

Balblair holiday cottage
TERMS OF BUSINESS

1. Definitions

“the Hirer” means the person or persons named as the Hirer in the booking form

“Balblair holiday cottage” means NICHOLAS PAUL RIGHT and JULIE ALEXANDRA WRIGHT of 217 Chesterton Road Cambridge trading as Balblair holiday cottage

“the Balblair holiday cottage” means the cottage offered for let by Balblair holiday cottage occupied or to be occupied by the Hirer pursuant to an agreement entered into by Balblair Holiday cottage and the Hirer in accordance with clause 2 below

“the Licence Period” means the period specified in the application form referred to in clause 2.1 and confirmed in accordance with clause 2.4 during which the Hirer is to occupy Balblair holiday cottage

“the Licence Fee” is the daily amount payable by the Hirer for occupation of the holiday cottage and the other services to be provided by Balblair holiday cottage during the Licence Period

2. Booking

2.1 Booking is normally done on-line and the procedure is as follows :-

2.1.1 The Hirer completes and sends an online booking form (“the Booking Form”) with the details of a credit card with which payment of money due under this Agreement may be made and confirms that the Hirer accepts these terms of business the booking is complete and a binding contract is formed.

2.2 Upon completion of the booking Balblair holiday cottage will obtain payment by means of the Hirer’s credit card of a deposit of £150.00

3. Payment of the Licence Fee

3.1 The Licence Fee shall be paid monthly in advance.

4. Methods of Payment

- 4.1 All payments made to Balblair holiday cottage shall be made in pounds sterling and must be clear of bank charges
- 4.2 Payment shall be made by Credit or debit card (Visa, Access, Master Card, Diners or American Express, Switch or Delta)
- 4.3 The Hirer authorises Balblair holiday cottage to debit the Hirer's credit card with any money due under the terms of this Agreement including the Licence Fee, the cost of any services provided, the cost of replacing any damaged items of the Inventory and the cost of any excess cleaning.

5. Cancellation or Alteration of Booking by Hirer

- 5.1 Cancellation of the booking must be notified to Balblair holiday cottage in writing and the notice must be sent by post or email
- 5.2 Where notice of cancellation is received more than 28 days prior to the commencement of the Licence Period Balblair holiday cottage shall refund all payments received from the client minus an administration fee of £50.00.
- 5.3 Where notice of cancellation is received not more than 28 days prior to the commencement of the Licence Period but more than 14 days prior to the commencement of the Licence Period Balblair holiday cottage shall refund all payments received from the client minus the deposit of 150.00 and 50% of the Licence Fee that would have been payable by the Hirer during the Licence Period or if the Licence Period is longer than 1 month during the first month of the Licence Period
- 5.4 Where notice of cancellation is received not less than 14 days or less prior to the commencement of the Licence Period but more than 7 days prior to the commencement of the Licence Period Alexandra Apartments shall refund all payments received from the client minus the deposit of £200.00 and 75% of the Licence Fee payable for the Licence Period or where the Licence Period is longer than 1 month for the first month of the Licence Period
- 5.5 Where the notice of cancellation is received within 7 days prior to the commencement of the Licence Period Balblair holiday cottage shall be entitled to retain the deposit of £150.00 and the whole of the Licence Fee paid

by the Hirer or if the Licence Period is greater than 1 month the Licence Fee for the first month of the Licence Period

- 5.6 If the Hirer has not paid the Licence Fee required to be paid by the Hirer under the terms of this Agreement before cancelling the booking the sums which Balblair holiday cottage is entitled to retain by virtue of clauses 5.2 to 5.5 shall become immediately payable by the Hirer to Balblair holiday cottage
- 5.7 If the Hirer wishes to alter the booking (for example to change the dates of the Licence Period) Balblair holiday cottage will use reasonable efforts to comply with the Hirer's request but cannot guarantee that they will be able to do so. In the event of Balblair holiday cottage being able to alter the booking they shall be entitled to charge an administration fee of £25.00 for the alterations.
- 5.8 If Balblair holiday cottage is obliged to cancel the Hirer's booking they will make all reasonable efforts to offer suitable alternative accommodation. If they are unable to do so or the alternative accommodation is not acceptable to the Hirer on reasonable grounds Balblair holiday cottage will refund all money paid by the Hirer up to the date of cancellation and this refund shall constitute full and final settlement of any liability that Balblair holiday cottage may have to the Hirer as a result of such cancellation
- 5.9 If Balblair holiday cottage is obliged to alter the booking it will use all reasonable endeavours to notify the Hirer as soon as possible. If the proposed alteration is not acceptable to the Hirer may cancel that part of the booking that relates to the alterations and shall receive a full refund for that part of the booking. [Alternatively the Hirer may cancel the whole of the booking]. In these circumstances Balblair holiday cottage shall refund the Licence Fee payable in respect of the altered portion of the booking [or shall refund all money paid by the Hirer prior to cancellation as the case may be]
- 5.10 The refund of money by Balblair holiday cottage to the Hirer pursuant to clauses 5.8 and 5.9 above shall be deemed to constitute full and final settlement of any claims the Hirer may have against Balblair holiday cottage and Balblair holiday cottage shall not be liable to the Hirer in respect of any other loss the Hirer may suffer as a result of the cancellation or alteration of the booking

6. **Occupiers**

Only the persons listed in the booking enquiry form may occupy the cottage and the number of occupiers shall at no time exceed the maximum number of occupiers specified in the booking enquiry form

7. **Pets**

Dogs and other pets are welcome we would ask dog owners, in particular, to observe the following rules:

- 7.1 Dogs must be under strict control at all times while on the property.
- 7. 2. Any fouling of lawns etc. must be cleared up without delay.
- 7.3. The owner must bring the dog's bed or basket for it to sleep in.
- 7.4. Dogs may not be left alone in the property.
- 7.5 Dogs may not lie on beds or chairs, and hair must be well cleared up before departing.

7. **Check In and Check Out**

- 7.1 The cottage shall be available for occupation at 1600 hours on the date of commencement of the licence period.
- 7.2 The Apartment must be vacated and key returned by 1000 hours on the last day of the Licence Period.
- 7.3 If the Apartment is not vacated by 1000 hours on the last day of the Licence Period Balblair holiday cottage shall be entitled to charge the Hirer one day's Licence Fee

8. **Other Obligations of the Hirer**

The Hirer shall:-

- 8.1 Take reasonable care of the cottage and the furniture and effects provided by Balblair holiday cottage
- 8.2 Leave the cottage and all furniture and effects clean tidy and in a lettable condition at the end of the Licence Period
- 8.3 Make good any damage to the cottage or the furniture and effects caused by negligence wilful damage or irresponsible behaviour on the part of the Hirer any occupier or their guest (normal wear and tear excepted)
- 8.4 Report any damage to the cottage or to the furniture and effects immediately to Balblair holiday cottage

- 8.5 Not keep any dangerous or combustible materials in the cottage or do anything else which might make the buildings insurance policy covering the building and its contents void or voidable
- 8.6 Not smoke in the cottage
- 8.7 Not remove any items provided by Balblair holiday cottage

9. Obligations of Balblair holiday cottage

Balblair holiday cottage shall provide:-

- 9.1 A cottage in the Building for occupation by the Hirer and the other occupiers named in the booking application form during the Licence Period
 - 9.1.1 In the cottage suitable furniture, kitchen equipment and appliances cutlery crockery kitchen utensils and other items
 - 9.1.2 Heating electricity water and television
 - 9.1.3 Linen
- 9.2 Balblair holiday cottage agrees that it shall only debit the Hirer's credit card with payments due to Balblair holiday cottage under this Agreement
- 9.3 Balblair holiday cottage agrees to refund the deposit paid by the Hirer within 7 days of the Licence Period unless Balblair holiday cottage has been obliged to use the deposit to repair damage caused by the Hirer or to carry out excess cleaning of the cottage during or at the end of the Licence Period or to compensate Balblair holiday cottage for any loss it has suffered as a result of any other breach by the Hirer of this Agreement

10 Default

- 10.1 Balblair holiday cottage shall be entitled to cancel any booking made by the Hirer and to terminate this Agreement if Balblair holiday cottage does not receive payment in full of any sum due to Balblair holiday cottage under the terms of this Agreement when that payment falls due or if the Hirer commits any other breach of the terms of this Agreement
- 10.2 If Balblair holiday cottage terminates this Agreement under clause 10.1 Balblair holiday cottage shall be entitled to require the Hirer and the Hirer's guests if any to vacate the Apartment and the Hirer and the Hirer's guests if any shall vacate the cottage immediately upon being required to do so
- 10.3 Balblair holiday cottage shall be entitled to compensation for any loss suffered by Balblair holiday cottage as a result of any breach by the Hirer of

the terms of this Agreement including consequential losses and loss of Licence Fees

11. Licence not Tenancy

11.1 This agreement constitutes a licence agreement not a tenancy

12. Miscellaneous

12.1 Access

Balblair holiday cottage or anyone acting on their behalf shall have the right to enter the cottage at any time and for all reasonable purposes connected with the management of the business of Balblair holiday cottage

12.2 Force Measure

Balblair holiday cottage shall not be liable for any loss damage or expenses incurred if they are unable to provide an cottage as a result of events or circumstances beyond their reasonable control including (for example) war civil strife terrorist activity labour disputes natural or man made disasters fire flood and adverse weather conditions

12.3 Governing Law

This agreement shall be governed by the laws of England and Wales and the Hirer agrees that the Courts of England and Wales have exclusive jurisdiction in respect of any dispute arising from this agreement

12.4 Interest

If any money due to Balblair holiday cottage is not paid on the due date the sum unpaid shall bear interest at the rate of 4% above the base rate of the Bank of England from time to time in force both before and after judgment