

# TERMS AND CONDITIONS FOR BETHNAL & BEC

## Holiday Letting agreement

Please read these conditions of hire carefully. When making a booking in person, once your booking is confirmed you are bound to this agreement.

### The Guest agrees with the Owner as follows:

1. To pay the letting fee. For one night stays and bookings within 12 weeks, full payment of the fee is due on confirmation of booking. For stays over 2 nights which are booked more than 12 weeks out, a 30% deposit is needed to secure your booking
2. Your booking will be confirmed via email within 24 hours of receipt of this payment. Although we would not anticipate any costing errors, should there be an obviously incorrect price shown, then we will email a new invoice to you and will not be bound by the incorrect price shown.
3. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
4. To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted).
5. Not to remove any of the furniture from its present position in the Premises.
6. To use the premises as a private holiday residence for a maximum of two people only and not for any other purposes whatsoever.
7. Not to affix any poster or placard to the interior or exterior of the Premises.
8. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
9. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
10. Not to use the property for any illegal or immoral purposes.
11. Not to play or permit to be played in the premises any musical instrument or sound production equipment between 10.00pm and 9.00am or so as to be audible outside the premises.
12. Not to play music outside after 10.00pm.
13. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
14. Not to smoke or permit smoking inside or on the Premises or in the gardens.
15. To inform the owner in advance of arrival of any pets accompanying the guests and to keep their pets fully under control during their stay.
16. To inform the Owner of expected departure day and time if it is different from the reservation form.
17. A fully refundable £200 honesty pantry/good housekeeping/breakage deposit will be requested 5 days before the start of your stay. If applicable this can be processed as a

pre-authorisation on the credit or debit card used to book the retreat. This pre-authorised amount will be made available to the renter within 7 days of the end of the stay.

18. To accept and abide by the General Booking Terms & Conditions included as part of this Holiday Letting Agreement.

## **BREAKAGES / DAMAGES / EXTRA CLEANING COST**

To agree to keep the house clean and tidy and to leave it in a similar condition of cleanliness to when you arrived. Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged for.

The Guest will report any loss or damage to the property or contents to the Owner as soon as possible. The Guest will allow access to the property by the Owner at any reasonable time to perform an inspection. The Guest will replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted). Any bed linen, towels, robes etc which incur stains that are not able to be washed out will incur a replacement charge equal to the value of said items (please note that the bed linen is of a high quality, ie relatively expensive). A maximum of 2 dogs are welcome in each of the self catering properties. A cleaning charge of £30 per booking will be added to the Rental to cover additional dog costs. (please see dog policy at the end of this doc)

### **Hot Tubs**

It is important that users have a good shower before using the hot tub in order to maintain the mechanics correctly as things such as tanning creams, hair products, make up, the oil in skin etc all clog up the filters and pipework. Strictly NO SMOKING or EATING in or near the Hot Tubs and NO DOGS in the Hot Tubs. We are happy for you to have a beer, wine, champagne though - just be careful with the drink glasses, and please inform us if any glass was broken in or near the hot tub so we can make sure it is definitely cleaned up before the next guests.

## **On completion of the letting period**

The Guest agrees to leave the Premises and the furniture, in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement.

## **LIABILITY**

The Owner will have no liability for death, personal injury, or loss of, or damage to, personal property including motor vehicles. In the absence of any negligence or other breach of duty by The Owner, the use by Tenants of any house or its facilities is entirely at their own risk.

## Provisions and Declarations

1. If at any time during the letting period, the fee or any part of it is unpaid or any covenant by the Guest contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners or their Agent at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and upon re-entry this Agreement shall absolutely determine but without prejudice the right of action of the Owners or their Agent in respect of any breach of any covenant contained in this Agreement.
2. This Agreement is made on the basis that the Premises are to be occupied by the Guest for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
3. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
4. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the Premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
5. The terms and conditions of the Agreement become valid upon written confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.
6. The Owner will not be responsible to the Guest for any loss, inconvenience, damage etc beyond the control of the Owner.

## GENERAL BOOKING TERMS & CONDITIONS

The maximum capacity of Bethnal or Bec is two adults aged 18 or over. The Lead Guest must be authorised to make the booking and to accept these Booking Terms & Conditions. The Lead Guest will be responsible for making all payments due.

## YOUR CONTRACT

A binding contract comes into existence when your booking is confirmed by email. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.

## CANCELLATIONS – BY YOU (LEAD GUEST)

You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us. If the accommodation is re-let, the Owner will reimburse the rental cost minus a £50 administration charge. Unfortunately if the accommodation is not re-let the following cancellation charges apply: a) 30% of the Rentals payable, if the date of termination is greater than 12 weeks before the Commencement date b) 100% of the Rentals payable if the date of commencement is shorter than 12 weeks before the Commencement date Please note that we are not liable for any consequential loss or incidental expenditure resulting

from the cancellation of your holiday and advise you to take out adequate travel insurance to cover your costs if you have to cancel your holiday.

## **CANCELLATIONS – BY US**

It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of force majeure or for any reason that makes the property unfit for rental, you will receive a full refund of all monies paid to us.

## **COMPLAINTS**

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 28 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause. No complaints will be entertained at the end of the hiring period or after the Guest has departed.

## **OCCUPATION OF THE PROPERTY**

Only the named guests are permitted to use or stay in the property. If you are expecting visitors, you must let us know. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the party and to ask the Guests to leave if the property is being used by more than the advertised number of people.

## **ARRIVAL / CHECK-IN TIME**

This is from 16.00 Hrs / 4.00pm on the arrival day booked.

## **DEPARTURE / CHECK OUT TIME**

This is by 11:00 Hrs / 11:00am on the departure day booked.

You are strongly advised to take out adequate travel insurance prior to departing for your holiday. It is your responsibility to check that your insurance cover is adequate.

### **Bethnal & Bec Dog Policy:**

- A MAXIMUM of two well behaved dogs are permitted in the retreat by prior arrangement.

- Dogs should not be left unattended either inside the retreat or in the gardens. Even if your dog is used to being left at home, they can become distressed in unfamiliar surroundings.
- Dogs are not allowed on the bed. Your dog can go on the sofa if you have a blanket with you.
- Dogs are strictly prohibited from the hot tub.
- Your dog is free to roam in our one acre paddock. Please note it is not 100% secure and has an entry into our garden which contains our egg machines...ie our free range Ducks and Chickens, if your dog has a high prey drive (like our own dog) and is likely to chase and/or try and eat the wildfowl, please can you keep him on a lead in the Paddock - we also have a lot of wild game here including grouse and pheasant which can send dogs very excitable/make them run off. The paddock leads onto a footpath allowing miles of lovely walks.
- It is your responsibility to clear up all dog mess during, and at the end of, your stay. Bagged waste should be disposed of in the black wheelie bin behind the car port.
- You may not use the bath, shower, towels or robes provided to bathe and dry your dog.
- We provide a dog amenities set for your use, including a small dog bath, portable dog shower, dog shampoo, deodorant, towels, dog bowls (2 indoor and an outside water bowl) and a blanket.