

Terms & Conditions February 2021

THE CONTRACT

The Contract for short term holiday rental will be between the property owners of Diamond / Dunham House and the hirer/tenant. In these terms and conditions: "Owner" means the owner of the property. "Property" means the property that you reserve. "Tenant" means you the customer. The contract of hire is not effective until we have processed the deposit. The contract will be subject to these booking conditions and must be complied with.

LAW

These terms shall be governed by and construed in accordance with English law. In accepting these conditions, you agree to submit to the exclusive jurisdiction of the English Courts.

FORCE MAJEURE

We shall not be liable for any loss, damage, effect on you holiday suffered by you due to events beyond our reasonable control regarding our obligations to you. No compensation, expenses or any sums of any description shall be payable in these circumstances by us.

SIGNATORIES

The tenant signing the booking form accepts that they are authorised to make this booking on behalf of all those who shall be renting the property. The signatory must be over 18 years of age and agrees to take full responsibility for the property and the payment of any rental/fees or damages. This includes making sure that everyone staying at the property is aware of these terms & conditions. Prior to arrival we must be provided with a list containing the names, ages, postcodes and contact details of **all** guests.

The tenant accepts that the purpose of the visit is as a holiday.

BOOKINGS

A booking is made on acknowledgement of a non-returnable deposit together with a booking form. A confirmatory e-mail will be issued. Payment of the remainder is due eight weeks prior to tenancy start date. Failure to pay the remainder may result in cancellation of the holiday. Cheques will not be accepted less than 1 week in advance of holiday start date.

CANCELLATION

Once a booking has been made and accepted a legally binding contract is entered into and the tenant will be liable for payment of the full amount of rent. Any cancellation must be made in writing. The date of cancellation is taken from the date of receipt by the owners of this written confirmation. It is suggested that the tenant takes out holiday cancellation insurance from a third party, however in our experience most parties still do take place even if a single group of guests cannot make it for some reason.

Customer inability (or the inability of any, some or all your intended party) or disinclination to travel to and stay with us the owners for any reason.

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property.

If it is possible to re-let the property for the period of cancellation only 10% of the total rent will be kept allowing for marketing and administration costs for re letting the property

You are strongly recommended to take out UK travel insurance to cover these eventualities. If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like Trailfinders:

<https://www.trailfinders.com/insurance#/step1> or <https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx> or www.gocompare.com

PERIOD OF HIRE

You should not arrive before the designated arrival time on the commencement date and leave by 10am on the day of departure. Failure to do so may result in you being charged a further day's rental unless by prior written agreement. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the booking form occupy the property. We reserve the right to refuse admittance if this condition is not observed.

WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

GOOD HOUSEKEEPING

The house is provided in a clean and tidy state. Beds are made up with clean bedlinen and towels. If the tenant finds damage to fixtures and fittings or poor cleanliness at the start of their stay, then it is their responsibility to notify the owner to rectify the situation and prevent any possibility of them being charged damages. In the event of damage during the stay through normal wear and tear or otherwise, then it is the responsibility of the tenant to notify the owner to prevent them being charged damages. An emergency mobile number is available for contacting/ text messaging. We reserve the right to request a damage deposit the sum of which shall be stated in writing at time of booking, shall be levied to cover additional damages over and above normal wear and tear. This deposit, if requested is due along with the final payment.

The property should be left **'as found'** with only minor cleaning required between guests.

As a minimum, beds should be stripped, leaving the mattress protectors in place, fire grates cleaned, kitchen utensils/ equipment cleaned and returned to their homes, grill pans, ovens, microwave, and fridge cleaned, and tables wiped. Any furniture moved should be returned and items used put back. The total sum or part of this sum shall be forfeit should any damage to the property fitments furniture or equipment occur or should additional cleaning be required. The owner shall be the sole arbiter of the cost of reparation. The owner reserves the right to take further action through legal channels additional to this sum in the event of major malicious damage. A minor breakages pot is provided within the property and guests are requested to identify where breakages have been made.

Standard charges include:

- Additional cleaning by hand & rubbish removal at the hourly rate of £10 per hour.
- Window glass repair £80.
- Carpet cleaning £50.
- Cleaning of barbecue £20.

PETS

Pets are allowed by prior agreement. The owners do not accept liability for the safety of pets. Pets are not allowed into sleeping accommodation. They are not allowed on furniture/work surfaces. They should not be left unsupervised at any time. Any damage incurred by pets shall be the responsibility of the principal signatory. An additional fee is incurred the rate at which it is set and shall be agreed between the owner and principal signatory. Please thoroughly clean the property, including dog hair from rugs and poop from the garden before you leave; if properties require additional cleaning or dogs have been in the bedrooms, or an uncovered sofa, we will charge a **£50** fee to cover the cost.

RIGHT OF ACCESS/INSPECTION

Reasonable access should be allowed by the tenants to the owners/representatives of the owners. Reasonable notice shall be given by the owners/their representatives. When a situation could reasonably be considered an emergency, no notice is required, and access shall be allowed.

TENANTS OBLIGATIONS

Tenants shall not cause noise/nuisance to neighbours in adjacent property. Do not use the garden after 10pm. Fireworks, fires, Chinese lanterns, and candles are not allowed. Failure to comply may result in loss of deposit or, in extreme cases, being asked to leave.

WITHDRAWAL OF PROPERTY.

If the property becomes unavailable for rental the owners shall strive to give as much notice as possible and shall make effort to find alternative accommodation. The tenants shall be refunded their total rental fee (except under circumstance covered under force majeure). The owners do not accept any further claim for monies out with this sum.

BREACH OF CONTRACT

If the tenant breaches any area of this contract the tenancy shall be immediately rescinded. The owner shall reserve the right to enter the property to exercise this right. All persons named in the agreement will be required to leave the premises. In this case the owners will not be liable to make any payment and will retain rental and deposit monies (where damage has been caused).

COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

LIMIT OF LIABILITY

The owner shall have no liability for any death or personal injury or for damage to or loss of your personal property occurring during the period of the holiday let.

DATA PROTECTION AND PRIVACY

Information provided on Booking Forms will remain confidential and will not be disclosed to a third party. We will not share this information with anyone.

RIGHT TO REFUSE BOOKINGS

The owners reserve the right to refuse bookings. Stag/hen parties are accepted at the owner's discretion - failure to notify the owner that it is a stag/hen party may result in the party being asked to leave.