

## My Holiday Marketing Owner – Booker Contract

### Contract between:

**Martin Robertson-Bond (Us/The owner) and (you/the booker/acting on behalf of the Interested Parties, that being the maximum of 16 persons identified on the booking form to be completed prior to arrival)**

### Interpretation

1. Reference to any statute or any statutory provision includes a reference to a) that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and b) all statutory instruments or orders made pursuant to it.
2. Words denoting the singular number only shall include the plural and vice versa.
3. Unless the context otherwise requires references to any clause, sub clause or schedule is to a clause, sub-clause or schedule of or to this agreement
4. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement
5. The Booker is the person who accepts this contract on behalf of themselves and all persons staying at or visiting the property during the period of this booking. Acceptance will be deemed to have occurred within 24 hours of having made a provisional booking or payment unless an objection to any of the terms has been sent and acknowledged by the owner.

### Terms and Conditions:

1. The Booker and the Owner acknowledge that this agreement forms the entire agreement between the owner and the booker acting on behalf of all the persons resident at the property during the booking period and where any of the booking terms and conditions are deemed unenforceable then all other parts of this agreement shall remain in full force and operation and shall be enforceable between the parties.

Unless otherwise referred to, reference to the “Booker” applies to the person authorised to agree to the booking conditions on behalf of all persons who shall be staying at the property during the booking period (the booker).

It excludes any agents contracted by us to provide information, booking and/or property management services on our behalf from any liability on any act, neglect or default on our part or any person not within our employ or under our control.

The use of the accommodation and facilities are entirely at your own risk and no responsibility will be accepted for injury, loss or damages to the booker or the Interested Parties, their belongings or their motor vehicles.

2. **The Rental**

The Rental confers upon the Booker the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the Booker acknowledges that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise.

3. **Acceptance of these terms**

The Booker acknowledges that he, she or they are authorised to accept these terms and conditions on behalf of all Interested Parties who will occupy the property and that he, she or they and those persons who will occupy the property are aware of the booking terms and conditions and have agreed to be bound by those conditions and shall be a member of the party occupying the property and are required to acknowledge the following:

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- i. Only those persons listed as Interested Parties, as shown on the booking form, will be staying at the property during the booking period.
- ii. These booking terms and conditions shall be subject to English law and time shall be of the essence.

#### 4. Payment Policy

- i. You must pay a non-refundable deposit of 30% within 7 working days of the initial reservation being confirmed in writing on our behalf by My Holiday Marketing Ltd. We or My Holiday Marketing Ltd will refund the deposit, less a £25 administration charge if the booking is cancelled within 48 hours of the booking otherwise the deposit is non-refundable.
- ii. The balance of the fee must be paid no less than 12 weeks prior to your arrival date. On receipt of the balance, directions to the property will be sent. Please note we do not send reminders.
- iii. In the case of bookings made within 12 weeks of the commencement of the holiday the full amount must be paid at the point of booking.
- iv. Payments can be made by cheque, credit/debit cards or bank transfer made payable to our Agent: *MHM Client Account*.
- v. Payments by credit card are subject to a surcharge of 1.05%. There is no surcharge for debit cards. For international guests we can accept international bank transfers for which transaction charges will be e-charged to and paid by the booker at cost.
- vi. Security Deposits. In normal circumstances all security deposits will be refunded within 7 working days of the contracted date of departure unless damage to the property and/or its fixtures and fittings have been reported or discovered by us within 48 hours of your departure or by the time new guests arrive, whichever is the sooner.
- vii. In the event of loss or damage being discovered we reserve the right to deduct an amount equal to the cost of repairing, replacing or making good the loss/damage from the Security Deposit and will refund the balance. In the event that the costs incurred exceed the value of the Security Deposit the booker agrees to reimburse the owner with the balance outstanding. Please note that small items such as glasses or cups, coasters etc tend not be charged for.
- viii. Where there is significant damage, which requires more than usual time to organise replacement or damage repair, an additional admin charge will be applied commensurate with the time spent.
- ix. Included in the £1,000.00 refundable security deposit is £50 that covers any additional cleaning of the BBQ, when not left in the same condition as on arrival.
- x. The house is not heated for guests and if guests wish it to be heated there is a charge of £30.00 per day, every day for the duration of the stay.
- xi. Additional logs can be purchased at a cost of £10.00 per basket.

#### 5. Cancellation

- i. When a cancellation takes place more than 12 weeks before arrival, any payment received less the 30% deposit paid, any commission and a £25 plus VAT admin charge, will be returned. If a cancellation is made within 12 weeks of arrival, then no refund will be due.
- ii. When a cancellation takes place between 12 and 16 weeks prior to a bookers arrival date, an additional 10% of the price of the booking must be paid to cover any discounts required to re-let the cancelled period at short notice.
- iii. In the event that the cancelled period is successfully re-let, or partially re-let, the 40% already paid under (i) and (ii) will be refunded less the total of an admin fee of £25, plus any fees incurred due to marketing the cancelled dates, any shortfall on the price due by the original booker for the cancelled period and the actual sum received by the new booker for that period.
- iv. We recommend and expect that guests will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

#### 6. Price Alterations

- i. We reserve the right to adjust prices quoted on our website, other adverts or on details about the property at any time. This will not affect any prices we have previously confirmed with you.

#### 7. Size and Party

- i. The number of persons stipulated for each property on our website, advertisements or literature published by us must not be exceeded under any circumstances. Only the number of adults, children and infants

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stated by you and listed on the owners booking information may occupy the premises overnight. We normally class children as being under 16 and infants as being 2 years old or under.

- ii. The Booker certifies that:
  - 1. They are over 18 years of age and a member of the party occupying the property;
  - 2. The booker has agreed that they act as principal and have absolute liability for all the members of the party at all times.

## 8. All male or female parties:

Eligibility - Bookings may only be accepted from all male or all female parties by prior arrangement before the booking is confirmed. If exceptions are made, the Agents reserve the right to take a damage deposit of £20 plus VAT per person if applicable.

## 9. Animals and Pets policy:

The only pets accepted at this property are dogs. A maximum of 2 dogs are allowed at an additional cost of £50.00 per animal. Bookers agree to comply with the dog's policy set out below:

### Dog Policy

- 1. Dogs are not allowed into the bedrooms or the adult sitting room, or onto the furniture.
- 2. Bookers will be responsible for ensuring that animals are not left alone or unattended in the property and/or its grounds.
- 3. When in the property dogs will be restrained by the bookers from persistent barking, fouling the rooms, chewing/scratching the furnishings or getting on the furniture.
- 4. Bookers are expected to organise sleeping and feeding arrangements for the animals.
- 5. In the interest of keeping the gardens as clean and tidy as possible, bookers are expected to clean up any mess made by the animal.
- 6. Bookers will bring their own towels to clean the dogs with and not use towels supplied by the property.
- 7. Bookers will provide their own dishes for the dog to eat and drink from.
- 8. Bookers will settle costs for any damages that the dog causes which damages the property or stops the property being re-let.
- 9. If for any reason the above are not adhered to the bookers agree that the animal will be placed in kennels or the holiday terminated without compensation.

## 10. Suitability:

- i. **Health & Mobility:** The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established.
- ii. **Rural Life and Safety:** The owner accepts no responsibility or liability in connection with the suitability or non-suitability of the property for the booker and/or the person's resident at the property in accordance with this booking. The renter accepts that the property is situated in a rural area and is affected by local country pursuits, including but not limited to animal noise, grass cutting and ancillary agricultural noise which may be experienced. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and the booker and the other Interested Parties acknowledge the rural nature of the property.
- iii. The Owners or Agents cannot be held responsible for any limitations placed on the booking due to adverse weather conditions which may affect travel to and from the property.
- iv. The property is a Listed Building in accordance with the provisions of Section 54 of the Town and Country Planning Act 1971. The Property and fittings at the Property will not necessarily benefit from current safety and design features. The owner accepts no responsibility or liability in connection with the suitability or non-suitability of the Property for the booker or Interested Parties.

## 11. Arrival and Departure times

- i. One member of your party must arrive by 4.30pm on the day of the booking to meet the housekeeper and be shown around the property and grounds. Failure for this member of your party to arrive by 5pm will result in a charge being deducted from the deposit.
- ii. The other Interested Parties may arrive any time after 4pm on the day of your booking.
- iii. You must vacate the property by 10am on the day of departure.

**12. Lost property**

- i. We cannot accept responsibility for any items you leave behind in the property after your holiday, but if you contact My Holiday Marketing Ltd they will notify us and we will endeavour to locate the lost item(s).
- ii. If lost property is found, we will inform you and agree the means to return it. Any unclaimed items will be disposed of after two weeks.

**13 Booker Obligations.**

You agree to:

- i. Take reasonable care of the property and ensure that the property and all equipment are left clean. The booker agrees to reimburse the owner for any extra cleaning costs required. Where applicable, the owners reserve the right to deduct any extra cleaning costs from any security deposit paid or recharge the costs to the booker.
- ii. Pay for any losses or damages to the property.
- iii. Not to smoke, or allow others to smoke inside the property.
- iv. If anyone of the Interested Parties smokes outside the property, ensure that all cigarette butts are cleaned up appropriately.
- v. Pay for any optional extras at the rate stated on the website.
- vi. NOT exceed the total number of persons in the property as stated in the details, or share the property, or part with possession of the property, unless previously agreed with owner.
- vii. To dispose of household waste in accordance with our waste disposal requirements. These are explained in the property directory which you will find on arrival.
- viii. Grant the Owners Agents the right to access the property at any time during occupancy after reasonable notice has been given.
- ix. Bookers recognise that Devon Manor House is an old property and whilst every effort is made to ensure that all facilities are fully functioning, there may be an occasion when equipment malfunctions. The Owners will make every effort to ensure that in such circumstances, the problem is rectified expeditiously (subject to 13 below), however the guests recognise that it is not reasonable to seek a refund of all or any of the cost of their holiday if there is an equipment malfunction.
- x. Read the risk assessment policies and health and safety report that are available on the website ([www.devonmanorhouse.co.uk](http://www.devonmanorhouse.co.uk)) and note their contents.

**It is mutually agreed that:**

- i. Should the property, for reasons beyond our control (e.g. fire, theft, sale etc), not be available on the date booked or the property is not available for holiday letting, all rent and any charges paid in full by you to us will be refunded in full. You accept that you will have no further claim against us or any of our agents.
- ii. We accept no liability for any accident, damage, loss, injury, expense, or inconvenience whether to person or property which you or any persons may suffer or incur that arise out of the rental or is in any way connected with the rental.
- iii. The Owners are entitled to assume that bookers have familiarized themselves with the health and safety report that is on the Devon Manor House website, a copy of which is in the house book, and will take appropriate action to ensure they do not have any accidents.
- iv. The Owners are entitled to assume that bookers will be responsible when consuming alcohol and ensure that particular care is taken to prevent accidents.
- v. The Owners reserve the right to charge bookers who request tradesmen to be called, if it becomes apparent that there was no requirement for them to attend, the problem was caused by guests, or if the guests delay or impede the efficient work of a tradesman thereby increasing the cost.
- vi. The Owners have a trusted team of tradesmen who are familiar with the property. In the unlikely event that an emergency call out is required, and the owners team is not available, the Owners

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reserve the right to delay rectifying a problem to ensure that their team can be used, provided in the Owners opinion, the delay is not unreasonable.

- vii. The Owners operate a zero-tolerance policy towards abusive behaviour of their staff. In the unlikely event that a guest is disrespectful towards a member of the owner's staff this will constitute a breach of contract and the guests will be required to leave the property immediately.
- iii. The Owners cannot accept a change of holiday property or details to a booking once the deposit has been received. However, occasionally we can accept an alteration of dates, notwithstanding any obligations incurred if a change of dates is requested within less than 12 weeks of a booker's arrival date. Where any changes are made to a booking including dates, party size or additional pets, are made, a minimum administrative fee of £25 plus VAT if applicable will be charged.
- iv. The Owners aim to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.
- v. Any complaints must be notified in the first instance to *My Holiday Marketing* immediately so that they can investigate the circumstances and take any necessary action. In no circumstances can compensation be made for any complaints that are made after the date of departure, or where you have denied or prevented us or our agents the opportunity to try to put matters right during the bookers stay.
- vi. Damage - Occasionally accidents do happen and any losses must be paid for. The property will be checked and cleaned before arrival but if you have any difficulties please contact My Holiday Marketing Ltd. Should you find on arrival any damage or non-working items you will notify My Holiday Marketing Ltd or the owner immediately so that matters can be rectified.
- vii. Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

## 14. Wi-Fi usage

The availability of any Wi-Fi service in the property is not guaranteed. In the event that Wi-Fi is available in the property, the booker agrees not to use the Service to access Internet Services, or send or receive e-mails, which:

- i. Are defamatory, threatening, intimidatory or which could be classed as harassment;
- ii. Contain obscene, profane or abusive language or material;
- iii. Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- iv. Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- v. Contain material which infringe third party's rights (including intellectual property rights);
- vi. In our reasonable opinion may adversely affect the manner in which we carry out our business;
- vii. Involves downloading, altering, e-mailing and distributing copyrighted content unless certain that the owner of such works has authorised its use by you
- viii. Constitutes or is capable of constituting a criminal offence or is otherwise unlawful or inappropriate, either in the United Kingdom or in any state throughout the world.

The booker agrees to compensate the owners fully for any claims or legal action made or threatened against the owners by someone else because the booker has used the service in breach of these Wi-Fi usage terms and conditions.

## 15. Grounds and Swimming Pool

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- i. You will not allow anyone other than an Interested Parties onto the grounds, into the house or to use any of the facilities including but not limited to the swimming pool and the tennis court without our prior written agreement.
- ii. You will indemnify the owner against any or all costs they may incur if you fail to use best efforts to comply with this clause 15.
- iii. Failure to comply with this clause (15) will result in immediate termination of the contract without any compensation.
- iv. The walled-gardens are part of a working farm; you will ensure that no flowers, fruit, vegetables or herbs are cut or damaged by any Interested Party or pet.
- v. You will ensure that all Interested Parties comply with the Pool House Rules listed below:
- vi. For the pool to be heated there is a charge of £80.00 per 7 nights and £50.00 for 3-4 nights.

## Review of health and safety statement 2017/18

1. There had been no incidents reported by either guests or staff during the first year of operation.
  2. Both guests and staff had been given ample opportunity to make any recommendations for improving the offering and none had been made.
  3. MRB had taken the opportunity to consult a health and safety expert who lives in the village to see if he had any suggestions for improving the safety for guests.
  4. The following observations were made and action taken :-
    - to improve the safety of the pool as fence had been erected enclosing the pool and pool house .The fence was 1.3m high, bolted to the paving stones with 2 gates both with self locking mechanisms situated on the inside of the gate at the highest practicable point .
    - additional depth signs have been designed and will be fitted to the tennis court fencing so that swimmers will be able to easily read the depth of the water .
    - A new water testing system will be implemented, with Steven taking readings and reporting the 'all clear 'to Gary on a regular basis. These tests will be noted on a special calendar that Gary has been given for this purpose.
2. The Interested Parties may use the grounds; please respect the fact that it's a working farm and the fields that are fenced are growing grass as a crop – please walk around the edge or in the woods.
3. The use of the swimming pool, the walled gardens and surrounding facilities by any Interested Party is entirely at their own risk. Interested Parties should adhere to the following:
- i. No running.
  - ii. No diving.
  - iii. No glasses or glassware by the swimming pool.
  - iv. All children i.e. Persons under the age of 18 must be supervised at all times.
  - v. No dogs allowed in the swimming pool.
  - vi. Ensure the swimming pool cover is replaced at the end of each day.
  - vii. At least one suitably experienced swimmer should be present at any time when the swimming pool is being used.
  - viii. Do not use the swimming pool if you have the influenza, open wounds or warts.
  - ix. Only wear a swimming suit in the pool not shorts or other clothing.
  - x. Always shower prior to using the swimming pool.
  - xi. If toddlers use the swimming pool they must wear water-proof nappies.
  - xii. Avoid swimming under water whilst holding your breath, especially after hyperventilating.

## 16. Use of Property

- i. The number of persons occupying the Property must not exceed the maximum number stipulated on the Booking form.
- ii. The property will be used for personal and domestic purposes only unless by prior written agreement by the Owner and shall not be used for any illegal or immoral act and the Interested Parties shall not do or allow to be done anything at the Property which may cause nuisance or annoyance to others or damage to any of the chattels at the Property or to the Property itself.

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- iii. The Owner reserves the right to refuse entry or to terminate the rental with immediate effect at any time and without giving prior written notice if these conditions are not observed. In the event of termination, all Interested Parties shall vacate the Property immediately and the Rental fee shall be forfeited.
- iv. The house and grounds of the Property shall be used for normal recreational purposes only and the Interested Parties shall not be permitted to hunt, fish or shoot on the Property or any part of it.
- v. The use of motorised vehicles shall only be permitted on the driveway allowing access to and from the Property.
- vi. The Interested Parties shall take all reasonable and proper care of the Property and the chattels on the Property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the booking at the beginning. Not leaving the property in the same condition could result in not having the full security deposit refunded.
- vii. **Smoking is not permitted at the Property.**
- viii. The Interested Parties shall have access to the pleasure grounds of the property.
- ix. The Interested Parties acknowledge that they cannot access certain areas within the Devon Manor House "the Unoccupied areas" which will remain unoccupied with security alarms armed for the duration of the Interested parties booked stay. This will not impact on the privacy of the Interested Parties as the only access routes to the unoccupied areas are internal to the house and will not be available or accessible to the Owners, their agents or any other person while the Interested Parties are in valid occupation of the Devon Manor House; except to the owners agents in an emergency situation when the Owners reserve the right for their agents or an appointed person to enter the relevant "Unoccupied area" via the Devon Manor House to deal with the emergency.