

## *Terms and Conditions*

*These are the terms and conditions upon which Christopher John Peatroy and Tanya Frances Peatroy both of Adcombe Cottage, Stapley, TA3 7QB (“the Owners”) and any person or persons (“the Client”) applying to book for use as a holiday home at Gray Manes, Low Ham, TA10 9DS (“the Property”).*

- 1. **General** – These are the only terms and conditions upon which the Owners are prepared to enter into agreements for holiday letting of the Property. All Clients have been provided with a copy of the terms and conditions either by post or by access to them on the Owners’ internet site at [www.graymanes.co.uk](http://www.graymanes.co.uk) and are deemed to have read and accepted these terms and conditions before submitting a booking form or otherwise entering into any negotiation or agreement with the Owners.*
  
- 2. **Booking Procedure** – whilst the Owners are prepared to consider requests for reservations of the Property, the confirmation of a reservation shall not render the Owners liable in the event that the Property is unavailable for occupation during the period reserved and no contract will arise between the Owners and the Client otherwise than in accordance with the following provisions of these terms and conditions.*
  
- 3. **Booking Form** – All applications to book holidays in the Property must be submitted by the Client to the Owners using the Owners’ standard booking form for the time being in force (“Booking Form”). The Booking Form must be fully completed by the Client and must be accompanied by a cheque for the application fee. The amount of the booking fee shall be as follows:*
  - i. If the Booking Form is submitted 12 weeks or more before the commencement of the requested holiday letting period – 25% of the full amount payable in respect of the letting; or*
  - ii. If the Booking form is submitted less than 12 weeks before the commencement of the requested holiday letting period – the full amount payable in respect of the whole of the letting period.*

*In the event that the Owners decline an application, the full amount of the application fee will be refunded to the Client. In the event that an application is accepted, the application fee will be retained by the Owner and treated as a payment on account of the amount payable in respect of the letting.*

- 4. Acceptance of an Application** – *the contract between the Owners and the Client for the letting of the Property shall arise upon Owner giving written confirmation of acceptance of the Client’s application (which at the discretion of the Owner may be dispatched by pre-paid post or electronically to any email address provided by the Client in the Booking Form) or upon the Owners having obtained clear funds in respect of the application fee whichever is the later.*
  
- 5. Payment** – *the full amount of the payment for the fee for the letting (less the amount of any application fee paid under clause 3) **together with** a security deposit of £250 under Clause 12 shall be paid on the “due date” namely:*

  - i. In a booking to which clause 3i applies, not later than 12 weeks before commencement of the letting; or*
  
  - ii. In a booking to which 3ii applies, upon the Owner’s acceptance of the application under clause 4.*
  
- 6. Failure to pay** - *Non payment of the sum payable under clause 5 by the due date may be treated as a cancellation of the Client’s booking and the Owner will be entitled to re-let the property without reference to the Client. The terms as to payment contained in Clause 7 shall thereafter apply.*
  
- 7. Cancellation** - *the Owners will remain entitled to the full benefit of the terms of this contract notwithstanding any purported cancellation of a booking by a Client whose booking form has been accepted and are under no obligation to accept cancellations. However, if a Client wishing to cancel a booking sends a request in*

*writing to the Owner, the Owner will whenever reasonably practicable re-offer the Property for letting and will take reasonable steps to achieve a re-letting of the Property for all or as great a part as possible of the Client's period of letting. If the Property is re-let for all or any part of the Client's letting period Client will remain liable to pay letting fees to the Owner for any part of the Client's letting period for which the Property was not re-let together with all costs and expenses incurred by the Owner in re-letting or attempting to re-let the Property and an administration charge of £20 for each day of the Client's original letting period. ALL CLIENTS ARE ADVISED TO EFFECT INSURANCE AGAINST EVENTS THAT MIGHT RESULT IN A NEED TO CANCEL WITH A REPUTABLE HOLIDAY EXPENSES OR OTHER INSURER.*

- 8. Prices and Fees** - *The Owners reserves the right to amend the prices for lettings quoted in the brochure or rates sheet in the event that the same are incorrect due to error or omission. All cheques or postal orders must be drawn payable to 'Gray Manes' and must not be post dated. If any cheque in respect of fees is dishonoured the Owners shall be entitled to treat such dishonour as if it were a cancellation under clauses 6 and 7. The Owners reserve the right to charge the Client for any bank charges or other losses that they suffer by reason of the dishonour of a cheque or other bill of exchange passed on to the Applicant.*
- 9. Limitation of liability** - *please remember that the use of the Swimming Pool carries the usual risks of any water based activity. We have produced rules and regulations for use of the Swimming Pool and we urge you to familiarise yourself with, and to observe them. We are not able to exclude or limit our liability for negligence or breach of contract resulting in death or personal injury and we do not seek to do so. However, we will not accept any allegation of negligence or breach of contract leading to such consequences where the Client has failed to act reasonably and in accordance with our rules and regulations the safe receipt and reading of which the Client confirms by signing the Booking Form.*
- 10. Client's Responsibility** - *The Client confirms that he is authorised to sign the booking form on behalf of all persons who will occupy the property and that those persons are aware of the booking*

*conditions. The Client shall be a member of the party occupying the property and is required to ensure that:*

- (a) Each member of the party on whose behalf the Client has submitted the Booking Form is listed on the booking form with his or her full name, address and age if under 30;*
- (b) Each member of the party is aware of and will comply with the all rules and regulations published by the Owners in respect of the use and occupation of the Property; and*
- (c) The number of persons within the party shall not exceed the maximum number of persons permitted to occupy the Property. There is accommodation in the Property for 14 people but by prior agreement with the Owners a further 2 children aged less than 2 years may occupy in addition to 14 adults and children over the age of 2 years.*

*Any breach of these provisions will constitute a breach of contract, thereupon the Owner may terminate the booking forthwith in which event all moneys paid by the Applicant will be forfeited and the Clients may be required to vacate the property.*

*The Owners reserve the right to repossess the property at any time where damage or nuisance has been caused by the Client or any member of the Client's party and in such event the Owners shall not be liable to make any refund whatsoever.*

**11. Nature of the Contract** – *the contract between the Owners and the Client is intended to create a licence for the Client and the Client's party to occupy the Property for the purpose of a holiday and such licence shall not include or create any tenancy whether assured, assured shorthold or otherwise.*

**12. Client's obligations** - . *The Client agrees:*

- a. *to pay for any losses or damages to the property, however caused, reasonable wear and tear excluded.*
  - b. *to take good care of the property and leave it in a tidy condition at the end of the tenancy.*
  - c. *not to smoke (or cook) anywhere other than permitted areas of the property.*
  - d. *Not to bring pets to the Property without the prior agreement in writing of the Owners and in the event that such agreement is given, to observe the regulations governing the keeping of pets at the Property which form part of these conditions.*
  - e. *To self cater, or to book catering with recommended caterer.*
13. **Security Deposit** – *Clients are required to lodge a security deposit of £250 with the Owners not less than 12 weeks prior to commencement of the period to which the Client's booking relates. This sum will be held by the Owners as security for payment of any loss, damage and additional cleaning charges that may arise through the default of the Client in observance of these terms and conditions, the regulations governing the use and occupation of the Property or the leaving of the Property in an unsatisfactory condition. Charges for extra services may be deducted from this deposit in addition to charges that may have to be applied due to any alteration in VAT or other expenses. This deposit less any deductions will be refunded within fourteen days after the tenancy ends.*
14. **Risk** - *The Owners shall not be liable for any loss or damage suffered by the Client in respect of any personal belongings of the Client on or at the Property howsoever arising.*
15. **Duration and Times of Lettings**- *the period of the booking commences at 4pm on the first day of the booking period and ends*

*at 10am on the date of departure unless otherwise agreed in writing between the Owners and the Client*

16. **Force Majeure-** *In these terms and conditions "Force Majeure" means any circumstances beyond the reasonable control of the Owners including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. If by reason of Force Majeure the Property is not available at the commencement of the time booked by the Client or the property is unsuitable for letting at that time, the Owners shall not be deemed to be in breach of contract but shall refund in full to the Client all fees, charges and any deposit paid in advance by the Client. The Owner will not be liable for any other claim for loss or damage by the Client.*

17 **General -**

- a. *In the event of any conflict between these booking conditions and any other contents of any brochure, these conditions shall prevail.*
- b. *These terms and the contract between the Client and the Owners shall be subject to and interpreted in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to hear any claim arising from such contract.*
- c. *Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.*
- d. *Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.*

## ***Regulations and Conditions***

### ***For the Use of the Indoor Pool and Play Equipment***

*We require that our guests read and sign the following conditions which should be read in conjunction with and form part of the booking conditions.*

*The Clients agree:*

- i. That all outdoor shoes must be removed on entering the pool building.*
- ii. That no one should swim while under the influence of alcohol or drugs.*
- iii. Not to take any glass or china items into the pool building.*
- iv. Guests should note that the pool has a constant depth of 4ft therefore diving is strictly prohibited.*
- v. To ensure that children under 16 are always supervised by an adult and any novice swimmers, of any age, will be supervised.*
- vi. To behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the property.*
- vii. To allow the Owners access to the Property at all reasonable times for the purpose of carrying out maintenance, cleaning and repairs of the swimming pool, the Property and all fixtures and fittings therein.*

*The holiday of any guest in breach of this clause may be terminated immediately and without compensation or any further obligation.*

*Guests should note that the pool is of a plastic liner type construction and therefore requires care.*

*Any damage to the pool, or equipment arising out of misuse or as a result of negligence and/or failure to follow the instructions herein, will be chargeable to the Client.*

*To use the Pool and Garden Play Equipment at their own risk.*

*Not to alter or tamper with the Pool or Garden Play Equipment.*

### ***Regulations and Conditions***

#### ***Regarding Pets***

*We require that our guests read and sign the following conditions which should be read in conjunction with and form part of the booking conditions.*

*The Clients agree: Not to allow any pet upstairs or in the downstairs bedrooms.*

*Never to leave any pet unattended.*

*Not to allow any pet in the swimming pool area.*

*Not to allow any pet on the furniture.*

*To keep all pets restricted to the kitchen area or utility and not to allow them in any other part of the house.*



*To bring all pet bedding required and towels for drying the pet when required.*

*To ensure that any pet is clean and dry before allowing inside the house.*

*To ensure that pets behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the property.*