

## **Terms and Conditions - Holiday at Home**

### **1. Contract**

Holiday at Home arranges short-term holiday rentals. The Contract for the letting of the property is between Holiday at Home and the Client. The Contract will be entered into and becomes legally binding when Holiday at Home issues the confirmation form and the contract is at all times subject to the Booking Conditions. The Client should check the confirmation form carefully and notify Holiday at Home immediately in case of any discrepancy or mistake.

### **2. Payment**

A deposit of one third of the rental fee is payable immediately upon making the booking, if the booking is made more than 8 weeks before the start of the rental. The balance shall be payable 8 weeks before the commencement of the rental. The booking will not be confirmed until the deposit is received. 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. For bookings made less than 3 weeks before the commencement of the rental, no cheques can be accepted, and payment should be made in cleared funds ie. cash, credit or debit card. All payments shall be made to Holiday at Home at the address on the Booking Form.

### **3. Cautionary Damage Security Deposit**

It is required that the details of a debit or credit card will need to be held securely during your stay. This is in respect of us needing to charge for any substantial damage, loss of contents to the property or any additional costs incurred during your stay. This does not include normal wear and tear and minor incidentals.

We will ask you in the pre-arrival email to contact us by telephone during the week before you arrive so this process can be completed prior to you checking in. No money will be debited or credited from the card at this time and we would always contact you initially should we need to charge any monies, for any reason.

The card details used can belong to any of the party staying at the property. Loyalty card holders are exempt from this process.

### **4. Cancellation/Refund Policy (See also 5. Cancellation Insurance)**

Any cancellation made by the Client for whatever reason shall be in writing and addressed to Holiday at Home at the address on the Booking Form. On receipt of notice of cancellation, attempts will be made to re-let the property by Holiday at Home for the period of the booking. If re-letting the property is successful for the whole period all the monies paid less an administrative charge of £25 (inc VAT) per booking will be refunded. If re-letting the property for part of the period booked is successful, an amount equal to the money paid by the Client less the rental for the period which is not re-let and an administrative charge of £25 (inc VAT) will be refunded. If it has not been possible to re-let the property at all then all monies paid by the Client shall be forfeit to Holiday at Home. It is strongly recommended that Cancellation Insurance is purchased at the time of booking, further details relating to this are set out in paragraph below.

## **5. Cancellation Insurance**

No refunds will be given on the cancellation of a booking by the client (except in the event of the property being resold as laid out in paragraph 4, Cancellation/Refund Policy), therefore we strongly recommend you take out your own Holiday Insurance. We suggest you contact 'Guest First' to see if they can provide suitable cover, see <https://secure.guestfirst.co.uk?cid=28774> or telephone 0345 90 80 101 and quote HAH5

## **6. Changes of Date**

Holiday at Home 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 all of the following conditions being met: if the property is available for the period requested, the request is received more than 8 weeks prior to the commencement of the rental; the Client pays an administration fee of £25.00 (inc VAT) and any additional sums due.

## **7. VAT**

VAT is included in the rental fee where applicable at the rate applicable on the date of payment.

## **8. Period of Hire**

Rentals commence at 4.00 pm on the day of arrival and terminate at 10.00 am on the day of departure. Guests may be permitted to extend their stay to arrive earlier or stay later, subject to availability and must be by prior agreement and authorisation. At certain times of the year, usually low season, a later departure time of 4pm on a Sunday can be arranged at an additional cost of £40.00.

## **9. Use of Property**

The number of persons occupying a property must not exceed the numbers stated in the booking agreement. Babies in travel cots or children under the age of ten on 'Z-Beds' provided by Holiday at Home, and/or any combination, up to a maximum of three, of either are permitted in certain properties. There is an additional charge for 'Z' beds. The property shall be used for personal and domestic purposes only. The property shall not be used for any commercial purposes without the consent of Holiday at Home. Holiday at Home reserves the right to refuse entry to the entire party if this condition is not observed, and generally in the case of any breach of these Booking Conditions by the Client where Holiday at Home consider such exclusion is reasonable.

## **10. Eligibility**

Holiday at Home reserves the right to refuse any bookings, in particular bookings from a) groups of people under the age of 21, b) hen or stag parties c) groups whose numbers exceed ten in total.

## **11. Complaints**

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

## **12. Breakages or Damages**

The Client is legally bound to reimburse Holiday at Home for replacement, repair or extra cleaning costs incurred as a direct result of the Client's use of the Property on demand.

### **13 Care of the Property**

13.1 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. The Client shall abide by all instructions with regard to the use of the property and its fixtures and fittings as notified by Holiday at Home.

13.2 The Client shall take care not to leave personal possessions in property on departure. Holiday at Home will make every effort to return high value items provided that the client notifies Holiday at Home within 24 hours of departure. Holiday at Home accepts no responsibility for personal possessions left in the property following departure.

### **14. Pets**

A maximum of two dogs are welcome in some, but not all of our properties. Other properties are kept dog free. No pets other than dogs are permitted. Dogs are to be properly controlled and supervised at all times. They must not be left unattended at the property. Dogs are not permitted in any of the bedrooms or on any of the furniture and we therefore advise guests to bring a pet basket. Clients must clean up after all dogs inside and outside of the property, or they will be charged for extra cleaning costs. Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all properties without charge. Guests with allergies should be aware that we cannot guarantee that there have been no dogs previously kept at the property, nor can we accept any liability for any suffering which may occur as a result of such pets having been present. An extra charge of £8.00 per dog per night is applicable. Due to a serious incident at one of our properties involving a Staffordshire Bull Terrier, we have decided the following breeds of dogs shall not be allowed at Brompton Lakes and Holly House Farm under any circumstances. We regret any inconvenience this may cause but our primary concern is guest safety, especially children, and the welfare of other breeds. All dog breeds are allowed at 30 Frenchgate, New York Public Library, Greenbank Barns, Wayside Cottage and Woodcroft Cottage as these properties all have enclosed private garden areas. Classified under the Dangerous Dogs Act.

Pit Bull Terriers

JapaneseTosa

Dogo Argentino

Fila Brasileiro

Other breeds not welcome at Brompton Lakes and Holly House Farm

Rottweilers

Staffordshire Bull Terriers

Bull Mastiffs

English Bull Terriers

Japanese Akitas

### **15. Liability**

15.1 The following provisions set out the entire liability of Holiday at Home (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of: (1) any breach of these Booking Conditions; and (2) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

15.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Nothing in the Contract excludes or limits the liability of Holiday at Home for death or personal injury caused by negligence or fraudulent misrepresentation.

15.3 Subject to clauses 15.2 and 15.3: (1) Holiday at Home total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of the Contract shall be limited to a sum equal to three times the rental fee; and (2) Holiday at Home shall not be liable to the Client for any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (however so caused) which arise out of or in connection with the Contract. Save for any rights under these Conditions and the Contract which may be exercised by Holiday at Home, no term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract. Without prejudice to the foregoing, if the property which the Client has booked becomes unavailable or un-useable for some reason prior to the date of booking, then Holiday at Home obligation will be to (1) use their best endeavour to find a suitable alternative property, or failing which (2) to reimburse the Client for any monies paid. Notwithstanding any other provision of this Contract, neither Holiday at Home nor the Owner shall jointly or individually be deemed to be in breach of this Contract or otherwise be liable to the Client, for any delay in performance or the non-performance of any of their respective obligations under this Contract, to the extent that the delay or non-performance is due to any act or circumstance beyond their reasonable control, and the time for performance of that obligation shall be extended accordingly. Force Majeure, of the nature of which this clause is intended to cover, includes without limitation fire, flood, exceptional weather conditions, epidemics, destruction and damage of the Property by any cause other than negligence of the Owner or Holiday at Home, and all similar situations. No compensation, costs, expenses or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by either the Owner or Holiday at Home to the Client.

## **16. Warranties**

Holiday at Home does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees, agents or the owners of the properties.

## **17. Right of Entry**

Holiday at Home shall be allowed the right of entry to the property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance. Under normal circumstances we will always ask the guests permission to enter.

## **18. Communicating with the Client**

For the purposes of the Data Protection Act 1998, Holiday at Home is the sole data controller of all personal data provided to Holiday at Home by clients and prospective clients. In order to process a booking Holiday at Home needs to collect certain personal data details from the Client, for example names and addresses of party members, credit/debit card or other payment details, special requirements, such as those relating to a disability or medical condition which may affect any party member's holiday arrangements. If Holiday at Home needs any other personal details the Client will

be told before they are obtained. Holiday at Home needs to pass these details on to other parties and organizations who need to know them so that the holiday rental can be provided, for example, the credit/debit card Company or bank, the insurance Company if the Company's recommended cancellation insurance policy is purchased or for verification of details relating to your holiday rental. Holiday at Home also needs to process and store Clients' personal details for its own administration, market analyses and operational reviews. Holiday at Home would also like to store and use personal details for future marketing purposes (for example, sending brochures, details of promotions, or offers which Holiday at Home feels may be of interest). All details given to Holiday at Home at any time will be kept, but only names, contact details and the booking preferences will be used for marketing purposes unless the Client is informed otherwise when the information is provided. Holiday at Home will respect the privacy of personal data and will comply with all relevant and current data protection legislation. Without written consent Holiday at Home will not make its mailing list or Clients' personal data available for marketing purposes unless required to do so by a Court of Law. Competent jurisdiction will not disclose personal data to anyone. Holiday at Home can however supply promotional offers from third parties.

#### **19. Exclusive Offers**

Holiday at Home may from time to time offer discounted rates for last minute bookings, these offers apply to new bookings only for the dates specified on the offer and cannot be used in conjunction with any other discount. Any disputes are at the discretion of Holiday at Home.