

Tanyresgair Cottages Holiday Letting Agreement

Owners	Jeremy & Rachel Tindall Tanyresgair Bontnewydd Aberystwyth SY23 4JG United Kingdom
Trading name	Tanyresgair Cottages (partnership)
Contact	email: cottages@tanyresgair.co.uk Tel: +44(0) 1974 251 517
The Property	The cottages: <i>The Hayloft</i> and <i>The Stables</i>

Terms and Conditions

General

In this Agreement, any reference to the masculine includes the feminine.

All references to the singular include plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

The term '*cottage*' refers to either one or both cottages.

'*Guest*' is the person or party letting the cottage.

This Agreement is made on the basis that the Property is to be occupied by the Guest for a holiday as mentioned in the [Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement shall not confer on the Guest any security of tenure within the terms of that Act.

As a holiday letting this Agreement is excluded for the purposes of the Protection from Eviction Act 1977.

The Property

The Property refers to the two cottages, (*The Hayloft, The Stables*) and the residential house and smallholding land of Tanyresgair.

The Agreement

The conditions of rental are between the Guest and the Owner. The contract is deemed to have been made once the Guest has paid a deposit and the booking has been confirmed and accepted. The Guest must be over 18 years at the time of booking.

The person who makes a booking (the Guest) will be responsible for all persons included in the booking and should ensure that they are aware of these terms & conditions.

Booking and payment terms

Reservations can be made by phone or on-line at www.tanyresgair.co.uk. In all instances the guest will receive email booking confirmation.

For bookings made more than 28 days before arrival, a deposit of 25% of the total cost of the holiday, is required. For bookings made 28 days or less before arrival, the total amount is payable in full on booking.

A booking is confirmed on receipt of the deposit, (or the full amount see above)

The Guest agrees to pay the balance of the payment FOUR (4) weeks (28 days) before the holiday is due to start. Email reminders are sent, but delivery cannot be guaranteed. Where a Guest fails to pay their balance by the due date the booking may be cancelled and the deposit retained.

Note: When you submit a booking via the online reservation system on our own website (www.tanyresgair.co.uk), (not through another website), you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by email.

Number of Guests

The maximum number of Guests permitted per cottage is 2 (two). Failure to adhere to this policy will result in the booking being forfeited.

Arrival/Departure:

Arrival: 4.00pm to 7.00 pm. If you are expecting to arrive later than 7.00 pm please notify us accordingly.

Departure: Cottage must be vacated by 10.00 am on day of departure.

Cancellation by the Guest:

Cancellations must be notified in writing (including by email) to the Owner

If the Guest cancels, for whatever reason (including medical and weather related):

a) more than 28 days before booking start date – then a full refund of all monies paid will be made

b) 28 days or less before booking start date – then no refund of deposit or balance will be made. However, if we manage to re-let the accommodation for the total period, 75% of the total price will be credited ie. only the deposit will be non-refundable.

Insurance

At all times throughout the Term the Owner shall effect suitable building insurance cover for the Property and shall insure the Owner's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against from time to time, with an insurance office of repute for the full cost of reinstatement.

The Guest must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Owner for the Property and the Owner's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

Travel Insurance

We advise our Guests to take out their own travel insurance to cover potential cancellation of a booking including illness and loss or damage to their personal belongings.

Use of Property

The Guest shall use the Property for a private holiday residence and not for any other purpose whatsoever, including for any business purposes. The Guest must not use the Property or any part of it for any improper, immoral or illegal purposes.

The Guest must not assign, underlet or part with or share possession of the Property or any part of it.

Pets

Strictly no pets allowed

Children

No Children under 16. Any cottage booked must have at least one adult resident.

No Smoking

There is a strict No Smoking policy within the cottages.

Guest Responsibilities

Cleaning

Guests are responsible for leaving the accommodation in good order and in a clean condition. Please note that the convention for UK Holiday cottages differs from hotels and other countries in that Guests are expected to leave the property in a similar state to which they find it (reasonable cleaning excepted). Please abide by this convention so we can continue to provide good value for Guests.

Water and Septic tanks

The water to the property is from our own spring. The water is pumped into storage tanks and filtered before entering the cottages. The water is tested annually according to regulations. We ask that you do not waste water.

The cottages are on a septic tank system rather than mains sewage. The system is very effective, however, it will clog up if improper material is flushed.

DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products and other foreign objects have been flushed and clog the septic system, you could be charged for the full cost of the repair.

Rubbish

Our rubbish is recycled wherever possible. In the cottage there are 3 bins, one for recycling (plastics, paper and cardboard), one for general waste and one for food waste only. Instructions are stuck to the fridge – please read them carefully and do as directed, as the council will refuse to collect incorrectly sorted waste.

Heating

The cottages have oil fired central heating. Each cottage has its own thermostat. In the interests of the environment please ensure that the heating is not left on or at a high setting when you are out.

Behaviour

The Guest shall not (nor allow others to) cause nuisance or annoyance to the Owner, other Guests or any neighbours.

The Guest shall not (nor allow others to) cause any damage to the interior, exterior, structure or any part of the property.

If, in the opinion of the agent/Owner, any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the Guest may be asked to leave immediately. The Guest will remain liable for the whole cost of rental and no refund shall be due.

Maintenance of the cottage

The Guest shall keep any fixtures, fittings and effects of the Owner in good repair and condition, reasonable wear and tear and damage by accidental fire excepted.

The Guest must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms.

Under no circumstances must any furniture or equipment for use inside the property, be moved outside.

The Guest must keep free from blockages and obstructions all showers, sinks, lavatories, cisterns or pipes.

Reporting Disrepair

The Guest must report to the Owner any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

Guests agree to inform Owners of any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. The Owner may ask for reasonable replacement costs.

Guests should allow reasonable access to the property by the Owner for maintenance given reasonable notice.

Vacating the cottage

Guests should put all furniture back to where it was at the beginning of the rental period.

All cutlery, crockery should be clean and stored in the correct place.

All rubbish bins should be emptied and the contents placed in the wooden shed in the car park.

Guests should not leave any items at the property and, if left, the Owner has the right to charge for the removal, return or disposal of those items.

Liability

The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services or exceptional weather.

No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Guest or any member of the party during their occupancy.

The maximum liability accepted by the Owner will be the total cost of the holiday as paid by the Guest. No other expenses such as travelling costs or alternative accommodation will be accepted.

The Owner shall make every effort to rectify any faults or make repairs to equipment or services as soon as possible, should the need arise. The Owner cannot however, be held responsible for any such breakdowns or loss.

If for any reason beyond the Owners' control (e.g. fire, flood damage) the property is not available for the date of the holiday booked or the property becomes unsuitable for holiday letting, all rent and charges paid in advance by the customer will be refunded in full. The customer shall have no further claim against the Owners.

Cancellation by Owners

The Owner reserves the right to refuse any booking and to cancel any bookings already made if the property is unavailable (e.g. through over-booking, fire, flood, etc.) for any reason whatsoever, subject to a full refund of all monies paid (but no further liability). The Owner shall not be under any other liability if such cancellation occurs.

Force Majeure

The Owner cannot accept responsibility or liability for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, or any other event outside our control.

Waiver

The failure of the Owner to enforce or exercise, at any time or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

Price & Description Changes

The Owner reserves the right to amend prices and descriptions. Price changes will not be applied to confirmed bookings.