 22.

19. Tenant's Property

We do not accept any liability for loss of, or damage to, personal effects, baggage, motor car, motor-car accessories, or any other item belonging to you or in your possession.

20. Disputes

If you are not entirely satisfied with the accommodation you should contact us - as detailed on the cottage notice board, immediately to resolve the problem. If, after that, you still feel that the problem has not been resolved to your satisfaction then you must, within seven days of returning from your holiday, put your comments in writing to us. Unless this procedure is strictly observed we cannot entertain any claim arising out of the complaint.

21. Bed Linen

Clean duvet covers, bottom sheet and pillowcases will be provided for the beds in *Gors Eilian Cottage* on a weekly basis.

22. Damage and Cleaning deposit

We require a "damage and cleaning" deposit of £200 which will be returned within one week of your departure subject to a satisfactory property inspection. This deposit or part of will only be retained where there is damage in excess of normal wear and tear e.g. permanent damage (which includes clearly visible irremovable stains) to furniture / carpets / linen/ utilities etc. It may also be used to pay for excessive cleaning and tidying costs where the cottage or its grounds have not been left in as "close as reasonably possible" to the condition as found.

23. Equipment Failure

We regularly check, maintain and replace all equipment in the cottage but occasionally they may fail unexpectedly. Where this equipment (e.g. washing machine, etc) cannot be easily fixed we have left our contact no. in the cottage and we will endeavour to sort out any problems as quickly as reasonably possible. The hirer accepts that they may have to accept alternative arrangements.

24. Car Parking

Car parking is available on the right hand entrance/drive to the cottage. No parking or driving on the lawn areas is permitted.

25. General Liability

Except in respect of death or personal injury caused by the negligence of the owners, the owners will not be liable for any accident damage direct or consequential loss, injury, expense or inconvenience, whether to person or property, which the guests or any other person may suffer arising out of or in any way connected with the letting howsoever caused.

The owners are not liable for any unexpected or unusual circumstances which are outside their control, such as severe weather conditions, failure of public utilities, fire, flood, drought, terrorism, acts of riot etc, which may lead to the facilities offered becoming unavailable for all or part of a booking.

Tenants are reminded that their personal belongings are not covered by insurance on the contents of the property and therefore are at their own risk whilst in or about the property for all purposes and reasons.

26. Right of Access

The owner or their agents retain full right of access to the property for maintenance, cleaning and health and safety.

April 2009

These conditions supersede all previous issues.