

HOLIDAY HOUSE BOOKING TERMS AND CONDITIONS

These Terms and Conditions apply to lettings by **COPPICE HOLIDAYS LLP** (the “**Owner**”). The Terms and Conditions form the basis of your contract with the Owner so please read them carefully before making a reservation.

Definitions

“ Booking Confirmation ”	means the confirmation of booking provided to the Guest when a booking has been accepted;
“ Booking Deposit ”	means 25% of the Rent;
“ Booking Form ”	means the accommodation booking form sent to the Guest;
“ End Date ”	means the last day of the Rental Period;
“ Guest ”	means the person booking holiday accommodation;
“ Inventory ”	means the inventory of fixtures furniture and effects at the Property a copy of which is kept at the Property;
“ Property ”	means the house and garden known as The Coppice, Ashton under Hill WR11 7SS together with the fixtures furniture and effects specified in the Inventory;
“ Rent ”	means the rent specified in the Booking Form;
“ Rental Period ”	means the rental period specified in the Booking Form;
“ Security Deposit ”	£125
“ Start Date ”	means the first day of the Rental Period.

1. Booking and Payment of Booking Deposit

1. A booking is made by completing and submitting the Booking Form and paying the Booking Deposit.
2. Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Guest a Booking Confirmation. At this point a binding contract exists.
3. The Guest must pay the Booking Deposit to the Owner within 3 days of submitting the Booking Form.

2. Payment of Rent

1. The Guest must pay the balance of the Rent due to the Owner at least 6 weeks before the Start Date.

3. Security Deposit

1. The Guest must pay the Security Deposit to the Owner no later than the date on which the balance of the Rent is to be paid.
2. The Security Deposit will be held by the Owner and applied against the cost of remedying any damage to the Property caused by the Guest.
3. The Security Deposit will be returned to the Guest not more than 14 days after the End Date less any deductions made for the cost of remedying any damage.

4. Cancellation of Booking

1. If the Guest cancels the booking more than 4 weeks before the Start Date the Owner shall be entitled to retain a £100 administration fee but the Owner will refund all other sums paid by the Guest.
2. If the Guest cancels the booking by giving less than 4 weeks' notice the following provisions will apply:
 - cancellation between 4 - 1 weeks from the Start Date – the Owner retains 50% of the Rent and will refund all other sums paid by the Guest;
 - cancellation between 1 - 0 weeks from the Start Date – the Owner retains 100% of the Rent and will refund all other sums (if any) paid by the Guest.
3. If the Guest has not paid the Rent and Security Deposit by the date specified in Clause 2.1 the Guest will be deemed to have cancelled the booking under Clause 4.1

5. Owner's obligations during the Rental Period

1. The Owner agrees that the Guest may quietly possess and enjoy the Property during the Rental Period without any interruption from the Owner or any person claiming under or in trust for the Owner.
2. The Owner shall provide adequate bed linen and towels at the Property.

6. Guest's obligations during the Rental Period

1. The Guest shall use the Property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.
2. The Guest shall make good all damage caused to the Property (including the Owner's fixtures and fittings) or to any other property owned by the Owner through
 - any breach of the obligations set out in these Terms and Conditions;
 - any improper use by or negligence of the Guest or any person at the Property with the Guest's permission.
3. The Guest shall keep the items specified in the Inventory clean and in the same condition as at the commencement of the Rental Period (fair wear and tear and damage by insured risks only excepted) and shall make good or replace with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of the Owner to pay compensation to the Owner).
4. The Guest shall not alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Owner.
5. The Guest shall not permit any person to occupy the Property as a lodger.
6. The Guest shall not assign or sublet the Property or any part of the Property and shall not part with possession or share occupation of the Property or any part of it.
7. The Guest shall comply with any planning conditions affecting the Property which the Owner has brought to the Guest's attention.
8. The Guest shall not smoke at the Property.
9. Separate terms and conditions will apply if the Guest wishes to bring a horse or horses to the Property.
10. The Guest shall be entitled to bring up to 3 dogs to the Property at a cost of £25 per dog subject to any conditions imposed by the Owner.
11. The Guest shall not display any notice or advertisement that is visible from outside the Property.

12. The Guest shall not cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
13. The Guest shall not use the Property in a way which contravenes a restriction affecting the Owner's freehold (or superior leasehold) title which the Owner has brought to the Guest's attention.
14. The Guest shall not use the Property for any illegal or immoral purposes.
15. The Guest shall not play any musical instrument or other device which can be heard outside the Property after 11pm or before 8am.
16. The Guest shall not do anything on the Property which may be a nuisance to or cause damage or annoyance to the Owner or the tenants or occupiers of any adjoining property.
17. The Guest shall use the Property as a private holiday residence for a maximum of 10 people only provided that additional infants may be allowed with the prior agreement of the Owner.
18. The Guest shall in cases of emergency allow the Owner or anyone with the Owner's authority to enter the Property at any time and without notice.
19. The Guest shall allow the Owner and/or his agent or anyone with the Owner's written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided the Owner has given reasonable notice (with regard to the work to be undertaken) beforehand and the Guest shall not interfere with or obstruct any such persons.
20. The Guest shall place all refuse in the receptacle(s) provided for the Property by the Owner or any other competent authority.
21. The Guest shall report to the Owner any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to the attention of the Guest.
22. The Guest shall keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.
23. The Guest shall not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property.
24. At the end of the Rental Period the Guest shall remove the Guest's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

7. Forfeiture

1. If there has been a substantial breach of any of the Guest's obligations the Owner may forfeit (i.e. bring to an end) the tenancy that exists in relation to the Property and may recover possession of the Property. The other rights and remedies of the Owner will remain in force.

8. General

1. Any obligation on the Guest in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
2. Whenever there is more than one person comprising the Owner or the Guest their obligations may be enforced against all of them jointly and against each of them individually.
3. The Owner and Guest do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

4. An obligation in these Terms and Conditions to pay money includes an obligation to pay Value Added Tax in respect of that payment.
5. This contract between the Owner and the Guest shall be governed by the law of England and Wales.
6. Under section 48 of the Landlord and Tenant Act 1987 the Guest is hereby notified that notices (including notices in proceedings) must be served on the Owner by the Guest at the following address:-

John & Louise Beach
The Croft
Cottons Lane
Ashton under Hill
WORCS
WR11 7SS
coppiceholidays@gmail.com
07831430985
www.thecoppice.org