

## 1. In these terms and conditions:

1.1 'the Cottage' means The Stables ~~at The Rookery~~ or The Coach House

1.2 'the Rental Fee' means the amount to be paid by the Occupant for the Holiday Period

1.3 'the Deposit' means the 25% of the total cost paid upon making a booking and which is non-refundable

1.4 'the Holiday Period' means the period from 4pm on the Commencement Date until 10am on the Departure Date

1.5 'the Occupant' means the persons renting the cottage

1.8 'the Owner' means Jenny and Owain Cole

2.1 The Occupant must pay the Owner the Deposit at the time of booking the Holiday Period and the balance must be paid 1 calendar month prior to the start of the Holiday Period. If the booking is made less than 6 weeks before the commencement of the Holiday Period the Rental Fee must be paid in full at the time of booking.

2.2 If the balance of the Rental Fee is not paid when due, the booking is deemed to be cancelled and Clause 2.4 applies.

2.3 If the Occupant cancels the booking more than 28 days prior to the commencement of the Holiday Period the Deposit will be non-refundable unless the Cottage can be re-let. If the Cottage is re-let, an administration fee of £30 will be charged, plus any difference in rental fees.

2.4 If the Occupant cancels the booking less than 28 days prior to the Holiday Period the Rental Fee will be non-refundable unless the Cottage can be re-let. An administration fee of £30 will be charged, plus any difference in Rental Fees.

2.5 If the Owner cancels the booking for any reason prior to the commencement of the Holiday Period they will give to the Occupier a full refund of the Deposit and/or Rental Fee.

2.6 If the Occupant vacates the Cottage before the end of the Holiday Period of their own volition no refund will be made.

3.1 These terms and conditions are granted by the Owner to the Occupant for the Holiday Period and are not intended to create the relationship of Landlord and Tenant between the parties.

3.2 The Occupant shall not be entitled to a new tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon determination of these terms and conditions.

4. The Owner permits the Occupant to occupy the Cottage for the Holiday Period for the Rental Fee, payment of which is required in advance, together with use of the furnishings, kitchen equipment, crockery, glasses, bedding and towels as described at [www.rookerystables.co.uk](http://www.rookerystables.co.uk).

5. The Holiday Period will commence at 4pm on the Commencement

Date and the Occupant must have vacated the Cottage, with all his or her family and effects, by 10am on the Departure Date. Failure to do so will result in the Occupant being charged a further week's Rental Fee.

6. If the Rental Fee and the Deposit are paid by cheque they should be in favour of Mr and Mrs O Cole and 5 days should be allowed for clearance.

7. The Owner will issue to the Occupant 1 set of keys to the Cottage on the Commencement Date and the Occupant must return them to the Owner on the Departure Date.

7.1 The Occupant will pay the cost of having a replacement set of keys cut should they fail to return the keys on the Departure date.

8. The Occupant must:

8.1. allow the Owner or his agent to enter the Cottage to inspect the state of it, on prior appointment save in emergency when immediate access must be granted;

8.2 keep the Cottage and the furniture, kitchen equipment, glass, crockery, bedding and towels clean and in good condition and be responsible for repairing any damage;

8.3 not cause any damage to the floors, walls, doors or windows of the Cottage;

8.4 not use the Cottage or allow its use for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner.

9. The Occupant must not use the Cottage except for the purpose of a holiday by the Occupant and the Occupant's family during the Holiday Period, and not for any other purpose or longer period.

10. The Occupant and his or her family must comply with the regulations in the cottage manual and any other regulations notified to the Occupant from time to time during the Holiday Period and ensure that they are observed by all members of the family.

11. The Occupant and his or her family must not do anything or permit anything to be done that would or may result in the insurance of the Cottage becoming void or voidable or the premium on it being increased.

12. The Owner must allow the Occupant and his or her family enjoyment and use of the Cottage for the Holiday Period free of interruption except in emergency.

13. The Owner will provide clean bed linen and towels, drying-up cloths, soap, toilet paper, washing-up liquid, soap powder and

cleaning materials as reasonably required during the Holiday Period.

14. The Owner confirms that all the electrical appliances and equipment provided by the Owner are safe and will not cause damage and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol. Additional electrical apparatus may not be connected to the electrical system and the existing apparatus may only be used at the density of one item to each outlet plug. The Occupant must not extend the electric wiring or cause overloading to the electrical system.

15. The Owner confirms that the furniture and furnishings in the Cottage comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

16. These terms and conditions may be determined before the end of the Holiday Period by the Owner giving the Occupant notice only in the event of the Occupant being in material breach of the terms of this agreement or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of the Occupant's default the Owner shall return to the Occupant the appropriate proportion of the Rental Fee attributable to the then unexpired remainder of the Holiday Period.

17. Any personal information that you provide to us will only be used for the purpose stated at the time we request it (mainly to secure your holiday booking). This information will not be disclosed to a third party except where authorised by you or as otherwise permitted by the Data Protection Act.

18. Any notice to be served on the Occupant under this agreement may be given during the Holiday Period by delivery direct to the Occupant or putting under the front door of the Cottage and shall be deemed to have been received upon the expiration of 24 hours after service.

19. Bookings made through our online booking system are provisional until confirmed by us.

20. Data Privacy Statement: We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of the best four and five star cottages in the UK) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us or proposing to book with us during the previous year, in order that these guests/potential guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. By accepting these

terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise, which you can do at the point of booking by ticking the Marketing Notes box in the extras section. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on [enquiries@rookerystables.co.uk](mailto:enquiries@rookerystables.co.uk) and we will arrange for you to be removed from the mailing list.

### **The Regulations**

1. A maximum of 2 adults plus one baby under six months can be accommodated in The Stables and in The Coach House.
2. No pets are allowed in the The Stables.
3. A maximum of 2 well behaved dogs are allowed in The Coach House.
4. Guests are welcome to use the garden of The Rookery for their own enjoyment at their own risk.
5. Children must be supervised at all times and it is their parent or guardian's responsibility to ensure that they play in a safe manner in the garden.
6. Care must be taken if moving furniture on the wooden and stone floors to ensure the floors are not damaged.
7. Coasters or other suitable protection must be used to protect the furniture from beverages.