



## **Terms and Conditions**

This is a legally binding contract between the property owner, SPP Property Ltd, trading as, Holt Holiday Cottages and the holidaymaker.

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "customer".

### **1. Booking and Payment of Booking Deposit**

1.1 A booking is made by completing and submitting the Booking Form and paying the Booking Deposit.

1.2 The Customer must pay the Booking Deposit to the Owner within 48 hours of submitting the Booking Form.

1.3 Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Customer a Booking Confirmation. At this point a binding contract exists.

### **2. Payment of Rent**

2.1 The Customer must pay the balance of the Rent due to the Owner at least 8 weeks before the Start Date of their booking.

2.2 If the balance is not received by this date then the Owners will be entitled to re-let for the period and the deposit will be forfeited by the Client.

2.3 For bookings made less than 8 weeks in advance, full payment, including the security deposit, is required at time of booking. We only accept online card transaction in UK Sterling via Cardnet, which is owned and supported by Lloyds Plc. Once the booking is confirmed by the Owners, the Client is responsible for the full hire charge.

### **3. Security/Breakage Deposit**

3.1 The Customer must pay a refundable £200 Security/Breakage Deposit to the Owner no later than the date on which the balance of the Rent is to be paid.

3.2 The Security/Breakage Deposit will be held by the Owner and applied against the cost of remedying any damage to the Property caused by the Customer.

3.3 We do not charge for damages which occur as a result of normal use, but reserve the right to take payment and, if necessary, demand further payment for damage or breakages which is a result of deliberate misuse.

3.4 The Security/Breakage Deposit will be returned to the Customer not more than 14 days after the End Date less any deductions made for the cost of remedying any damage.

#### **Special Note on Security Deposits - Smoking and Dogs**

3.5 All of our properties are strictly non-smoking. Any evidence of a breach of this rule will result in the forfeiture of the customers security/damage deposit in full.

3.6 All of our properties accept dogs, however, as much as we love our furry friends, they are not allowed on any of the downstairs furniture and are absolutely not allowed upstairs to sleep on any of the beds. Our professional cleaners will be checking each property thoroughly at the end of each stay and any evidence of a breach of this rule will result in the forfeiture of an amount of the security/damage deposit sufficient to cover the additional cleaning required.

#### **4. Period of Hire**

4.1 Due to the increased cleaning and sterilisation that we are undertaking as a result of Covid 19, letting commences from 5pm on the day of arrival and terminates at 9am on the day of departure. If we can get you in early, we will, however, please do not arrive earlier than the agreed time.

4.2 Weekly hire is normally from Friday to Friday. Short break hire is normally Friday to Monday for weekend break and Monday to Friday for mid-week. The maximum period of let is 4 weeks.

4.3 The property is let for holiday purposes only and only to the persons named on the booking form.

#### **5. Cancellation of Booking**

5.1 If the Customer cancels a booking through Airbnb or Vrbo then their cancellation conditions will apply. If the customer has booked direct, then the following provisions will apply:

5.1.1 cancellation more than 6 weeks from the Start Date – the Owner retains the deposit unless the property is re-booked at the original rate whereby all funds will be returned minus an admin fee of £50

5.1.2 cancellation between 3 and 6 weeks from the Start Date – the Owner retains 50% of the rent and will refund all other sums paid by the Customer, unless the property is re-booked at the original rate whereby all funds minus an admin fee of £50 will be refunded

5.1.5 cancellation within the 3 weeks of the Start Date - the Owner retains 100% of the Rent unless the property is re-booked at the original rate whereby all funds minus an admin fee of £50 will be refunded.

5.2 If the Customer has not paid the Rent and Security/Breakage Deposit by the date specified in Clause 3.1 the Customer will be deemed to have cancelled the booking and the booking deposit will be forfeit.

## **6. Availability**

6.1 If the property cannot be made available for the period booked due to events beyond the Owners' control and the Owners are forced to cancel the booking, the whole of the hire charge will be refunded, and the Client will have no further claim against the Owners.

6.2 Clients are strongly advised to take out a Holiday Cancellation Insurance Policy.

## **7. Owner's obligations during the Rental Period**

7.1 The Owner agrees that the Customer 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.

7.2 The Owner shall provide adequate bed linen and towels at the Property.

7.3 The Owner shall provide the property and its fixtures, fittings and utensils as described in the online description and any individual property itineraries.

## **8. Customer's obligations during the Rental Period**

8.1 The Customer shall use the Property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.

8.2 The Customer 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:

8.2.1 any breach of the obligations set out in these Terms and Conditions;

8.2.2 any improper use by or negligence of the Customer or any person at the Property with the Customer's permission.

8.3 The Customer 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).

8.4 The Customer shall not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property.

8.5 The Customer 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.

8.6 The Customer 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 Customer.

8.7 The Customer shall place all refuse in the receptacle(s) provided for the Property by the Owner or any other competent authority.

8.8 The Customer 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 Customer shall not interfere with or obstruct any such persons.

8.9 The Customer shall in cases of emergency or for the purposes of inspection, allow the Owner or anyone with the Owner's authority to enter the Property at any time and without notice.

8.10 The Customer shall use the Property as a private holiday residence to the maximum number of people for the relevant property and only those named in the booking form.

8.11 The Customer shall not do anything in 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.

8.12 The Customer shall not play any musical instrument or other device which can be heard outside the Property after 11pm or before 8am.

8.13 The Customer shall not use the Property for any illegal or immoral purposes.

8.14 The Customer 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 Customer's attention.

8.15 The Customer 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.

8.16 The Customer shall not display any notice or advertisement that is visible from outside the Property.

8.17 The Customer shall not smoke or vape at the Property. Doing so will result the full security deposit being withheld.

8.18 The Customer shall comply with any planning conditions affecting the Property which the Owner has brought to the Customer's attention.

8.19 The Customer 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.

8.20 The Customer shall not permit any person to occupy the Property as a lodger.

8.21 The Customer 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.

8.22 At the end of the Rental Period the Customer shall remove the Customer's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

8.23 Due to Covid regulations, the Customer shall place all used linen and towels in the bin liners provided to enable these to be professionally cleaned to Covid standards with minimum human interaction.

## **9. Pets**

9.1 Pets are allowed in the property subject to the property owner's agreement. All pets must be house trained, and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

9.2 Pets must not be left unaccompanied in the property at any time and must not be allowed upstairs or on furniture. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay.

## **10. Liability**

10.1 The Owners shall have no liability for any death, personal injury, damage, or loss of personal property unless these results from our own negligence.

## **11. Injury Loss or Damage**

11.1 The use of the property and its equipment is entirely at the Client's risk and no responsibility can be accepted by the Owners for injury to the Client or a member of his or her party, not for injury loss or damage to their belongings, including motor vehicles.

11.2 Client's Responsibility - The Client is responsible for the property and its contents which should be left clean at the end of the holiday, and breakages, damage or faults reported to the Owners.

## **12. Forfeiture**

12.1 If there has been a substantial breach of any of the Customer'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.

## **13. Complaints & Problems**

13.1 Should there be any problem or cause for complaint during or after a period of letting, please contact the Owner as soon as possible and we will attempt to rectify the problem.

13.2 Details of contact will be provided with booking confirmation.

## **14. General**

14.1 Whenever there is more than one person comprising the Owner or the Customer their obligations may be enforced against all of them jointly and against each of them individually.

14.2 The Owner and Customer 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.