



Battisborough House

Holbeton, Devon PL8 1JX

www.battisborough.co.uk

Terms and Conditions

‘The Property’ is Battisborough House
‘The Owners’ are Mr and Mrs A R Graham referred to as the
‘Management Company’

1 Definition

- 1.1 The ‘commencement date’ means the date of commencement of the holiday period or school letting.
- 1.2 The ‘departure date’ means the date of the end of the holiday period or school letting.
- 1.3 The ‘holiday period or school letting’ means the period from 1600 hrs on the commencement date until 10.00 hrs on the departure date unless otherwise stated by the management company.
- 1.4 The ‘holiday rental or school letting’ means the total rental due and payable for the ‘holiday period or school letting’ and exclusive of security deposit and other extras.
- 1.5 ‘You’ means the person booking the rental in accordance with these Conditions.

2 The Parties

As soon as you book this Property with the Management Company, you enter into a contract with the Management Company subject to these Conditions.

3 Nature of the Agreement

A licence under these Conditions is granted by the Management Company to you for the purpose of a holiday or school letting and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the holiday period or school letting ends.

4 Use

The licence under these Conditions is personal to you. You must not use the Property except for the purpose of a holiday during the holiday period or school letting, and not for a longer period. If you or any members of your party fails to vacate after the holiday period or school letting, the Management Company shall be entitled to charge you a fee proportionate to the holiday rental or school letting for the continued period of occupation.

5 Disabilities

- 5.1 The Management Company recognise their responsibility under the Disability Discrimination Act 1995 not to discriminate against disabled people in any way.
- 5.2 Because of the location, age and style of the Property, it is unsuitable for people with mobility difficulties. It is your responsibility to state when booking the nature of the disability of any member of your party.
- 5.3 Allergies: if you, or any in your party, suffer from an allergy of any description, you must inform the Management Company when booking. The Management Company cannot guarantee that the Property booked by you will be free from any substance which may cause an allergic reaction and, in particular, that a dog or cat has not stayed in the Property at some time in the past. The Management Company will not be liable for any symptoms you, or any member of your party, may suffer as a result of an allergic reaction.

6 Pets

- 6.1 No animal, bird or reptile is permitted in the Property except where the Property description allows you to have a dog or cat at the Property, and in no circumstances should the number of such pets be exceeded.
- 6.2 A fee of £20.00 is payable for each dog in respect of each week or part week of occupation.
- 6.3 No pet is allowed on the furniture or in a bedroom.
- 6.4 Pets must not be left alone at the Property at any time.
- 6.5 You are responsible for removing as much pet hair as possible from the Property on the departure date. Additional cleaning charges required to remove excess pet hairs will be charged to you.

7 Right to Occupy, Party Size and Late Arrival

- 7.1 As the person completing/confirming the booking you must certify that you are over 18 years of age and that at least one member of your party is over the age of 21 years. You must be a member of the occupying party and authorised to agree to the booking Conditions on behalf of all party members. You must also agree to take responsibility for all members of the party including any payment default or change in personal circumstances.
- 7.2 Changes to the party 'make-up' may incur additional charges.
- 7.3 Subsequent changes made to a booking will incur a fee of £20.00. The Management Company reserves the right to decline a booking. The use of the Property for the purposes of a Hen/Stag party is not permitted unless otherwise agreed by the Management Company.
- 7.4 The Management Company permits you and your party (but no more than the number of people stated) to occupy the Property for the holiday period/school letting if payment has been made in advance.

8 Booking and Payment

- 8.1 A booking is only accepted by the Management Company on the official booking form or by the supply of all required booking details via the website or direct email/letter.
- 8.2 A deposit of 25% of the total rental charge is required. This must be received within 5 days of booking the Property. A security/damage deposit of £500 is required at the time of full payment of rental. This will be refunded within 14 days of departure providing the terms and conditions of rental have been met.
- 8.3 The full amount of the rental, plus a security deposit of £500 is payable on booking if made 9 weeks or less prior to the commencement date. The Management Company reserves the right to cancel a booking without further notice if monies are not paid by the due date.
- 8.4 The holiday rental or school booking is per week unless otherwise stated.
- 8.5 When and where offered, Short Breaks constitute either a weekend break of three nights – Friday, Saturday and Sunday, or a Midweek Break of four nights – Monday, Tuesday, Wednesday and Thursday.
- 8.6 The Management Company reserves the right to adjust the prices quoted due to errors or omissions or changes in VAT rates.

9 Your Obligations

- 9.1 You must allow the Management Company to enter the Property to inspect the state of it and to carry out necessary works of maintenance or repair, at all reasonable times upon 24 hours prior notice in writing or, in the event of an emergency, at any time without notice, causing as little inconvenience to you as reasonably practicable and making good any damage caused to the Property and your property.
- 9.2 You must keep the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition and be responsible for repairing any damage caused by you during the holiday period or school letting. Beds should be stripped and linen put in bags provided, bins should be emptied. You are required to leave the Property, including equipment, in a clean and tidy condition after your stay. If the Property is left in an unreasonable condition, additional cleaning charges may be applicable.
- 9.3 You must not cause any damage to the walls, doors or windows of the Property.
- 9.4 You must not do anything that may reasonably be considered to cause a nuisance or annoyance to the Management Company or to any other occupier of adjoining or neighbouring premises.
- 9.5 You must not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium; ie failing to secure the Property when you go out.
- 9.6 You must comply with any rules or regulations applicable to the Property, full details of which will be made available to you, and any other regulations reasonably made from time to time after prior consultation with you and notified to you from time to time during the holiday period or school letting and ensure that they are observed by all members of your family or party.
- 9.7 You must be responsible for placing any rubbish from your stay in the correct bins and location for collection as per the Property's waste collection instructions. The Management Company reserves the right to pass on any charges resulting from the incorrect disposal of rubbish. You must dispose of any glass yourself.
- 9.8 The Management Company reserves the right to repossess the Property if excessive damage has been caused by you or a member of your party.

10 Security Deposit

A security deposit of £500 is payable at the time of full payment and in addition to the payment of the holiday/school group rental. See 8.2.

11 Holiday/School Letting Cancellation

For cancelled bookings, the Management Company will make the dates available and if re-let within 8 weeks prior to the initial dates, the tenant will receive a full refund less a £100 administration fee.

Charges relating to the number of days before the start date:

01 - 13 days: 100% (of the rental fees charged)

14 - 27 days: 75%

28 - 55 days: 60%

56 days or more: Deposit returned less £100 administration fee.

We do recommend our guests take out cancellation insurance for their booking.

12 Complaints

12.1 If you have a complaint in respect of the Property, you must report it to the Management Company within 24 hours of arrival to ensure sufficient time is allowed to investigate and/or take the necessary remedial action. No compensation will be offered if you deny the Management Company the opportunity to rectify matters during the holiday period/school letting.

12.2 The Management Company does not accept responsibility for work taking place outside the boundary of the Property, nor for noise or nuisance resulting from third party activity over which the Management Company has no control or prior knowledge.

13 Property Unavailable before Letting Period

In the event that the Property becomes unavailable for reasons beyond the control of the Management Company (eg Fire, Flood, Sale etc), the rental and any other sums paid by you will be refunded. You will have no other claim against the Management Company.

14 Early Termination

Your contract may be terminated before the end of the holiday period/school letting by the Management Company giving you notice only in the event of you being in material breach of the terms of these Conditions or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of termination, otherwise than by reason of your default, the Management Company shall return to you the appropriate proportion of the rental attributable to the then unexpired remainder of the holiday period/school letting.

15 Liability

15.1 The Management Company shall not be liable for any death or personal injury.

15.2 You must take all necessary steps to safeguard your personal property. No liability is accepted by the Management Company in respect of damage to, or loss of, such personal property.

15.3 The Management Company reserves the right to charge you a 'call-out' fee of £35.00 per hour to gain access to the property if keys are lost or mislaid outside normal working hours (this would be additional to the cost of replacement keys if the originals cannot be found).

15.4 Limitation of Liability: except in respect of death or personal injury, if the Management Company is found liable to you on any basis, the maximum amount the Management Company will have to pay you is the amount of the holiday rental/school letting. The Management Company shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Management Company, their servants or agents or otherwise) which arise out of or in connection with these Conditions.

15.5 Every effort is made to ensure all items of equipment described and supplied by the Management Company are in good working order; however, no guarantee is given or liability accepted if breakdowns occur before or during your holiday/school letting. Whilst the Management Company will endeavour to organise repairs or replacements as quickly as possible, delays inevitably do occur, particularly during the main season.

15.6 Nothing in these Conditions affects any liability for death or personal injury caused by the Management's negligence or for fraudulent misrepresentation, or your statutory rights as a consumer. It is important that parents/guardians take responsibility for assessing this space taking into account the age of the child.

16 No Smoking Policy

We have a No Smoking Policy. Smoking is NOT permitted within the Property.

17 Data Protection

The Management Company will only use any personal information provided by you for the purpose of making available and managing the Property.

18 Applicable Law and Jurisdiction

These Conditions shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.