

4 Bed Villa

TERMS & CONDITIONS OF BOOKING

1. **BOOKING CONFIRMATION**

- 1.1 Signature of this form means that you agree to accept these Terms & Conditions.
- 1.2 All bookings for the property will be between the owner, Vivien Dumbill, and the Signatory (please see paragraph 1.5 below. When your booking form has been received and deposit (or full payment for a late booking), there will be a contract between us.
- 1.3 In cases where a reservation is made without a signed booking form (for example, a late availability reservation by telephone), there will still be a contract between us, and these terms and conditions shall be deemed to apply.
- 1.4 This contract is subject to the Laws of England. In the event of there being any unresolved dispute between us, it will be subject to the jurisdiction of the English Courts.
- 1.5 The person who signs the Booking Form will be referred to as the Signatory. The Signatory must be over 18, and in signing the Booking Form accepts these Terms and Conditions on behalf of everyone else in his or her party. All correspondence shall be addressed to the Signatory, and we shall have no responsibility to communicate with anyone in the party other than the Signatory.

2. **PAYMENT**

- 2.1 A deposit of £100/\$200 per week is payable on booking.
- 2.2 The payment must be received within five working days from the date of reservation, to guarantee your booking. Working days shall be Mondays-Fridays inclusive (excluding Christmas Day, New Years Day and Bank Holidays).
- 2.3 The Signatory shall be responsible for the payment of all monies due under any booking made. The owner shall not be responsible for issuing any reminders that payments are due, but will issue a receipt on request.
- 2.4 The Signatory shall be responsible for the payment of all bookings due to us in connection with your booking.

2.5 **Security Deposit**

- a A returnable security deposit of £100/\$200 is required, which must be paid with the balance of your rental (see paragraph 2.6 below). This will be held as security against inventory damage, safe return of keys, and any excess cleaning costs. For the avoidance of doubt, please note that where the security deposit is remitted by separate cheque, this cheque will be cashed on receipt. The Management Company may also ask you for credit card details, when you register, in the same way that a hotel does. This is to cover the payment of any extras, and any damage not covered by the Security Deposit. Payment for any optional extras is due on arrival if you have pre-ordered them or on request if you order them during the course of your stay. Apart from extras, no payment will be debited to your card unless there is damage attributable to your party, which is not covered by the Security Deposit, and the Management Company will always contact you before your card is debited.
- b After you vacate the property, and before the next guests arrive, the Management Company will inspect the property. Subject to their confirmation that there is no damage, which is attributable to your stay, the deposit (or the balance of it, if there is any damage) will be returned to you, by cheque, within three weeks of your return.
- c In the unlikely event that any loss, damage or cleaning costs should exceed £100/\$200 the Signatory shall be responsible for the balance of any costs incurred by us.

2.6 **Payment of Balance**

- a The balance of the payment should be received at least 6 weeks before your departure date. It is your responsibility to make sure that the payment arrives on the due date. Reminders will not be sent.
 - b If the balance is not paid 6 weeks before your departure, the owner reserves the right to cancel your booking. However, as failure to make payment by the due date would mean that you were in breach of contract, you will still be responsible for the balance of the payment in such circumstances.
- 2.7 Pool heating is an optional extra, which should be booked in advance of your departure.

3. **CHANGES TO YOUR BOOKING**

- 3.1 If you want to make any changes to your original booking, this technically constitutes a cancellation of your original booking.
- 3.2 The owner will do their best to accommodate any request that you might make, but cannot make any guarantees, as the change that you request may impact on other bookings. The owner reserves the right to make an administrative charge of £15 to process any changes that can be accommodated.
- 3.3 All requests for changes must be submitted in writing

4. **CHANGES OR CANCELLATION BY US**

- 4.1 In some circumstances, our property may already be booked for your selected dates. In such circumstances, we reserve the right to refer your requirement to another villa owner, and source alternative accommodation for you, consisting of a property with a similar number of bedrooms plus a private swimming pool.
- 4.2 As with any other holiday, there may be circumstances completely beyond our control and contemplation at the time your booking is made, in which the property might become unavailable for your booking.
- 4.3 In such circumstances, the owner will endeavour to make alternative arrangements for you where possible. This means that the property will have a similar number of bedrooms and bathrooms, plus a private swimming pool. Peripheral features such as the number of televisions and the aspect of the pool cannot be guaranteed. If alternative accommodation, cannot be sourced then we will refund all monies paid. This will be the full extent of the owner's liability to you in such circumstances, and the owner shall not be responsible for any other costs or payments connected with any such cancellation, howsoever arising.

5. **CANCELLATION BY YOU**

- 5.1 Apart from Cancellation that arises out of non-payment, any other cancellation must be confirmed in writing by the Signatory, and will not be effective until we receive such written confirmation.
- 5.2 A charge will be made for cancellation. The amount of the charge will depend upon the time of Cancellation.
 - a More than 56 days before your departure date, the amount of the Cancellation charge will be your deposit only.
 - b Between 28-56 days before your departure date, the cancellation Charge will be 50% of the rental.
 - c Less than 28 days before your departure date, the cancellation charge will be 100% of the rental.

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6. **INSURANCE**

- 6.1 It is a condition of this booking that all members of the party are covered by travel insurance, which carries adequate protection against delays and cancellation, and has adequate medical insurance for the USA, and for your luggage and personal belongings.
- 6.2 The owner reserves the right to require production of evidence of satisfactory travel insurance before your departure date.

7. **LIABILITY**

- 7.1 The owner cannot accept any liability for any loss of rental time or delays that you may incur due to travel problems.
- 7.2 The owner cannot accept any liability for any injury sustained by any clients or their visitors to either the property or the swimming pool, howsoever arising.
- 7.3 The owner cannot accept any liability for any loss or damage to any property that is brought to the premises.
- 7.4 The owner cannot accept any liability for any loss, damage or delay arising out of circumstances which constitute Force Majeure, including but not limited to, flight delays and/or flight cancellations, weather conditions, industrial disputes, terrorist activities, and all events of a similar nature which are outside our control.

8. **PROPERTY CHECK IN TIMES**

- 8.1 The villa will be available for you from 16.00 hours local time on the day of your arrival.
- 8.2 The villa must be vacated by 10.00 hours local time on the day of your departure

9. **COMPLAINTS**

- 9.1 If you have any cause for complaint during your stay, please follow the instructions in the villa handbook to contact the local Management Company.
- 9.2 If any complaint is not rectified at first instance, please confirm it in writing to the Management Company during your stay, and copy it to the owner s immediately on your return (or during your stay if is more convenient for you to do so). The owner is unable to deal with complaints unless notified in accordance with the procedures set out in the "Help Us to Help You" information sheet, which is supplied with the directions to the property.
- 9.3 Please note that in the unlikely event that you have a problem which cannot be rectified, and the procedures in the Villa handbook and this clause are not followed, any right of redress which you may have might be adversely affected

10. **PARTY SIZE**

- 10.1 The maximum number of people specified in the brochure and on the booking form is the maximum number allowed by Fire Regulations. A party larger than this would void any protection you have under the owner's insurance. The Management Company is under instruction to refuse admission to larger parties than this.
- 10.2 Only those people, whose details have been advised to the owner either on your booking form, or subsequently in writing, are authorised to use the property. Please note that this does not affect the need for all members of the party to be registered with the management company on arrival, and any failure to do so may mean that any members of your party not so registered may not be covered by the owner's insurance.

11. **CODE OF CONDUCT**

- 11.1 High Grove is a short-term let community. Nothing should interfere with the continued quiet enjoyment of other holidaymakers. Please do not swim, play loud music, or do anything else, which is likely to inconvenience your (and our) neighbours after 22.30 or before 0730.
- 11.2 In the event that anyone in your party behaves in a way which our Management Company believes is likely to cause danger, distress or annoyance to anyone else on High Grove, or damage any property on High Grove in any way, the owner reserves the right to terminate your let immediately and forthwith.
- 11.3 Should it become necessary for the owner to terminate your property let in accordance with clause 11.2 above, then any responsibility, which the owner has for your arrangements, will cease immediately. This means that the owner shall not be responsible for any costs you may incur as a result of the let being terminated, nor shall the owner pay you any compensation, nor make any refunds.
- 11.4 Please treat the home with respect, and leave it clean.

12. **PETS**

- 12.1 **Sorry, no pets.**

13. **SMOKING**

- 13.1 **Smoking is not permitted within the villa.**

14. **PURPOSE OF THIS AGREEMENT**

- 14.1 The villa is let for holiday purposes only.
- 14.2 It is not the intention of the parties to enter into any form of furnished letting agreement. Nothing in this Agreement shall be interpreted as giving rise to any such form of agreement.

15. **OWNER ACCESS**

- 15.1 The Owner, or their agent(s), shall be allowed access at any reasonable time during your stay.

16. **RIGHTS OF THE OWNER**

- 16.1 The owner reserves the right to vary the rates advertised in the brochure at any time.
- 16.2 The owner reserves the right to vary the terms and conditions of rental at any time.
- 16.3 The owner reserves the right to decline to rent to any person or party without being obliged to give reason.

17. **POOL HEATING & MAINTENANCE**

- 17.1 From time to time, there may be operational difficulties, which mean that the pool heating is unavailable for use.
- 17.2 Provided that that the owner is notified within seven days of your departure from the property of any such occurrence, the owner shall refund one seventh of the weekly pool heating charge for every continuous period of twenty-four hours in which the pool heating is unavailable. Under no circumstances shall liability to you exceed the amount paid for pool heating.
- 17.3 Regular maintenance of the pool is subcontracted locally. The maintenance company may access the pool area at any time, to carry out the maintenance that is essential for your comfort and safety. Please ensure that your party observes any instructions with regard to use of the pool immediately after such maintenance has been carried out.