

TERMS AND CONDITIONS Undercastle Cottage

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which I allow you to use the Property during the Rental Period.

1.2 **Why you must read them.** Please read these terms carefully before you submit your booking request. These terms tell you who I am, how I will allow you to use the Property, how you and I may change or cancel your booking, what to do if there is a problem and other important information.

2. INFORMATION ABOUT HOW I MAY CONTACT YOU

2.1 **How I may contact you.** If I have to contact you I will do so by telephone or by writing at the email address or postal address you have given me. When I use the words "writing" or "written" in these terms, this includes emails.

2.2 **How I may use your personal information.** I will only use your personal information to contact you about your booking, to verify your identity and to keep you informed about future availability, offers and events at the Property. If you do not wish to receive information and offers, please let me know and I will remove you from my list. I will only share your personal information with others to the extent that is necessary for any booking, for example, where you have requested additional services which are to be supplied by third parties. I will not retain your information for longer than the law allows me to do so.

3. MY CONTRACT WITH YOU

3.1 **How I will accept your booking.** My acceptance of your booking will take place when I email you to accept it, at which point a contract will come into existence between us incorporating these terms.

3.2 **If I cannot accept your booking.** If I am unable to accept your booking, I will inform you as soon as I am able. This might be because the Property is not free for the whole or part of your desired rental period or for some other reason affecting the Property.

4. PAYMENTS

4.1 **Deposit.** You must pay a booking deposit of 1/3rd of the total booking at the time of making your booking.

4.2 **Rental Fee.** I will confirm the total amount payable for the Rental Period when I confirm your booking. You must pay the remainder of the rental fee sixty days before the Rental Period begins. This may mean that you may have to pay the booking deposit and the remainder of the rental fee at the time of making a booking. Linen, towels, heating and firewood are included in the Rental Fee. Linen and towels are replaced weekly.

4.3 Additional services. If you wish to book any additional services, such as a private chef local tours or fishing lessons, I will let you know when and how you must pay for them. Payment terms vary depending on the additional service you request.

4.4 Additional charges. Pets are charged at £35 per pet. Breakages and missing Inventory are charged according to the cost of replacement. These charges will be taken from the card details that you gave us.

4.5 How to pay. I will let you know how to make payments when I accept your booking. I accept payments by debit card, credit card and bank transfer

4.6 If you do not live in the UK. All payments must be made in pounds sterling and you must ensure that any bank transfer fees are paid by you.

4.7 If you do not pay any amount when due. If you fail to pay any amount to me when due, I may cancel the contract and retain the booking deposit. I do not have to send you a payment reminder.

5. YOUR OBLIGATIONS

5.1 You are responsible for you, your guests and your pets. You must:

- (a) Report any loss or damage to the Property or any Inventory to me as soon as possible so that I can ensure the Property and Inventory is in good order for my next guest;
- (b) Take good care of the Property, all Inventory and the surrounding countryside. You must leave everything in a clean and tidy condition. Basic cleaning services are included in the rental fee for the end of the Rental Period only. If additional cleaning services are required, for example, if you leave the Property in a poor condition or damage to the property has occurred during your stay then an additional charge will be made and deducted from your payment card details of up to the value of £500.00
- (c) Not exceed six guests or the total number of guests confirmed in your booking, whichever is the lower;
- (d) Not smoke anywhere in the Property or the gardens;
- (e) Not use the rowing boat unless you have suitable prior experience – you are responsible for the safety of those in the rowing boat and other river traffic;
- (f) Not permit more than two people to occupy the rowing boat at any time or anyone under the age of 16;
- (g) Not use the rowing boat if you, or anyone in it, have been drinking alcohol;
- (h) Return the rowing boat to the mooring at the front of the Property, complete with oars when you have finished with it;
- (i) Leave the Property by no later than the Check-out Time;
- (j) Return the Keys to the location notified to you within one hour of the Check-out

Time. If you do not return the Keys to the correct location within one hour of the Check-out Time, or at all, I will deduct a replacement fee of £100 from your card payment details.

- (k) Ensure that all guests staying at the property with you comply with these terms.

6. INVENTORY

There will be a full Inventory available in the main information folder at the Property. If you think there is any discrepancy in the Inventory and what is physically present at the Property, please let me know as soon as possible. If you do not let me know of any discrepancy within 24 hours of the start of the Rental Period, the Inventory will be deemed to have been accepted by you.

7. PETS

Family pets are welcome. You may bring your family pet with you, but you must ensure that they are kept under control at all times. You must clear up after your pet and if you do not, there will be an additional charge which will be deducted from your security deposit before it is returned to you for clearing the garden of pet waste. Pets are not allowed in the bedrooms or on the furniture. Do not leave your pet in the Property unattended.

8. ROWING BOAT

There is a rowing boat at the Property which is available for your use during the Rental Period. The rowing boat may only be used between 1 March and 31 October and only when the river is calm and not fast flowing or in flood. Life jackets must be worn at all times when using the rowing boat and these are located in the Property under the stairs. If you do not return the rowing boat and fasten it securely to its mooring, you will be charged £500 for the inconvenience.

9. YOUR RIGHTS TO CANCEL THE CONTRACT

9.1 **You can always cancel our contract.** Your rights when you cancel the contract will depend on when you decide to end it:

- (a) **If you cancel the contract more than 56 days prior to the first day of the Rental Period,** you will forfeit the booking deposit - 1/3rd of the rental fee
- (b) **If you cancel the contract less than 56 days but more than 28 days prior to the first day of the Rental Period,** you will forfeit 60% of the rental fee
- (c) **If you cancel the contract less than 28 days but more than 14 days prior to the first day of the Rental Period,** you will forfeit 75% of the rental fee
- (d) **If you cancel the contract less than 14 days prior to the first day of the Rental Period** I will not refund any of the rental fee

9.2 **Payments for additional services.** If you cancel the contract and you have paid in advance for additional services, I will let you know if these are refundable. Whether or not they are refundable will depend on what additional services you have ordered and when you decide to end the contract.

9.3 **Tell me you want to cancel the contract.** To cancel the contract, please let me know by telephone or email as soon as you are sure you want to cancel.

9.4 **When your refund will be made.** I will make any refunds due to you as soon as possible and in any event within 14 days of receipt of your cancellation.

10. MY RIGHT TO END THE CONTRACT

I may end the contract at any time in certain circumstances. The Property is in a tranquil and secluded location, please treat it, the surrounding countryside and my neighbours with respect. I may re-take possession of the Property and end the contract at any time if I discover that you are using the Property for any illegal or immoral purpose or if you are causing a nuisance to my neighbours. If I cancel the contract for any of these reasons you will not receive a refund of any amount paid to me by you.

11. IF THERE IS A PROBLEM WITH THE PROPERTY

How to tell me about problems. If you have any questions or complaints about the Property, or if there is an emergency please contact me by telephone or email immediately.

12. EVENTS OUTSIDE MY CONTROL

If the Property is unavailable because of something I have no control over. I will not be in breach of our contract nor liable for delay in performing, or failure to perform, any of my obligations under it if such delay or failure result from events, circumstances or causes beyond my reasonable control. However, if this renders your use of the Property during the Rental Period impossible, you may end the contract in writing and I will refund a pro-rata proportion of the Rental Fee for any unused portion of the Rental Period.

13. MY RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **I am responsible to you for foreseeable loss and damage caused by my breach of these terms.** If I fail to comply with these terms, I am responsible for loss or damage you suffer that is a foreseeable result of my breaking them, but I am not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the booking was made, we both knew it might happen, for example, if you discussed it with me during the booking process.

13.2 **I do not exclude or limit in any way liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by my negligence, or that of my agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights.

13.3 **I am not liable for business losses.** The Property is supplied only for domestic and private use. If you use the Property for any commercial or business I will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. OTHER IMPORTANT TERMS

- 14.1 **I may transfer a contract to someone else.** I may transfer my rights and obligations under our contract to someone else. I will tell you in writing if this happens and I will ensure that the transfer will not affect your rights under the contract.
- 14.2 **You need my consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under our contract to another person if I agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** The contract is between you and I. No other person has any right to enforce any of its terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each clause of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining terms will remain in full force and effect.
- 14.5 **Even if I delay in enforcing a term, I can still enforce it later.** If I do not insist immediately that you do anything you are required to do under these terms, or if I delay in taking steps against you in respect of your breaking any of these terms, that will not mean that you do not have to do those things and it will not prevent me taking steps against you at a later date. For example, if you miss a payment and I do not chase you immediately, I can still require you to make the payment at a later date.
- 14.6 **Which laws apply to these terms and where you may bring legal proceedings.** The contract is governed by English law and you and I can bring legal proceedings in the English courts.

DEFINITIONS

I or me	Miss S . L . Kay, Undercastle Cottage, Castle Hill, Godshill Wood, Fordingbridge, Hampshire SP26 2LU.
Contact:	Email: info@undercastlecottage.co.uk Telephone: 01428 717000 or 07775 905161.
Property:	Undercastle Cottage, Castle Hill, Godshill Wood, Fordingbridge, Hampshire SP26 2LU, including the garden and all other outside space.
Inventory:	All of my possessions at the Property.
Rental Period:	The period for which I have accepted a booking from you for the Property.
Check-in Time:	Any time after 16:00 on the first day of the Rental Period.
Check-out Time:	Any time before 10:00 on the last day of the Rental Period.
Keys:	The keys for the Property to be collected from the collection point at any time after the Check-in Time and to be returned to the collection point within one hour of the Check-out Time.
You:	The person from whom I have accepted a booking in respect of the Property.