

# Owlers Retreat

## Terms and Conditions – 2016 / 2017

**PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A HOLIDAY RESERVATION REQUEST WITH US (WHETHER BY EMAIL, TELEPHONE OR POST), THESE TERMS AND CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.**

### **Holiday confirmation and Payment**

These Terms and Conditions are supplemental to the Short Term Rental Agreement which will be issued to the Tenant upon receipt by the Owner of a completed holiday booking form or telephone booking, together with a deposit in respect of **30% of the total rental charge**. The balance of such rental charge together with the security deposit shall be paid to the Owner **at the latest 8 weeks prior to the commencement of the holiday** (the due date is stated in the Short Term Rental Agreement). **Short breaks of less than 7 nights are payable in full**. Where the Owner has not received the balance by the due date, **an overdue reminder will be issued to the Tenant by email and a charge of £10 will be added to the balance due. If the balance is still not received by return** (i.e. within 24 hours) **the Owner reserves the right to cancel the holiday booking, and the deposit paid by the Tenant will be forfeited** and the Tenant shall have no claim against the Owner for compensation or reimbursement whatsoever.

Booking forms or telephone bookings received by the Owner in respect of **holidays due to commence within 60 days thereafter must be accompanied by payment of the rental charge and security deposit for the holiday period in full**.

The prices stated on the website are in UK Pounds to be paid by way of a bank transfer or credit card. Any charges raised against the Owner by its bank for handling dishonored cheques, bank transfers or any other payments, must be reimbursed by the Tenant to the Owner within 7 days of the Owner's request to do so.

The Owner reserves the right to charge for any additional items such as additional child's beds etc. This will be discussed upon booking.

The Owner reserves the right to refuse any booking. The Owner reserves the right to correct any error in both advertised and confirmed prices.

## **Changes by the Tenant**

Immediately upon receipt of the holiday confirmation from the Owner, the Tenant should **check the details** and notify the Owner immediately of any correction as soon as possible. The Owner reserves the right to charge a holiday booking amendment fee to administer/correct any error by the Tenant.

## **Cancellation by Tenant**

The Tenant should notify the Owner immediately and in writing of any intention to cancel the holiday booking. The cancellation only takes effect when the Owner has received written confirmation from the Tenant.

If the Owner is unable to re-let the holiday accommodation for the period of the cancelled holiday, all monies paid by the Tenant to the Owner (including booking fees and any fees for extras) shall be forfeited to the Owner.

Holiday cancellation insurance is not provided by the Owner and is not included in the price of the holiday. All Tenants are recommended to take independent advice on appropriate holiday insurance.

The cancellation policy is strictly enforced.

## **4. Cancellation or changes by the Owner**

In the event of the Owner being unable to arrange the holiday accommodation requested by the Tenant, or if the Property becomes unavailable for whatever reason, the Owner will endeavour to arrange alternative accommodation for the Tenant of an equivalent type and standard in a similar location, failing which (or at the option of the Tenant) all monies paid by the Tenant will be refunded. The Owner will then have no further liability to the Tenant in that respect.

The Owner is not liable for the additional cost of any alternative accommodation which must be paid by the Tenant.

If the offer of alternative accommodation is not accepted by the Tenant within 28 days, a refund of all monies paid will be given by the Owner.

## **Website accuracy**

The details described on the website are accurate to the best of the owner's reasonable information and belief at the time of publishing. The Owner reserves the right to make alterations to the details at any time and shall endeavour to inform the Tenant of any such alterations. The Owner cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the description.

## **Responsibilities of the Tenant**

During the period of the holiday, the Tenant undertakes the following:

That the number of people occupying the Property will not exceed the number stated on the booking form. If it does the Owner/Local Representative can refuse to allow the Tenant to take possession of the Property or make the Tenant leave the accommodation before the end of the holiday. If this happens the Owner shall treat the holiday as being cancelled by the Tenant and the Tenant shall have no claim against the Owner for compensation or reimbursement whatsoever.

That the Property will be used solely for the purpose of a holiday by the Tenant and his/her party; To show due consideration for other parties. If the Tenant abuses the Property or displays dangerous, offensive or inconsiderate behaviour to the neighbours, Owner/ Local Representative or any other third parties the Owner/ Local Representative has the right to ask the Tenant to leave the accommodation before the end of the holiday. This includes holding meetings, parties, gatherings of any type inside or outside the chalet with non-staying guests. If this happens the Owner shall treat the holiday as being cancelled by the Tenant and the Tenant shall have no claim against the Owner for compensation or reimbursement whatsoever.

To allow the Owner/ Local Representative access to the Property at any reasonable time during the period of the holiday; To keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found.

Avoid where possible outdoor shoes in the chalet. Guests are kindly requested not to wheel luggage through the chalet.

Final cleaning is included in the rental price however the Tenant shall leave the property in a reasonable condition on the day the property is vacated. Where the property is not left in a secure, reasonably clean and tidy condition, the Owner reserves the right to levy an additional charge for any extra cleaning required after the Tenant's occupancy and for any consequential loss.

To report as soon as possible to the Owner any breakages or damage caused by the Tenant during the holiday and to reimburse the Owner with the cost of replacement. The Owner reserves the right to make a claim against the Tenant for repair or loss as a result of damage caused.

The Tenant shall not remove any chattels from the property either during the occupation or upon vacating the premises.

The Tenant shall not assign, sublet, or in any way part with the possession of

the property.

The Tenant agrees not to reposition any chattels, furniture, beds etc.

The Tenant is required to ensure that the property is secure upon each exit and upon vacating the property.

*The Tenant is responsible for the disposal of all of their rubbish generated during the tenancy. Bottles in the black box. General waste in the black bin and compostables in the brown bin. This is collected alternately on rotation on Thursdays.*

To notify all other members of the Tenant's party of these conditions;

To arrive after 3 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner.

The Tenant shall vacate the property and return the keys to the key safe by 10.00am on the day of departure. Failure to do so may incur a penalty charge equal to one night's rental for each and every day the key remains outstanding. ***If the Tenant requires a later check out, prior permission must be sought through the Owner and will not always be possible.*** If permission is granted by the Owner for a check out later than 10.00am and the actual check out time is between 10.00am and 11.00am then no surcharge will be applied. If permission for a later check out was obtained and granted and the Tenants actual checkout occurs between 11.00am and 12.00pm a CHF50 surcharge is payable, between 12.00pm and 1.00pm a CHF 75 surcharge is payable, and any time later than 1.00pm, one full night's rental is payable. Late checkout can result in the Owner having to organise and pay premium service charges and can also result in inconvenience and sometimes relocation expenses for the chalet's next guests.

The Tenant's personal belongings are left at the Property during (and after) the period of the holiday entirely at the risk of the Tenant.

The Tenant must not (without the express permission of the Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property.

## **Liability**

During the period of the holiday, the Tenant undertakes the following:

The Owner shall accept no liability to the Tenant for any loss, damage or injury howsoever caused to the Tenant or to the Tenant's personal property (or to persons in the Tenant's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is

caused by the negligence or wilful default of The Owner.

The Owner gives no warranty and is not responsible for the accuracy or otherwise of any information or representations given verbally by its servants or agents and these Terms and Conditions form the entire agreement between the Owner and Tenant.

The Owner makes no guarantee about the skiing, mountain or weather conditions.

### **Security Deposit**

The Tenant will pay a Good Housekeeping Bond of £500 to be paid before the start of your holiday. The Tenant must report to the Owner any damages or breakages that occur during their stay. An appropriate charge will be made for repair or replacement; this will be deducted from the Security deposit. The Owner/Local Representative reserves the right of access for the purpose of checking the Property and contents before departure. Outgoing Tenants are asked to leave the premises in a clean and tidy condition or a cleaning charge will be levied and deducted from the security deposit. The deposit will be refunded by bank transfer, by the Owner, within 4days of departure, in the event of no damages or breakages being found.

### **Complaints**

In the unlikely event the Tenant may have cause for dissatisfaction, this should be made known to the Owner/ Local Representative as soon as possible who will attempt to resolve the same as soon as possible.

### **Pets**

1 dog is welcome at the additional fee of £35 per holiday.

### **Smoking Policy**

***There is a strict no smoking policy in the house and its immediate surroundings.***

### **General**

The Owners Agent and/or the Owner reserve the right to evict immediately any Tenant who does not comply with any of the clauses in this agreement. If eviction does occur for any reason, any monies held are forfeited and the holiday shall be treated as having been cancelled by the Tenant.

The Owner's Agent and/or Owner cannot be held responsible for any weather conditions during your stay not do they make any guarantee as to predicted weather conditions.

The Owner's Agent and/or Owner cannot be held responsible for any accident or unforeseen event beyond our control, which may affect the quality and/or duration of the holiday..

### **Contract**

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.

**Owlers Retreat, Camber, TN31 7RR**