



## Rental Agreement

### Making your booking:

In these Booking Conditions, 'you' and 'your' means all persons named on the booking form (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' means River Quay Ltd

### Agreement:

Before booking with us, please read these Booking Conditions carefully and all the other information relevant to your booking, including the Property Rental Conditions (which means all information contained in any specific conditions or restrictions set out in the brochure or website description of the property, or otherwise advised to you.) In these Booking Conditions, unless the context otherwise requires, words in the singular shall include the plural and vice versa.

These terms and conditions form the basis of the agreement between you and River Quay Ltd together with all other conditions set out below.

By signing the Booking Form and sending your deposit, you agree that you are over 18 years of age and that you accept full responsibility for all payments due and for the consequences of any actions of all persons who will use the Property during your holiday. **You will be responsible for ensuring that those persons named on the property rental booking form corresponds with the guests occupying the property for the rental period. River Quay Ltd reserve the right to require you to verify to their satisfaction the identity of all persons named on the property rental booking form.** Once payment has been made, you will be deemed to have read all the Booking Conditions and be bound by them.

The agreement to let the property is made on the basis that the property is to be occupied by you for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9. You acknowledge that these terms and conditions shall not confer on you any security of tenure within the terms of that Act.



**If at any time during the letting period the fee or any part of it is unpaid or any covenant by the guest(s) contained in the Agreement is broken or not performed or observed, it shall be lawful for River Quay Ltd 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 River Quay Ltd or their agent in respect of any breach of any covenant contained in this Agreement.**

**As a holiday letting this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977. If on the completion of the letting period the guest(s) have failed to vacate the premises then it shall be lawful for River Quay Ltd or their agent to re-enter the premises to secure possession of the same.**

Your binding contract with the Owner comes into existence when the written confirmation of your booking is issued and you have completed the booking form on the website. This must include contact details so we can return your deposit to you.

Your key number will be e-mailed, texted or telephoned to you, so please make a note of it.

### **Booking:**

River Quay Ltd will confirm the booking on receipt of the Booking Form and a non-refundable deposit of 25% of the holiday rental fee.

Once River Quay Ltd has confirmed the booking and has received the deposit, an agreement exists between us on these terms and conditions. To secure the dates required, this deposit must be received within 7 working days of the provisional booking.

If the holiday is due to start within 4 weeks of the date of booking, the total of the holiday rental fee is payable at the time of booking.

**On receipt of documents from River Quay Ltd you must advise us if anything appears to be incorrect. River Quay Ltd regret that they cannot accept**



**liability if they are not notified of any inaccuracies within 10 days of dispatching the documents to you. River Quay Ltd reserve the right to refuse a booking without giving any reason.**

No subsequent changes may be made to any part of the booking form without River Quay's express written approval.

### **Final payment:**

The balance of the holiday rental fee, less any deposit will become due 8 weeks before the start of the holiday. River Quay Ltd will send you a reminder one week before. If the balance is not received in time, River Quay Ltd reserves the right to cancel your booking and retain the deposit.

If payment is made late or if payment is made by cheque, River Quay Ltd reserves the right to add an administrative charge of £25.00.

### **Housekeeping deposit:**

In addition to the rental deposit an additional housekeeping deposit of £150 is payable per week for each week stayed. This will be held by us during your holiday and will be refunded in full or part thereof within 21 days after deduction of any sums that may be due to us as a result of any breach of the Booking Conditions or any damage to the property or its fixtures, fittings and contents. We ask that any accidents or damage to the Property or its fixtures, fittings and contents and that any failure of any mechanical or electrical appliances be reported as soon as possible. At the end of your stay, please leave all rubbish and recycling in the metal bins and containers provided outside the property in the parking area. If you exceed using 600 units of electricity during your stay, then the excess will be taken out of the housekeeping deposit. We have found that this amount of electricity is generous enough to cover most peoples' usage.

The housekeeping deposit is returnable if you kindly leave the cottage tidy and clean with no damage and you have vacated the cottage by 10am.

### **Changes to your booking:**

If you wish to change details of your confirmed booking we will do our best to accommodate these. Please be aware that any amendment will be made at the



current brochure price, which may differ from the price at which you originally booked. Please note that changes to your dates may be treated as a cancellation of the original booking and hence be subject to cancellation charges.

### **Cancellations:**

Cancellation of your booking must be communicated in writing or by e-mail and takes effect on the date we receive it. If you cancel your booking more than 4 weeks before the start date, your payment will be returned minus the non-refundable deposit.

If you cancel within 4 weeks of the original start date, and we are unable to re-let the cottage for the same period, the rental will be payable by you in full. Where the cottage is re-let, the non-refundable deposit will be retained and the remainder returned to you.

River Quay Ltd does not operate any scheme of cancellation or travel insurance and you are advised to obtain your own insurance cover for the holiday.

In the unlikely event that we have to make changes to your property rental or booking we will notify you immediately. If we find it necessary to cancel the property rental because of force majeure or for any reason that makes the property unfit for rental we will refund all monies paid in full. Please note that we will not be liable for any consequential loss or incidental expenditure resulting from the cancellation of your booking.

### **Brochure or website details:**

There may be small differences between the actual property and its description on our website, in brochures and other promotional literature, as we seek to improve our services and facilities. If this means that some facilities or services become unavailable or subject to restriction, we will tell you as soon as possible. Naturally, we cannot accept responsibility for any changes or closures to local services or attractions advertised.



## **Inventory**

You will find a full inventory on the web site you need to check this prior to the commencement of your letting and let us know by e mail or telephone whether any items are missing or damaged. There may be occasions when River Quay have not been notified by out-going guests with regard to certain items on the inventory. We will endeavour as soon as reasonably possible to replace any missing or damaged items upon notification.

## **Force Majeure:**

In these Booking Conditions "force majeure" means an event which we could not, even with all due care, foresee or avoid, including, but not limited to, lock-out, act of God, malicious damage, accident, power failure ....

## **Disabilities and medical problems:**

To access this property you need to climb up about fifteen steep steps, Once inside you can unlock the rotunda from the inside thus enabling you to get upstairs with less effort. Inside there are stairs down to all the bedrooms.

Due to the stairs, this property is not designed or suitable for very disabled individuals although ramps suitable for wheelchairs are available on the steps underneath the balcony by prior arrangement.

## **Arrival and late arrival:**

You may arrive at the Property any time after 4.00pm on the start date of your booking.

Please notify us if your arrival is delayed beyond 8.00pm on the start date of your rental period. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not advise us, we may treat your booking as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

## **Departure:**

Please vacate the Property by 10.00am on the day of your departure.

If your stay extends beyond this period, you may be subject to a charge for the additional occupancy.



### **Your obligation:**

You agree to keep the Property and its contents in the same condition and repair as on your arrival at the Property and pay to River Quay Ltd upon written demand any costs incurred in making good any loss or damage to the Property or its contents caused by your action or omission or that of any guest or animal accompanying you.

You must ensure that the Property is left in a clean and tidy condition on your departure at the end of your holiday. River Quay Ltd may make a charge for any additional cleaning if this is considered necessary.

You will allow anyone authorised by River Quay Ltd to enter the Property during the holiday, although reasonable notice of such a visit will be given wherever possible except in the case of an emergency.

### **Occupation of the Property:**

You must not use the Property for any purpose other than that of a holiday.

The number of people staying in the Property must not exceed that stated on the booking form and the use of tents or sleeping in motor vehicles adjacent to the Property is not permitted. **Only the named guests are permitted to use or stay in the property. River Quay Ltd or their representatives have a right at all times to refuse access to the property for people who are not members of the party. River Quay Ltd reserves the right to request that you provide verification as to the identity of all guests named on the booking form. It shall constitute a breach of this Agreement entitling River Quay Ltd to treat the contract as at an end if at any time the property should be occupied other than by you and the guests named on the booking form.**

You must not use the Property for any activity or in such a way as to cause nuisance or annoyance to neighbours.

You and your guests must comply with any reasonable regulations relating to the Property or the site within which the Property is situated.

The Property is in an area of SSSI and special care must be taken in these areas.



You will keep to the garden areas designated for Pokelagin and you will not pick or uproot plants from the garden. The Gardener or the owners may need to have access the garden for maintenance.

In the interests of the surrounding farmland, cattle and other animals as well as the SSSI area, please note that fireworks and Chinese Lanterns are forbidden.

### **Lost Property:**

River Quay Ltd will not be held responsible for any loss or damage of any of your belongings or for any injuries sustained by you or any of your guests unless caused by negligence or default of River Quay Ltd.

### **Termination:**

We reserve the right to terminate your stay and require that you and your party vacate the property if we believe you or any member of your party is behaving unlawfully or if any damage is likely to be caused or has been caused by the behaviour of you or your party. These circumstances will be treated as a cancellation by you and your housekeeping deposit and full rental payment will be kept by us.

River Quay Ltd reserves the right to refuse any booking.

### **Complaints:**

If you have any cause for complaint during your holiday at the Property, please notify the Owners who will make all reasonable efforts to assist and resolve the issue. River Quay Ltd will not normally make any refund or recompense in respect of a complaint made after departure if the complaint was not made known to the Owners during the holiday rental period. Discussion of any complaints with us whilst you are in residence will usually enable shortcomings to be rectified.

### **Special requests:**

Please advise us of any special requests at the time of booking and confirm them in writing.

### **Data Protection:**



All personal data provided to River Quay Ltd will be held and processing in accordance with the requirements of the 1998 Data Protection Act. We will keep your personal data safe and secure and will not share it with other organisations without your knowledge and consent unless required by law to do so.

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