

Terms & conditions of Hire for Crows Nest Cottage

1. **The hiring contract** shall be between “The Hirer” (tenants, visitors to or hirer of Crows Nest Cottage and “The Owners” of Crows Nest Cottage. The contract is effective once payment has been received from the hirer.
2. **Provisional reservations** of Crows Nest Cottage are held for 5 days only and if by that time no completed, signed booking form and deposit are received the provisional booking will be cancelled by the Owner with no further notice to the tenant.
3. **Bookings.** When the, completed and signed booking form is received by the owners, with the appropriate deposit/payment for the cottage, a contract between the two parties shall exist.
4. **Payment,** if the booking is made more than 8 weeks prior to the holiday start date, a 30% deposit of the rent is required to secure the booking. If the initial booking is made less than 8 weeks to the start of the rental period, then full payment is required when booking.
5. **Balance of payment** is due 8 weeks prior to the first day of the rental period. Non payment of the outstanding balance by this period could result in the cancellation of the booking by the Owners and loss of the deposit.
6. **The deposit** is non-refundable.
7. **Arrival day and time.** Crows Nest Cottage changeover day is Saturday and is available to guests from 2pm, unless by prior arrangement between the Hirer and Owner.
8. **Departure day and time.** Guests are requested that they vacate the cottage by 10am (no later) on the Saturday to allow it to be cleaned and made ready for incoming guests. Unless by prior agreement by the Owner.
9. **Care of Crows Nest Cottage.** The Hirer is responsible for leaving the property and its contents in the same condition as they found it on arrival. A deposit of £50 is required (paid when the balance of payment is due) by all Hirers to cover any additional cleaning, damage and or breakage's to any item or part of the property within the boundary. This deposit is returned within 10 days of the final rental day to the Hirer, if the Owners find that the cottage and its contents are in there original state prior to your tenancy. Hirers should report any breakages or damage to the Owners, prior to leaving the property. Any excesses are to be paid by the Hirers. It is the Owners right to cancel the hire and immediately repossess the property if any serious breaches of these conditions are deemed to have been broken by the Hirers or their visitors.
10. **Pets.** Only one well-behaved dog, with own bed, belonging to the Hirer is allowed to stay at the cottage by prior arrangement only, at a cost of £25 per week (payable with the balance of payment). It is requested that the dog is not allowed on to the furniture or beds. Any breach of these conditions and the Hirer will forfeit their £50 deposit for additional cleaning.
11. **Cancellation.** The holiday booking form is a legally binding contract and therefore the total amount of the rental is payable by the Hirer, regardless of the reason for cancellation by the Hirer. All cancellations are required in writing by the Hirer, immediately. If the cancellation is made prior to the balance of payment due date, the Hirer is still liable for the balance of payment. If the owners are able to re-let the cottage by the contracted rental date, then the Owners will refund the balance of payment to the Hirer. **As the Owners do not offer cancellation insurance, they do strenuously advice that the Hirer arranges their own holiday insurance that includes cancellation cover.**
12. **Alterations to a booking by the Hirer.** A £25 administration charge is levied for any alteration to confirmed booking date.
13. **Alteration to a booking by the Owners.** If for any reason outside of the control of the Owners, the cottage is not available to the Hirers on the date of their confirmed booking, the

Owners will offer the Hirer alternative dates, waiving any administration charges for the service. If no suitable alternative date is available then the Owners will refund any monies already paid by the Hirer. The Hirer will not be entitled to any further claim from the owners.

14. **Number of Guests.** The maximum number of people sleeping at the cottage is four and this can only be exceeded with prior arrangement and agreement of the Owners. If the Hirers do not adhere to this condition, then the Owners have the right to terminate the hire and immediately repossess the cottage with no refund to the Hirers.
15. **The Hirer must not sublet or share the accommodation** except with persons named on the booking form. If the Hirers do not adhere to this condition, then the Owners have the right to terminate the hire and immediately repossess the cottage with no refund to the Hirers.
16. **Equipment & furniture.** The Owners make every effort is made to ensure that all furniture and equipment are in good working order, however should a piece of furniture or equipment breakdown the Owners will make every effort to ensure that repairs are affected as soon as possible within reason.
17. **No Smoking Policy.** The Owners operate a **strict No Smoking Policy**. In the event that evidence of smoking is discovered within the confines of the cottage, then, in addition to any penalties covered by government legislation, the Hirer may be liable to forfeit the £50 deposit at the Owner's discretion.
18. **Liabilities.** The Owners shall not be held responsible for any accident, loss or damage, which may be sustained by the Hirer, named Guests and their visitors or property however caused whilst using the facilities of the cottage.
19. **Form of Agreement.** The tenancy created by this agreement is a Holiday Let within paragraph 9 of Part 1 to schedule 1 of the Housing Act 1988.
20. **Complaints.** Any complaints regarding the accommodation or any shortage or defects should be reported as soon as possible by the Hirer to the Owner.
21. **Description.** The Owners have made every effort to ensure that the description of the cottage is accurate. The Owners will not accept responsibility for description, which is deemed inaccurate. The Owners reserve the right to make changes to the description at any time.