

Please read through the terms and conditions of renting Mrs Bests Holiday Cottage. In particular we would draw your attention to the following:

You are expected to leave the property clean and tidy. Normal "turnaround" cleaning is included, but additional cleaning will be charged as extra.

Any replacements, repairs or supplementary cleaning, if applicable, will be charged to your deposit.

The Contract

- Mrs Bests Holiday Cottage (the "Property") may be occupied only for short term holiday letting with no rights of occupancy beyond the contracted dates.
- The contract for the rental of the Property is between you (the "Tenant", "you", "your") and Sarah J A Duncan (the "Owner", "we", "our"). You shall be jointly and severally liable with the others in your party and all those in your party shall be bound by the terms of the contract herein. You shall be responsible for any minors in your party.
- A contract is not made until a booking request has been confirmed by the Owners and a cleared deposit payment has been received by the owners.
- The contract shall be governed by English law. If any provision within the contract is found to be legally invalid or unenforceable, such provision shall be deemed not to form part of the contract but the other provisions of the contract shall not be affected.
- The Owners have taken care to describe the Property accurately on internet websites and elsewhere. The property may be subject to minor changes and the Tenant accepts that there may be minor differences from these descriptions.
- Notice can be served for breach of this agreement, and may be given during the Holiday Period by delivery into the property and shall be deemed to have been received upon the expiration of 24 hours after service.
- The party leader must be 18 years of age at the time of booking and at least 4 members of the party must be at least 18 years of age and the booking form must list names and ages of your party.

How to Book

You can book via email at sarahjaduncan@gmail.com, or by telephone (01963 440 948, 07717 835 262). Please remember that your booking is secured when you have received confirmation of acceptance and the appropriate payment has been received.

Payment Arrangements

- For bookings made more than 8 weeks prior to your rental dates, a deposit of one half of the rental sum should be made at the time of booking.
- For bookings made within 8 weeks of your rental dates, full payment should be made at the time of booking.
- Where a deposit has been paid, the balance is payable not later than 8 weeks prior to rental dates.
- The Owners may cancel a booking and retain any deposit payment if payments are not received by the due dates.
- If the Owners cannot accommodate a booking request, they will return your deposit payment.
- Payment may be made by cheque, or bank transfer (please ask for bank details if this is your preferred choice). Cheques should be made payable to Sarah JA Duncan.
- A security deposit of £150 is payable with the final rental payment, payable not later than 8 weeks prior to the rental dates.

Cancellation

- If, for any reason, you need to cancel your confirmed booking, you should do so in writing by email to sarahjaduncan@gmail.com or by recorded delivery to Sarah J A Duncan, 16 Compton Pouncefoot, Yeovil, Somerset, BA22 7EN.
- The booking deposit is non-refundable under any circumstances
- If your cancellation falls within 8 weeks of your arrival date the full rental will be payable unless we are able to re-book the same period at the same price.
- Cancellation Insurance is not compulsory but we strongly recommend such insurance to protect against the cancellation penalty.

CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)

- If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property (“force majeure”) you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation, expenses or costs will be payable.

PERIOD OF HIRE

- You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so will result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

NUMBER OF PERSONS USING THE PROPERTY

- Under no circumstances may more than the maximum number of persons stated in the brochure and the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Mrs Bests Holiday Cottage.

The Property

- The Property is to be used for normal holiday occupation only.
- The Property may not be sublet.
- The Property may only be used to accommodate up to 8 people.
- The Owners may enter the Property at any reasonable time, or, if for an emergency, immediately.

Owners' Obligations

- The Owners will make the Property available to the Tenant for its exclusive use for the agreed rental period.

- The Owners will ensure that the Property is clean and tidy, in good condition for the Tenant.
- The Owners will endeavour to repair or replace any essential item of equipment should it fail during the rental period, except if such failure is due to negligence or willful damage by the Tenant.
- The Owners will address any complaint raised by the Tenant promptly and seek a satisfactory resolution where possible. The Tenant is asked to raise any problems with the Owner in good time so that the Owner can take effective measures to resolve any such problems. Complaints that remain unresolved should be notified in writing to the Owners, who will resolve the complaint or respond in writing.

Tenant's Obligations

- The Tenant will not cause a nuisance, disruption or annoyance to the Owners or others.
- The Tenant will comply with reasonable rules or requests of the Owners.
- Any damage or breakages should be reported to the Owners immediately so that replacement or repair can be effected without delay.
- The Tenant agrees to pay to the Owners such reasonable costs as may be necessary to repair or replace anything lost or damaged during the Tenant's period of occupation.
- The Tenant agrees to use the equipment, fixtures and fittings with due care and in accordance with instructions given.
- The Tenant agrees to abide by any safety advice given by the Owners.

Cleaning

- Your rental payment includes normal 'turnaround' cleaning which takes 3 - 4 hours. This includes changing the beds, vacuuming, cleaning bathrooms and dusting. It does not include ovens, grills, taking out rubbish and doing the washing up. If you would like to arrange for extra professional cleaning on your departure day or during your stay, you should notify the Owners in advance of your arrival or immediately upon arrival. Any stains or soiling that cannot be effectively removed will be treated as damage and charged for.

Pets

- With the exception of registered guide dogs, dogs and other pets are generally not permitted.

Limitation of Owners' Liability

- Except in cases of death or serious injury caused by the Owners' negligence, or for any liability that by law cannot be excluded, any Owners' liability to the Tenant for breach of contract, misrepresentation or other cause will be limited to a sum not exceeding twice the total amount of rental payment received from the Tenant.
- The Owners shall not be liable where performance of the contract is delayed, changed or cancelled for reasons beyond the reasonable control of the Owners. The Owners will notify the Tenant as soon as possible in these circumstances and reimburse payments made by the Tenant as appropriate and proportionately.

Data Protection

- The Tenant agrees with the Owner that the Owner may store such personal data as may be supplied by the Tenant and that, unless otherwise notified by the tenant, such information may be used for keeping the Tenant informed or for marketing purposes.
- No information supplied by the Tenant will be passed to third parties except as far as it is necessary to do so for the purposes of fulfilling the Tenant's contract with the Owners (for example, for processing payment, obtaining insurance, making event bookings on behalf of the Tenant).

- Credit/debit card details will only be stored by the Owners as far as necessary for the purposes of taking legitimate payment in relation to the Tenant's occupation of the Property and reimbursement for damage caused by the Tenant.