

## Terms and Conditions

### **BOOKING CONDITIONS**

#### 1. CONTRACT

The Contract will be between the Client and Mr & Mrs T Hansell (“Owners”). The Contract will be entered into when Mr & Mrs T Hansell issue the confirmation form and will be subject to all the booking conditions. PLEASE READ CAREFULLY.

#### 2. PAYMENT

A deposit of 25% of the rental fee is payable within 7 days if the booking is made more than 8 weeks before the commencement of the rental. The balance shall be payable 8 weeks before the commencement of the rental. Non-payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client.

For bookings made less than 8 weeks before the commencement of the rental, the total fee is payable. All payments shall be made to Mr & Mrs T Hansell at the address at the top of the Booking Confirmation or via the website payment system [www.thegrangefarmhouse.co.uk](http://www.thegrangefarmhouse.co.uk).

If you pay by credit card, Mr & Mrs T Hansell will charge up to 2.0% for each payment made this way to cover costs and charges they have to pay in connection with credit-card payments. There will be no such charge for payments by debit card.

#### 3. CANCELLATION

Any cancellation made by the Client for whatever reason shall be in writing and addressed to Mr & Mrs T Hansell at the address at the top of the Booking Confirmation. On receipt of notice of cancellation, Mr & Mrs T Hansell will seek to re-let the property for the period of booking. If Mr & Mrs T Hansell succeed in re-letting the property at the full price for the whole period they shall refund all the monies paid less an administrative charge of £20 (plus VAT) per booking. If Mr & Mrs T Hansell only succeed in re-letting the property for part of the period booked they will refund an amount equal to the deposit and balance paid less rental for the period which is not re-let and an administration charge of £20 (plus VAT). Should

a cancellation be made before payment of the balance, and Mr & Mrs T Hansell are unable to re-let the whole period, the deposit must be forfeited.

In such an instance, there would be no administration charge. If Mr & Mrs T Hansell are unable to re-let the property at all then all monies paid by the Client shall be forfeited to Mr & Mrs T Hansell.

#### 4. CHANGES OF DATE

Mr & Mrs T Hansell may consider a request from a Client to change the dates of the booking after confirmation has been issued. Agreement will be given subject to the following conditions being met: 1) the request is received more than 8 weeks away from the start of the booking; and 2) the Client pays an administrative fee of £20 (plus VAT). VAT is included in the rental fee where applicable.

#### 5. PERIOD OF HIRE

Rentals commence (unless notified otherwise) at 4:00pm on the day of arrival and terminate at 10:00am on the day of departure.

#### 6. USE OF PROPERTY

The number of persons occupying a property must not exceed the maximum number stipulated in the advertised details. The Client cannot significantly change the number of adults or children during your stay. The property will be used for personal and domestic purposes only.

The Client and all members of the Client's party agree not to use the property for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay in it who Mr & Mrs T Hansell have not previously accepted. Mr & Mrs T Hansell reserve the right to refuse entry to the entire party if these conditions are not observed.

#### 7. NOISE

There are other properties in close proximity and we have a zero tolerance policy on late night noise – all loud music must be turned off by 11:00pm. Please bear this in mind before making a booking.

Mr & Mrs T Hansell cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is

beyond Mr & Mrs T Hansell's control. If they are aware about a problem before the Client arrives, they will contact the Client to let them know.

#### 8. COMPLAINTS

Should there be any cause for complaint during the occupation of the property it must be notified promptly to Mr & Mrs T Hansell and in the case of serious problems confirmed in writing.

#### 9. BREAKAGES OR DAMAGE

The Client is legally bound to reimburse Mr & Mrs T Hansell for replacement, repair or extra cleaning costs on demand.

A Security Deposit of £250 is payable by the Client to Mr & Mrs T Hansell 2 weeks prior to the day of arrival. Mr & Mrs T Hansell will refund the security deposit within 14 days of the end of the Client's rental period (less any costs for breakages, damage, additional cleaning or other costs, if applicable).

#### 10. CARE OF THE PROPERTY

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning.

#### 11. SMOKING

Smoking in the property is **STRICTLY** prohibited. If Mr & Mrs T Hansell discover evidence of smoking within the property, for example due to smells or smoking related damage, the security deposit will automatically be forfeited.

#### 12. SAFETY

Mr & Mrs T Hansell or their agents cannot accept liability for any damage or loss to any property or possessions or personal accident sustained by the Client, its party members or any visitors and therefore advise all guests have full holiday insurance.

### 13. PETS

A maximum of three dogs are allowed in the property. We do not accept dogs under the age of six months. Other pets are not permitted. A charge of £25 per dog per week or short break will be incurred by the Client. If a Client or any member of the Client's party brings a dog with them, it is NOT PERMITTED UPSTAIRS or on beds, chairs, sofas or furniture. Dogs must not be left unattended in the property, including in the garden or grounds of the property. The Client will be billed for any damage resulting from dogs during the course of the Client's stay at the property.

If the Client or any member of the Client's party has a pet allergy, Mr & Mrs T Hansell cannot guarantee that dogs, or other pets, have not stayed in the property, nor do they accept responsibility for any subsequent health reaction.

### 14. BEACH HUT

A beach hut at Wells-next-the-Sea is available for hire with the property for the duration of the Client's stay by prior arrangement with Mr & Mrs T Hansell. PLEASE NOTE THAT THE BEACH HUT IS IN THE NO DOG ZONE AREA ON THE BEACH DOGS ARE STRICTLY PROHIBITED FROM THE BEACH HUT. A charge of £125 per week or £50 per short break will be incurred by the Client and is payable at the time of booking.

The Client and all members of the Client's party agree that if they elect to hire the beach hut, they will only use the beach hut as a base for bathing, rest and recreation and not to sleep in it overnight or otherwise use it as a residential dwelling or to use the beach hut for commercial purposes, including subletting it.

The Client and all members of the Client's party shall take all reasonable and proper care of the beach hut and its furniture, fittings and effects in or on the beach hut and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning. The Client and all members of the Client's party agree not to leave any litter on the beach or in or adjacent to the beach hut and not to cause a nuisance to anyone on the beach or in other beach huts. The playing of music in the beach hut or adjacent to it is strictly prohibited.

Mr & Mrs T Hansell reserve the right to refuse entry to the entire party to the beach hut if these conditions are not observed.

### 15. LIABILITY

Mr & Mrs T Hansell (for themselves, their employees and agents) shall not be liable to Client or third parties for any accident, damage, loss, injury expense or inconvenience, which may be suffered, incurred, arise out of or in any way connected with the rental.

No term of the Contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract. If the property which the Client has booked becomes unavailable or unusable for some reason prior to the date of a booking, then Mr & Mrs T Hansell's obligation will be to: 1) use their best endeavours to find a suitable alternative property; or 2) to reimburse the Client for any monies paid.

Please be aware that whilst the property advertises Broadband and WI-FI, this facility cannot be guaranteed to be available and Mr & Mrs T Hansell shall not be liable to Client or third parties for the non-availability of this facility or the failure of public utilities such as water, electricity or gas.

#### 16. WARRANTIES

Mr & Mrs T Hansell do not warrant and are not responsible for the accuracy of any verbal information given or statements made by its employees or agents.

#### 17. RIGHT OF ENTRY

Mr & Mrs T Hansell shall be allowed the right of entry to the property and the beach hut at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

#### 18. GOVERNING LAW

Any dispute, claim or other matter which may arise in relation to this booking will be governed in English law and you hereby agree that any dispute will be dealt with by the courts of England and Wales.