

# Henry Adams Holiday Lets

## Terms and Conditions For Holiday Makers

## How to make a booking

Having identified the property of your choice, please either telephone us or send an e-mail to confirm the dates you require. We will then contact you to confirm the booking, and also to arrange payment of the reservation fee (see How to Pay below). Once payment is taken, we will e-mail you to confirm the booking. The booking should be made in one name only, and that person may not transfer the booking to another person without prior written consent from Henry Adams Holiday Lets.

## **Reservation Fee**

If a reservation is made more than 60 days prior to the holiday commencing, then a deposit of 30% of the rental amount is payable at the time of booking. The balance of the rental will become due 60 days before the holiday commences. Please note that should we not receive payment in full by the due date, we reserve the right to cancel the booking.

# Payment in Full

If there are 60 days or less between booking and the start date, then full payment is required at the time of booking.

## How to Pay

You can pay by either credit card or debit card. We are unable to accept American Express. If payment is made by cheque, please ensure that we receive this at least 7 working days before the payment is due, so that enough time is given for it to clear. Please note that there is a booking fee of £40.00 which is payable when the balance is paid, along with a refundable security deposit (see below).

# Changes to Bookings

Should you need to make a change to the dates of a confirmed booking (subject to availability), an administration fee of  $\pounds$ 40 is payable.

#### Contract

Henry Adams Holiday Lets is acting in all respects as the agent of the property owner(s) to take and arrange bookings. Henry Adams Holiday Lets does not own or manage the property but reserves the right to refuse any booking.

Any contract for the letting of the property will be between you and the property owner(s) and for the avoidance of doubt Henry Adams Holiday Lets is not a party to such contract.

Any contract between you and the property owner will be subject to these terms and conditions and any other special conditions made known to you at the time of making the booking.

Henry Adams Holiday Lets accepts no liability for any defects or unavailability of the property. Any claims you may have shall be against the owner of the property and not against Henry Adams Holiday Lets.

#### Cancellation

If you cancel your booking at any time for any reason, no refund will be made for any monies paid unless we are able to re-let the property to someone else in which case we will refund your monies less our administration fee (£100). We strongly advise you to take out appropriate insurance so that you are covered should you have to cancel



involuntarily. In the unlikely event that the owner of the property instructs us to cancel the booking, we will endeavour to find alternative accommodation for you. If this is not possible, we will refund whatever monies you have paid in full, but we cannot accept any liability or meet any costs or expenses you incur as a result.

## **Description of Occupancy**

The property may be occupied for private holiday use only, and the tenancy created by this booking is not an assured tenancy, nor an assured shorthold tenancy.

## **Description of Property**

We endeavour to describe all our properties as accurately as possible and to the best of our knowledge the details relating to any property are correct. However, we cannot accept any liability if you find that the property you have booked does not meet your expectations, and we would advise you to view any property prior to making a booking.

## Your Responsibilities

We will ensure that the property is thoroughly cleaned prior to your arrival, and we expect it to be left in a similar condition and state of repair when you depart. If the property is left in an unsuitable condition at the end of your let then we will instruct professional cleaners to clean the property and the cost of this will be deducted from your security deposit. No smoking is permitted in the property.

You will be fully liable for any damage done to the property or its contents during your let, and the cost of repairing the property or replacing contents will be deducted from of your security deposit. Should the cost of repairs or replacements exceed the amount of your deposit, you will be liable to pay the excess.

You must ensure that whenever the property is unoccupied it is properly secured by ensuring that all doors and windows are closed and locked and where there is an alarm, the alarm is activated.

The amount of occupants must not exceed the total stipulated on the property details (eg "sleeps 4"). Tenants must not cause a nuisance or disturbance to occupants of nearby properties.

Fireworks and open fires are strictly prohibited at all holiday let properties.

## Security Deposit

We require a security deposit (usually  $\pounds$ 200.00) for all our properties, which is payable when the balance of the booking payment is made. The deposit will be refunded within 10 working days of the end of the holiday, subject to no retentions being made.

#### Pets

Pets are not allowed in any of the properties without the prior written consent with agent, Henry Adams Holiday Lets, and where they are permitted, they are to be kept under control and exercised off the premises. Pets are not permitted in the bedrooms or on the furniture, and must not be left unsupervised. Neither Henry Adams Holiday Lets nor the owners make any representations about the suitability of the property for pets and accordingly accept no liability for the safety of pets at the property.

If you bring pet(s) to the property without the prior written approval of the property owner, you may be refused entry to the property and your letting of the property shall be deemed to have been cancelled and neither the



property owner nor Henry Adams Holiday Lets shall have any liability to you in respect of such cancellation. Please therefore check before making a booking that pets are allowed.

Pet damage is not covered by the property owner's insurance so please ensure you have sufficient cover in case of accidental damages / breakages caused by pets during your stay. You shall be liable for any and all damage caused by pets brought into the property by you. We reserve the right to deduct from your security deposit any additional cleaning costs incurred as a result of extra cleaning required after your let.

# **Duration of Holiday Letting**

The letting can be for a maximum of 30 days, unless otherwise agreed in writing. Letting commences at 3.00 pm on the starting date specified in the booking, and ends at 10.00 am on the end date specified in the booking agreement. Any unauthorised extension will warrant additional payment at the applicable weekly rent for the season (on a pro rata basis).

## **Loss of Visitor Property**

We cannot accept any liability for the loss or damage to any belongings of the visitor/s and their guests, and we accept no liability for any injury sustained by the visitor/s and their guests.

## Insurance

We strongly recommend that you take out appropriate holiday insurance to cover you in the event of having to cancel your holiday, for loss of belongings, and for accidents which could occur during your stay. If you would like a quote for appropriate insurance, please let us know.

# **Right of Entry**

We want you to enjoy your holiday/break uninterrupted, and as peacefully as possible. There may, however, be occasions where the owner and/or his agent may require access to the property, and in such circumstances we will try to give you reasonable notice.

#### Services

Unless otherwise specified, the holiday price will include all charges for all services, including water, gas/electricity, oil (where applicable) and council tax.

#### Liability

Your (and any members of your party) personal belongings and vehicles are left at the property entirely at your own risk. Henry Adams Holiday Lets can accept no liability to you or any member of your party for loss or damage to your personal property.

No liability can be accepted by Henry Adams Holiday Lets where you or your personal property suffer any loss, damage, disappointment, inconvenience or otherwise or where the performance or prompt performance of any obligations of the property owner or Henry Adams Holiday Lets is caused, prevented or delayed by any event which is beyond the reasonable control of Henry Adams Holiday Lets, including war, threat of war, riot, civil strife, industrial action, terrorist activity, nuclear disaster, natural disaster, fire, flood, adverse weather conditions or interruption to utility services.

Nothing in these terms and conditions shall limit or exclude Henry Adams Holiday Lets' liability for death or personal injury arising from its negligence or for fraud or fraudulent misrepresentation.



Henry Adams Holiday Lets Registered office: Rowan House, Baffin's Lane, Chichester, West Sussex, PO19 1UA Registration Number: OC 388996 VAT Registration Number: 846 2465 12.