

# **General Booking Terms & Conditions**

For all bookings, including those made by telephone or internet, the Lead Guest must complete, sign and date the Holiday Letting Agreement overleaf. This must be sent to us at the time of booking. The Lead Guest must be over 18 years of age and authorised to make the booking and to accept these Booking Terms & Conditions by all persons named on the Property Rental Booking Form. The Lead Guest will be responsible for making all payments due.

#### **RENTAL PAYMENT**

In order to confirm your booking a deposit for 30% of the total rental price must be enclosed with both the signed Holiday Letting Agreement and Booking Form. If we do not receive your payment and both these signed forms within 5 days of your verbal or email enquiry, then we will release your reservation and will not be able to guarantee that the property will subsequently be available. 10% of the rental price is a non refundable booking fee.

We must receive the balance of rental fee by 6 weeks prior to the booking arrival date. If payment is not received by us in full, we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out in the clause "Cancellation by you" will be applicable.

NB: No reminders of payment dates will be sent.

Bookings received 6 weeks or less before the booking arrival date must be paid in full.

#### YOUR CONTRACT

A binding contract comes into existence when your booking is confirmed by email or telephone. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts in Northern Ireland.

#### **CANCELLATIONS - BY YOU (LEAD GUEST)**

You may cancel your booking at any time. Cancellation must be communicated to us in writing (or via email) and takes effect from the date received by us. In the event of cancellation then the following charges become applicable: Less than 2 weeks prior to arrival date - 100% of full cost. Between 2 - 4 weeks prior to arrival date - 90% of full cost. Between 4 - 6 weeks prior to arrival date - 75% of full cost

#### **CANCELLATIONS - BY US**

It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of force majeur or for any reason that makes the property unfit for rental, you will have the choice of either allowing us to try to locate a suitable alternative property on your behalf

or of cancelling the booking and accepting a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

#### **INSURANCE**

It is the responsibility of the Guests to ensure that their personal possessions are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions.

We also recommend that guests arrange adequate travel insurance cover in case of cancellation (see CANCELLATIONS).

#### **COMPLAINTS**

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 28 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause.

#### **OCCUPATION OF THE PROPERTY**

Only the named guests are permitted to use or stay in the property. You and your party must not exceed at any time the numbers of sleeping places which is 4. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the party.

#### **ARRIVAL / CHECK-IN TIME**

This is from 16.00 Hrs / 4.00pm on the arrival day booked. We may be a little flexible on this, provided that there are no departures from the night prior. Please check with us within a few days of your arrival date and when possible we will be happy to oblige.

#### **DEPARTURE / CHECK OUT TIME**

This is by 11.00 Hrs / 11.00 am on the departure day booked. We may be a little flexible on this, provided that there are no imminent new arrivals. Please check with us and when possible we will be happy to oblige.



## **Guest Booking Form**

Property: Cedar Cottage, 44 Springfield Road Warrenpoint BT34 3NW

Dates required	From	То		
Holiday rental price: £				
Name & address of person making the booking (Lead Guest)				
Telephone numbers	Mobile	Other		
Email address				
Please list the names of everyone in your party				
Payments				
<b>Deposit:</b> (30% of rental price) <b>OR</b> total weeks prior to arrival	al rental price if booked less than 6	£		
Balance to Pay: 70% of rental price -	due 6 weeks prior to arrival	£		
Rental Price		£		
Add: Damage Deposit (Refundable, see letting agreement)		£ 150.00		
Total Rental Price (inc £150 Damage Deposit)		£		

Please also sign letting agreement on the next page and return to:

N & R Purdy, Cedar Lodge, 35 Seaview, Warrenpoint BT34 3NJ

**Telephone:** (028) 4175 2999 **Mobiles:** 07771 610 106 or 07802 317 138 **Email:** enquiries@cedarcottageselfcatering.com

Cheques: Made payable to 'N & R Purdy'



### **Letting Agreement**

This agreement (which incorporates our 'General Booking Terms & Conditions' - see first page) is made between the owners, **Norman & Rachel Purdy, Cedar Lodge, 35 Seaview Warrenpoint BT34 3NJ** and the Lead Guest as per the details on the completed Guest Booking Form.

It is agreed that the Owners will let and that the Guest will rent, the furnished premises known as **Cedar Cottage**, **44 Springfield Road**, **Warrenpoint BT34 3NW** (the Premises) for the time period set out on the Guest Booking Form above.

#### The Guest agrees with the Owner as follows:

- 1a. To pay the rental price. A 30% deposit is due on confirmation and the balance is payable in full 6 weeks prior to the arrival date together with the damage deposit.
- 1b. A 10% non refundable booking fee is included in the 30% deposit payment.
- Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
- To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or damaged (reasonable wear and tear excepted).
- 4. Not to remove any of the furniture from its present position in the Premises.
- 5. To use the Premises as a private holiday residence for up to 4 persons only and not for any other purposes whatsoever.
- 6. Not to affix any poster or placard to the interior or exterior of the Premises.
- 7. Not to do, or permit to be done, anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
- 8. Not to do anything, or suffer or permit anything to be done, as a result of which any policy of insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
- 9. Not to use the Premises for any illegal or immoral purposes.
- 10. Not to play or permit to be played in the Premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the Premises.
- To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
- 12. Not to smoke or permit smoking inside the Premises or within the precincts. (If any evidence of smoking has been detected this will immediately entail the forfeiture of any damage deposit held).
- 13. Not to allow pets inside or on the Premises.
- 14. To accept and abide by the General Booking Terms & Conditions.

**Breakages / Extra Cleaning Deposit:** The guest will pay a damage deposit of £150 which is fully refundable, less any sum which may be due to the Owners from the Guest as a result of any breach of the Guest's obligations under this Agreement. The Owners will return the deposit (subject to any deduction which may be due) within 14 days of the termination of the letting period. This amount does not limit the guests liability.

On Completion of the Letting Period: The Guest agrees to leave the Premises and the furniture, in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement.

#### **Provisions and Declarations**

- If at any time during the letting period any covenant contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners or their Agent at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and upon re-entry this Agreement shall absolutely determine but without prejudice the right of action of the Owners or their Agent in respect of any breach of any covenant contained in this Agreement.
- 2. This Agreement is made on the basis that the Premises are to be occupied by the Guest for a holiday rental and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
- 3. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
- 4. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the Premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
- The General Booking Terms & Conditions of the Agreement become valid upon confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.
- 6 Arrival/Check-in time is from 16.00 Hrs/4.00 p.m. (See Booking Terms & Conditions)
- 7 Departure/Check-out time is not later than 11.00 a.m. (See Booking Terms & Conditions)

Name:		
Date:		

By entering your name (e-signature) in the box above, you are entering into a legally binding agreement