

Rental Terms and Conditions for Kean Hill

- 1 The contract of hire shall be between the Holidaymaker and the Owner and is subject to the following terms and conditions.
- 2 A minimum deposit of 50% of the total rental is required with the booking form. If the booking form is submitted eight weeks or less before the commencement of the holiday then the full rent should be sent with the booking form. If the booking cannot be accepted by the owner, the full amount will be returned within 14 days. The owner reserves the right to refuse a hire booking. The balance of rent must be paid within the first few days from the holiday commencement date. Non payment of the balance monies will constitute cancellation of the holiday rental and forfeit of the deposit. Payment method of the deposit must be made by either cheque payment or cash. For the balance, payment must be cash or if paying by cheque this must be sent at least 10 days prior to the holiday commencement date in order to clear the payment through the banking systems.
- 3 Cancellations, any cancellation of the booking must be made in writing to the owner to confirm the cancellation as definite. If the cancellation is made eight weeks prior to the commencement date a charge of 25% of the total rental will be payable. If a cancellation is made in the last eight weeks prior to the commencement date a charge of 50% of the total rental will be payable.
- 4 The period of hire will be from 3pm on the day of hire and the property must be vacated by 10.30 am on the day of departure unless agreed differently with the owner by prior arrangement. In all cases the holidaymaker is requested to give an approximate time of arrival so the owner can make arrangements with them over initial access.
- 5 In no circumstances may the number of people occupying the property exceed those detailed on the booking form. If this condition is not observed the owner has the right to terminate the hire and charge full rental for the period of the booking.
- 6 No dogs or pets are allowed in the property.
- 7 Smoking is not allowed on the property at any time.

- 8 The booking is made on the understanding that the property is available at the time of booking. If for any reason the property is not available for reasons beyond the control of the owner (e.g. storm damage, fire, illness etc.) the owner shall not be liable for any loss, expense, inconvenience or otherwise resulting from such unavailability and the holidaymaker shall have no claim against the owner. If for any such accidental reason the property is not available the owner will do all in his/her power to locate alternative accommodation locally and take every action possible to reduce any inconvenience to the holiday maker.
- 9 The property shall be used for holiday accommodation only and the holiday maker is not permitted to sub-let the property.
- 10 The holidaymaker must report to the owner immediately upon arrival if he is not satisfied with the accommodation and give the reasons so the owner can attempt to rectify any such problems without delay.
- 11 The holidaymaker will be held responsible to leave the accommodation in a reasonable state of cleanliness and repair in which it was originally delivered to them. An additional charge may be made if extra cleaning is required.
- 12 The holidaymaker will be liable for any loss, costs, expense or claims resulting from any damage caused to the property or its contents by the deliberate or negligent act of the parties staying within the accommodation.
- 13 A set of keys will be made available during the rental period. If these are lost a fee of £75 will become payable to cover the cost of replacing the locks and cutting of new keys.
- 14 The hirer will not hold the owner liable for any accident, damage, loss, injury, expense or inconvenience whether to persons or property which the holiday makers or any other persons may suffer or incur.
- 15 In these terms & conditions ;
 - a) "The Owner" shall mean the owner of the property;
 - b) "The Property" shall mean Kean Hill, Cawsand;
 - c) "the Holidaymaker/Hirer" will mean the persons signing the booking form and all intending to stay in Kean Hill on holiday
 - d) English Law shall apply to all contractual obligations arising out of these terms & conditions.
 - e) These terms & conditions are valid from 01 April 2007.