



# MY FAVOURITE Holiday Cottages

## My Holiday Marketing Owner – Booker Contract

### Contract between:

**Alisdair Finlay (Us/The owner) and (you/the booker)**

### Interpretation

1. Reference to any statute or any statutory provision includes a reference to a) that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and b) all statutory instruments or orders made pursuant to it.
2. Words denoting the singular number only shall include the plural and vice versa.
3. Unless the context otherwise requires references to any clause, sub clause or schedule is to a clause, sub-clause or schedule of or to this agreement
4. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement
5. The Booker is the person who accepts this contract on behalf of themselves and all persons staying at or visiting the property during the period of this booking. Acceptance will be deemed to have occurred within 24 hours of having made a provisional booking or payment unless an objection to any of the terms has been sent and acknowledged by the owner.

### Terms and Conditions

1. The Booker and the Owner acknowledge that this agreement forms the entire agreement between the owner and the booker acting on behalf of all the persons resident at the property during the booking period and where any of the booking terms and conditions are deemed unenforceable then all other parts of this agreement shall remain in full force and operation and shall be enforceable between the parties.

Unless otherwise referred to, reference to the 'Booker applies to the person authorised to agree to the booking conditions on behalf of all persons who shall be staying at the property during the booking period (the booker).

It excludes any agents contracted by us to provide information, booking and/or property management services on our behalf from any liability on any act, neglect or default on our part or any person not within our employ or under our control.

The use of the accommodation and facilities are entirely at your own risk and no responsibility will be accepted for injury, loss or damages to the user, their belongings or their motor vehicles.

### 2. The Rental

The Rental confers upon the Booker the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the Booker acknowledge that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise.

### 3. Acceptance of these terms

The Booker acknowledges that he, she or they are authorised to accept these terms and conditions on behalf of all those persons who will occupy the property and that he, she or they and those persons who will occupy the property are aware of the booking terms and conditions and have agreed to be bound by



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those conditions and shall be a member of the party occupying the property and are required to acknowledge the following:

- i. The maximum number of people who will be staying at the property during the booking period.
- ii. These booking terms and conditions shall be subject to English law and time shall be of the essence.

#### 4. Payment Policy

- i. You must pay a non-refundable deposit of 30% within 7 working days of the initial reservation being confirmed in writing on our behalf by My Holiday Marketing Ltd. We or My Holiday Marketing Ltd will refund the deposit, less a £25 administration charge if the booking is cancelled within 48 hours of the booking otherwise the deposit is non-refundable.
- ii. The balance of the fee must be paid no less than 8 weeks prior to your arrival date. On receipt of the balance, full details of key collection arrangements and directions to the property will be sent. Please note we do not send reminders.
- iii. In the case of bookings made within 8 weeks of the commencement of the holiday the full amount must be paid at the point of booking.
- iv. Payments can be made by cheque, credit/debit cards or bank transfer made payable to our Agent: *MHM Client Account*.
- v. Payments by credit card are subject to a surcharge, 1.05% for Visa Mastercard. There is no surcharge for debit cards. For international guests we can accept international bank transfers for which transaction charges will be e-charged to and paid by the booker at cost.
- vi. Security Deposits. In normal circumstances all security deposits will be refunded within 7 working days of the contracted date of departure unless damage to the property and/or its fixtures and fittings have been reported or discovered by us within 48 hours of your departure or by the time new guests arrive, whichever is the sooner.
- vii. In the event of loss or damage being discovered we reserve the right to deduct an amount equal to the cost of repairing, replacing or making good the loss/damage from the Security Deposit and will refund the balance. In the event that the costs incurred exceed the value of the Security Deposit the booker agrees to reimburse the owner with the balance outstanding. Please note that small items such as glasses or cups, coasters etc tend not be charged for.

#### 5. Cancellation

- i. When a cancellation takes place more than 8 weeks before arrival, any payment received less the 30% deposit paid, any commission and a £25 plus VAT admin charge, will be returned. If a cancellation is made within 8 weeks of arrival then no refund will be due.
- ii. We recommend and expect that guests will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

#### 6. Price Alterations

- i. We reserve the right to adjust prices quoted on our website, other adverts or on details about the property at any time. This will not affect any prices we have previously confirmed with you.

#### 7. Size and Party

- i. The number of persons stipulated for each property on our website, advertisements or literature published by us must not be exceeded under any circumstances. Only the number of adults, children and infants stated by you and listed on the owners booking information may occupy the premises overnight. We normally class children as being under 16 and infants as being 2 years old or under.
- ii. The Booker certifies that:
  1. They are over 18 years of age and a member of the party occupying the property;
  2. The booker has agreed that they act as principal and have absolute liability for all the members of the party at all times.

#### 8. All male or female parties:



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Eligibility - Bookings may only be accepted from all male or all female parties by prior arrangement before the booking is confirmed. If exceptions are made, the Agents reserve the right to take a damage deposit of £20 plus VAT per person if applicable.

## 9. Suitability:

- i. **Health & Mobility:** The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established.
- ii. **Rural Life and Safety:** The owner accepts no responsibility or liability in connection with the suitability or non-suitability of the property for the booker and/or the persons resident at the property in accordance with this booking. The renter accepts that the property is situated in a rural area and is affected by local country pursuits, including but not limited to animal noise, grass cutting and ancillary agricultural noise which may be experienced. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and the booker and those persons listed on the owners booking information sheet acknowledge the rural nature of the property.
- iii. The Owners or Agents cannot be held responsible for any limitations placed on the booking due to adverse weather conditions which may affect travel to and from the property.

## 10. Animals and Pets policy:

We do allow pets at this property but only on request. A maximum of 2 dogs are allowed at an additional cost of £25 per animal. Bookers agree to comply with the dogs policy set out below:

### Dog Policy

1. Dogs are not allowed into the bedrooms, or onto the furniture.
2. Bookers will be responsible for ensuring that animals are not left alone or unattended in the property and/or its grounds.
3. When in the property dogs will be restrained by the bookers from persistent barking, fouling the room, chewing/scratching the furnishings or getting on the furniture.
4. Bookers are expected to organise sleeping and feeding arrangements for the animal.
5. In the interest of keeping the gardens as clean and tidy as possible, bookers are expected to clean up any mess made by the animal.
6. Bookers will bring their own towels to clean the dogs with and not use towels supplied by the property.
7. Bookers will provide their own dishes for the dog to eat and drink from.
8. Bookers will settle costs for any damages that the dog causes which damages the property or stops the property being re-let.
9. If for any reason the above are not adhered to the bookers agree that the animal will be placed in kennels or the holiday terminated without compensation.
10. If there is a Field Sport event taking place dogs may not be allowed.

## 11. Arrival and Departure times

- i. You may arrive anytime after 4pm on the day of your booking.
- ii. You must vacate the property by 10am on the day of departure.

## 12. Lost property

- i. We cannot accept responsibility for any items you leave behind in the property after your holiday, but if you contact My Holiday Marketing Ltd they will notify us and we will endeavour to locate the lost item(s).
- ii. If lost property is found, we will inform you and agree the means to return it. Any unclaimed items will be disposed of after two weeks.

## 13. Renter Obligations.



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You agree to:

- i. Take reasonable care of the property and ensure that the property and all equipment are left clean. The booker agrees to reimburse the owner for any extra cleaning costs required. Where applicable, the owners reserve the right to deduct any extra cleaning costs from any security deposit paid or recharge the costs to the booker.
- ii. Pay for any losses or damages to the property.
- iii. Not to smoke, or allow others to smoke inside the property.
- iv. Pay for any optional extras at the rate stated on the website.
- v. NOT exceed the total number of persons in the property as stated in the details, or share the property, or part with possession of the property, unless previously agreed with owner.
- vi. To dispose of household waste in accordance with our waste disposal requirements. These are explained in the property directory which you will find on arrival.
- vii. Grant the Owners and/or their Agents the right to access the property at any time during occupancy after reasonable notice has been given.

**It is mutually agreed that:**

14. Should the property, for reasons beyond our control (e.g. fire, theft, sale etc), not be available on the date booked or the property is not available for holiday letting, all rent and any charges paid in full by you to us will be refunded in full. You accept that you will have no further claim against us or any of our agents.
15. We accept no liability for any accident, damage, loss, injury, expense, or inconvenience whether to person or property which you or any persons may suffer or incur that arise out of the rental or is in any way connected with the rental.
16. The Owners cannot accept a change of holiday property or details to a booking once the deposit has been received. However, occasionally we can accept an alteration of dates, not withstanding any obligations incurred if a change of dates is requested within less than 8 weeks of a booker's arrival date. Where any changes are made to a booking including dates, party size or additional pets, are made, a minimum administrative fee of £25 plus VAT if applicable will be charged.
17. The Owners aim to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.
18. Any complaints must be notified in the first instance to *My Holiday Marketing* immediately so that they can investigate the circumstances and take any necessary action. In no circumstances can compensation be made for any complaints that are made after the date of departure, or where you have denied or prevented us or our agents the opportunity to try to put matters right during the bookers stay.
19. Damage - Occasionally accidents do happen and any losses must be paid for. The property will be checked and cleaned before arrival but if you have any difficulties please contact My Holiday Marketing Ltd. Should you find on arrival any damage or non-working items you will notify My Holiday Marketing Ltd or the owner immediately so that matters can be rectified.
20. Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

**21. Wi-Fi usage**

The availability of any Wi-Fi service in the property is not guaranteed. In the event that Wi-Fi is available in the property, the booker agrees not to use the Service to access Internet Services, or send or receive e-mails, which:

- i. Are defamatory, threatening, intimidatory or which could be classed as harassment;
- ii. Contain obscene, profane or abusive language or material;



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- iii. Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- iv. Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- v. Contain material which infringe third party's rights (including intellectual property rights);
- vi. In our reasonable opinion may adversely affect the manner in which we carry out our business;
- vii. Involves downloading, altering, e-mailing and distributing copyrighted content unless certain that the owner of such works has authorised its use by you
- viii. Constitutes or is capable of constituting a criminal offence or is otherwise unlawful or inappropriate, either in the United Kingdom or in any state throughout the world.

The booker agrees to compensate the owners fully for any claims or legal action made or threatened against the owners by someone else because the booker has used the service in breach of these Wi-Fi usage terms and conditions.