
HOLIDAY HOUSE BOOKING TERMS AND CONDITIONS

These Terms and Conditions apply to lettings of holiday accommodation by Read Farming Ltd ("**Owner**"). The Terms and Conditions form the basis of your contract with the Owner so please read them carefully before making a reservation.

1. Definitions

"Booking Confirmation"	means the confirmation of booking provided to the Customer when a booking has been accepted;
"Booking Deposit"	Means 10% of the Rent;
"Booking Form"	means the accommodation booking form completed by the Customer;
"Customer"	means the person booking holiday accommodation;
"End Date"	means the last day of the Rental Period;
"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, if any) identified in the Booking Form 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;
"Start Date"	means the first day of the Rental Period.

2. Booking and Payment of Booking Deposit

- 2.1 A booking is made by completing and submitting the Booking Form and paying the Booking Deposit.
- 2.2 The Customer must pay the Booking Deposit to the Owner within 1 days of submitting the Booking Form.
- 2.3 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.

3. Payment of Rent

- 3.1 The Customer must pay the balance of the Rent due to the Owner at least 6 weeks before the Start Date.

4. Cancellation of Booking

- 4.1 If the Customer cancels the booking more than 4 weeks before the Start Date

the Owner shall be entitled to retain the deposit amount but the Owner will refund all other sums paid by the Customer.

4.2 If the Customer cancels the booking by giving less than 4 weeks' notice the following provisions will apply:

4.2.1 cancellation between 8-4 weeks from the Start Date – the Owner retains the deposit and will refund all other sums paid by the Customer;

4.2.2 cancellation between 4-0 weeks from the Start Date – the Owner retains 100% of the Rent and will refund all other sums (if any) paid by the Customer.

4.3 If the Customer has not paid the Rent by the date specified in Clause 3.1 the Customer will be deemed to have cancelled the booking under Clause [5.1].

5. Owner's obligations during the Rental Period

5.1 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.

5.2 For properties with Hot Tubs, owners will check water and chemical levels during the Customer stay but endeavour not to disturb guests unless necessary.

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

6. Customer's obligations during the Rental Period

6.1 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.

6.2 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:

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

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

6.3 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).

6.4 The Customer will follow all instruction manuals for Hot Tub's carefully so as not to damage them and adhere to the warning signs on Hot Tub usage.

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

6.6 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.

6.7 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.

- 6.8 The Customer shall place all refuse in the receptacle(s) provided for the Property by the Owner or any other competent authority.
- 6.9 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.
- 6.10 The Customer 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.
- 6.11 The Customer shall use the Property as a private holiday residence for a maximum of two people only (Woodpecker Lodge two adults and two children).
- 6.12 The Customer 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.
- 6.13 The Customer shall not play any musical instrument or other device which can be heard outside the Property after 11pm or before 8am.
- 6.14 The Customer shall not use the Property for any illegal or immoral purposes.
- 6.15 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.
- 6.16 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.
- 6.17 The Customer shall not display any notice or advertisement that is visible from outside the Property.

The Customer shall not keep any animal or pet on the Property other than a single well behaved dog in Shepherds Huts only.
- 6.18 The Customer shall not smoke at the Property.
- 6.19 The Customer shall comply with any planning conditions affecting the Property which the Owner has brought to the Customer's attention.
- 6.20 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.
- 6.21 The Customer shall not permit any person to occupy the Property as a lodger.
- 6.22 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.
- 6.23 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.

7. Forfeiture

- 7.1 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.

8. General

- 8.1 Any obligation on the Customer 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.
- 8.2 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.
- 8.3 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.
- 8.4 An obligation in these Terms and Conditions to pay money includes an obligation to pay Value Added Tax in respect of that payment.
- 8.5 Under section 48 of the Landlord and Tenant Act 1987 the Customer is hereby notified that notices (including notices in proceedings) must be served on the Owner by the Customer at the following address:-

Hole Farm
Brick Kiln Lane
Alderbury
Salisbury
SP5 3EL

- 8.6 This contract between the Owner and the Customer shall be governed by the law of England and Wales.