

# Kit's Beck

## Terms and Conditions of Booking

### Legal Jurisdiction:

This agreement (and any claims, disputes or proceedings of whatsoever nature arising) shall be governed by and construed in accordance with the laws of England. The hirer hereby consents to the exclusive jurisdiction of the English Courts in all disputes.

### 1. Weekly Hire

All weekly bookings start from 4pm on Friday (or the day agreed) and the property must be vacated by 10am on the Friday (or the day agreed) that the hiring period ends.

### 2. Short Break Hire

Short break bookings start from 4pm on the agreed start date and the property must be vacated by 10am on the day of departure. However, if we have no bookings on either side of the short break we aim to be flexible on arrival and departure times.

### 3. Deposit and Payments

A non-refundable deposit of 25% of the total weekly or short break hire charge is payable when booking. If the booking is made within 4 weeks of the date of hire the full amount of the hire charge is payable.

You may make a provisional booking by phone or e-mail and, once the dates have been agreed, this will be held for a period not exceeding 7 days. Your deposit cheque must be received within 7 days of the phone or e-mail confirmation. The balance of your payment must be received no later than 8 weeks before the holiday commencement date.

If the balance is not received by the due date the deposit will be forfeited and the accommodation may be re-let.

### 4. Damage Deposit

A refundable damage deposit of £100 is taken at the time of booking along with your deposit. This will be refunded to you shortly after your stay providing that everything is in order on your departure from the property. Normal wear and tear will not be charged. Where an outside contractor is required to repair damage a charge will be made. Charges will be passed to you directly.

### 5. Holiday Insurance

Once booked, the hirer is liable for the complete cottage rental costs. As such, it is strongly recommended that the hirer takes out suitable holiday insurance to cover costs incurred by unexpected holiday cancellation.

### 6. Cancellation

Once a booking has been confirmed and a deposit received the hirer is liable for the whole amount of the rent for the period booked. However, if a cancellation is received, in writing, up to 8 weeks prior to the holiday commencement date the hirer will not become liable for the balance. We will make every effort to re-let the property for the period of cancellation. If we are able to re-let Kit's Beck for the period of cancellation we will return the deposit to the hirer.

Should the owners of Kit's Beck have to cancel your holiday for any reason every effort will be made to find suitable alternative accommodation. If this is not possible a refund will be made of all monies paid by the hirer to the owners of Kit's Beck for the accommodation. No further financial claims against the owners will be considered.

## 7. Availability

The booking is made on the understanding that the house will be placed at the hirer's disposal on the dates agreed. Should this not be possible through fire, theft or circumstances beyond the owner's control the full amount paid by the hirer will be refunded. However, please note that no alternative accommodation can be provided nor will the hirer have any claim against the owners for compensation, loss or expenses.

The accommodation is booked strictly on the understanding that it is used for holiday accommodation only and there is no right to remain in the property after the expiration of the rental period.

## 8. Breakages

The hirer undertakes to keep the house and all the furniture, fittings and fixtures in the same state of repair and condition as at the commencement of the letting. The owners, or their representatives, must be informed of any breakage. Should the damage result in another booking being cancelled the hirer will be held liable for all consequential losses to the owner.

## 9. Occupation

The hirer shall use the accommodation strictly for private holiday occupation and this agreement shall not confer upon the hirer any security of tenure within the terms of the Housing Act 1988 pursuant to which the occupation shall be deemed to be by way of an excluded tenancy. The hirer shall not do or allow to be done anything that which may become a nuisance or annoyance to the occupiers of the neighbouring properties. The hirer shall not allow any person or persons to sleep in or otherwise occupy the accommodation except as specified on the Booking Confirmation letter. If this is not observed the owner reserves the right to refuse admittance or require that the hirer vacates the property. In the event of this eventuality no refund of monies will be due.

## 10. Repairs

The hirer shall permit the owner to enter the accommodation at any reasonable time of day to inspect the condition of the decorations for the purpose of carrying out repairs that may be required to be done.

## 11. Safety

We take your safety very seriously and do everything possible to ensure that the house is safe. However, your stay at the house is entirely at your own risk. The owners can take no responsibility whatsoever for any accident, injury or loss, howsoever caused, during your stay.

## 12. Smoking

The house is entirely, strictly non-smoking. You may smoke in the garden or rear patio area, but we ask that you dispose of cigarette butts carefully and considerately.

## 13. Service

If you encounter any problems during your stay or if you are dissatisfied with the service you receive you should refer to the Manager or the owners immediately. We will take all reasonable steps to correct any problems arising. We will not consider claims for problems notified after the stay has been completed.

## 14. Pets

We recognise that this is as much your dog's holiday as yours and we are very dog friendly at Kit's Beck.

We allow a maximum of 2 well behaved dogs in the house during any one letting period. However, we do have some rules we would like you to observe during your stay:

- Please do not let your dogs on the furniture or the beds.
- Dog 'mess' must be cleaned up immediately and not left for our housekeeping team. We always have a supply of 'poop scoop' bags in the property.
- All excessive dog fur must be vacuumed up before you leave
- Dogs must not be left on their own in the house for long periods of time

Any damage caused by pets is the hirer's responsibility and will be charged for accordingly.

## 15. Amenities

The use of the house includes gas, electricity, water, heating, bedlinen, bathroom towels, cleaning products etc. We would ask that the bathroom towels are not taken outside of the house to be used on the beach and that the hirer supplies their own beach towels.

The hirer is also entitled to use anything else left in the house for the duration of their stay.

The hirer must take responsibility to ensure that cleaning products etc. are kept out of the way of children.

## 16. Cleaning

The house is thoroughly cleaned between each letting period. However, the house, any equipment used and utensils etc must be left as it is found at the end of the hire period. We would ask that you do not leave washing up etc for our housekeeping team, although we are more than happy if you have loaded and put on the dishwasher before you leave! Your £100 damages cheque will be returned to you if the house is left in a satisfactory state.

## 17. Left Items

The hirer will be notified of any of the hirer's possessions that have been left at the house after it has been vacated. The hirer must meet the cost of returning any items to them. If the hirer does not wish to have the items returned the owner will dispose of them. The owner accepts no responsibility or liability for the hirer's items getting damaged in transit whilst being returned.

## 18. Security

The hirer is responsible for the security of the house for the duration of the booking period. The hirer is expected to take all reasonable care of the house. The house must be fully secured after leaving it. No windows should be left open and the locks should be secure. When finally leaving the house on the day of departure all keys must be left on the kitchen table.

## 19. Parking

Kit's Beck provides two car parking spaces on the driveway attached to the house. However, the owners accept no responsibility for your cars and they are parked entirely at your own risk.

## 20. Complaints Procedure

If you are not fully satisfied with the accommodation offered, you must immediately contact either the owner or the Manager and every effort will be made to resolve the problem. If the problem cannot be resolved to the satisfaction of both parties the Manager will attend as soon as possible to inspect the property. The owner will not consider claims for problems notified to them when the hire period has ended.

## 21. Variation to Descriptions

We take every care to ensure the accuracy of the details on the owner's literature, website and advertising. However, changes may be necessary from time to time and the owners reserve the right to make changes without notice.