

# **ST CUTHBERTS FARMHOUSE RENTAL AGREEMENT**

(PLEASE SIGN ONE COPY AND RETURN TO THE OWNERS)

For the purposes of these Terms and Conditions, St Cuthberts Farmhouse means Nick and Caroline Blake.

## **1 Agreement**

1.1 These terms and conditions form the basis of the agreement between you and St Cuthberts Farmhouse for the holiday rental of St Cuthberts Farmhouse together with all other conditions set out below.

1.2 By signing the Booking Form you agree that you are over 18 years of age and that you accept full responsibility for all payments due and for the consequences of any actions of all persons who will use the Property during your holiday. Once payment has been made by cheque, you will have deemed to have read all the Booking Conditions and agreed to be bound by them.

## **2. Booking**

2.1 St Cuthberts Farmhouse will confirm the booking on receipt of the Booking Form and a deposit of one third of the holiday rental fee (“the Deposit”).

2.2 Once St Cuthberts Farmhouse has confirmed the booking from you and has received the Deposit then an agreement exists between us on these terms and conditions.

2.3 St Cuthberts Farmhouse will accept a provisional booking and reserve the Property for your holiday provided that we receive the Deposit from you within 7 working days.

2.4 If the holiday is due to start within 8 weeks of the date of booking the total of the holiday rental fee is payable at the time of booking.

2.5 No subsequent changes may be made to any part of the Booking Form without St Cuthberts Farmhouse’s express written approval.

## **3. Final Payment**

3.1 The balance of the holiday rental fee less any Deposit will become due 8 weeks before the start of the holiday. St Cuthberts Farmhouse will not send you a reminder or a receipt unless you have requested one and sent us a stamped addressed envelope at the time of booking. If the balance is not received on time St Cuthberts Farmhouse reserves the right to cancel your booking and retain the Deposit.

3.2 St Cuthberts Farmhouse’s prices contain VAT where appropriate. If VAT rates change we reserve the right to amend our prices accordingly.

#### **4. Cancellation**

4.1 You may cancel your booking at any time provided you do so in writing to St Cuthberts Farmhouse but you will remain liable for the full balance of the holiday rental fee. St Cuthberts Farmhouse will seek to re-let the Property for all or part of the booking period and, if successfully, will refund the money paid by you less an administrative charge of £40.

4.2 St Cuthberts Farmhouse reserves the right to re-let at a discount or for a shorter period in which case we will pay the refund or a proportion of it if the Property is re-let for a shorter period, less the discount and administration charge.

4.3 St Cuthberts Farmhouse does not operate any scheme of cancellation or travel insurance and you should obtain your own insurance cover for the holiday.

4.4 St Cuthberts Farmhouse reserves the right to cancel the booking any time in the event of circumstances beyond the reasonable control of St Cuthberts Farmhouse or if in the reasonable opinion of St Cuthberts Farmhouse it is necessary to undertake essential works at the Property. In these unlikely circumstances will refund in full all money received by us for the booking. St Cuthberts Farmhouse will not otherwise be liable for any loss incurred by you as a result of the cancellation.

#### **5. Change of Booking**

5.1 St Cuthberts Farmhouse will endeavour to assist you in a transfer of a booking to an alternative date at your request, subject to availability.

5.2 Changes cannot be accepted within one month of the start date of the holiday. If a change results in a reduction in the length of the holiday it will be regarded as a cancellation.

#### **6. Occupation of the Property**

6.1 You must not use the Property for any purpose other than that of a holiday.

6.2 The number of people staying in the Property must not exceed 10 and the use of tents or sleeping in motor vehicles adjacent to the Property is not permitted.

6.3 You must not use the Property for any activity or in such a way as to cause nuisance or annoyance to neighbours.

6.4 You and your guests must comply with any reasonable regulations relating to the Property, or the site within which the Property is situated, which will be communicated to you on your arrival at the Property.

## **7. Your Obligations**

7.1 You agree to keep the Property and its contents in the same condition and repair as on your arrival at the Property and to pay to St Cuthberts Farmhouse upon written demand any costs incurred in making good any loss or damage to the Property or its contents caused by your action or omission or that of any guest or animal accompanying you.

7.2 Dogs are permitted in St Cuthberts Farmhouse by prior agreement with the Owners, and we would ask that they are kept to the downstairs of the property. You must keep dogs off furniture and under proper control at all times.

7.3 You must allow anyone authorised by St Cuthberts Farmhouse to enter the Property during the holiday. St Cuthberts Farmhouse will endeavour to give you reasonable notice of such a visit except in an emergency when immediate access must be allowed.

7.4 You must ensure that the Property is left in a clean and tidy condition on your departure at the end of your holiday. St Cuthberts Farmhouse may make a charge for any additional cleaning if this is considered necessary.

## **8. St Cuthberts Farmhouse's Right to Refuse/Terminate**

8.1 St Cuthberts Farmhouse reserves the right to refuse any booking.

8.2 St Cuthberts Farmhouse reserves the right to terminate this Agreement and ask you and your guests to leave immediately if this is deemed necessary by us as a result of your behaviour or that of your guests or any other material breach by you of the terms of this Agreement.

## **9. Arrival and Departure**

9.1 The holiday rental period begins at 3.00pm on the first day of the booking period and ends at 10.00am on the day of the departure. If your stay extends beyond this period you may be subject to a charge for the additional days.

## **10. Description and facilities**

10.1 St Cuthberts Farmhouse will endeavour to inform you at the time of booking of any changes to the web site description of the Property or of any events which may be taking place at its site near the Property during your holiday. St Cuthberts Farmhouse does not accept any liability for any works or activity of any sort occurring on its premises adjoining or neighbouring the Property.

## **11. Tenancy**

11.1 This Agreement is for the purposes of a holiday rental only and does not create the relationship of Landlord and Tenant between you and St Cuthberts Farmhouse. You will not be entitled to a tenancy or to any other form of statutory security of tenure as a result of this Agreement.

## **12. Complaint**

12.1 If you have any cause for complaint during your holiday at the Property please notify the Owners who will make all reasonable efforts to assist and resolve the issue. St Cuthberts Farmhouse will not normally make any refund or recompense in respect of a complaint made after departure if the complaint was not made known to the Owners during the holiday rental period.

## **13 Lost Property**

13.1 St Cuthberts Farmhouse shall not be responsible for loss or damage to any of your belongings or for any injuries sustained by you or any of your guests unless caused by the negligence or default of St Cuthberts Farmhouse.

## **14. Data Protection**

All personal data provided to St Cuthberts Farmhouse will be held and processed in accordance with the requirements of the 1998 Data Protection Act. We will keep your personal data safe and secure.

We will not share it with other organisations without your knowledge and consent, unless required by law to do so.

**Signed (Owner's Signature):**

**Date:**

**Signed (Tenant):**

**Date:**