

# **The Old Post Office, Rosedale Abbey**

## **Terms & Conditions of Hire**

1. The contract of hire shall be between the Holidaymaker and the Owner and is subject to the following Terms and Conditions.

In these Terms and Conditions;

- a. the owner: shall mean the owner of the property
  - b. the property: shall mean The Old Post Office, Rosedale Abbey, Pickering, YO18 8SA
  - c. the holidaymaker: shall mean the person signing the booking form
2. A deposit of 25% of the rental or full rental is required with the booking form except for Christmas and New Year weeks when a 40% deposit is required. 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 paid will be returned within 14 days. The Owner reserves the right to refuse a hire booking. If a booking is accepted, the Holidaymaker becomes liable for the balance of rent for the full period of the holiday, which must be paid eight weeks prior to the holiday. Nonpayment of the balance monies, when they become due, will constitute cancellation of the holiday and forfeiture of the deposit payment. When the balance of rent is paid, final details of the Property, with travel directions and key holder information will be forwarded. The website prices are to be paid by cheque or Bank transfer.
  3. Cancellation of the booking must be made in writing by the Holidaymaker. The effective date of the cancellation will be the date it is received by the Owner. If the cancellation date is more than eight weeks prior to commencement of the holiday, only the deposit will be forfeited. If the cancellation date is less than eight weeks prior to commencement of the holiday, the full rental charge will be incurred, unless the Owner is able to re-let the Property for the whole of the rental period. In the unlikely event that the Owner cancels a confirmed booking, all monies received will be returned and there will be no further liability to or by the Owner. The Holidaymaker is advised to take out their own holiday cancellation insurance cover.
  4. The period of hire shall be from 4pm on the day of arrival and the Property must be vacated by 10 am on the day of departure, unless otherwise stated or agreed in writing. If the Holidaymaker is unable to arrive at the Property by midday on the day following the hire start date the Holidaymaker must advise the Owner of the intended late arrival. Failure to arrive by midday on the day following the hire start date and failure in those circumstances to advise the Owner constitutes cancellation by the Holidaymaker.
  5. In no circumstances may the number of people occupying the Property exceed the number stated in the booking form (maximum of nine in total). The Owner reserves the right to refuse entry or terminate the hire without notice if this condition is not observed, or refuse to hand over the Property to any person who, in the Owners reasonable opinion, is not suitable to take charge. Rents will not be refunded. In such cases all liability of the Owner shall cease.
  6. The booking is made on the understanding that the Property is

available to the Holidaymaker on the dates stated. If for any reason beyond the Owner's control (e.g. fire, storm damage, illness) the Property is not available on the date booked the Owner will use his best endeavours to locate alternative accommodation for the Holidaymaker but cannot guarantee that such will be located and if such cannot be found or is not suitable for the Holidaymaker then all monies paid by the Holidaymaker shall be returned in full. The Owner shall not be liable for any loss, expense, inconvenience or otherwise resulting in such unavailability or unsuitability and the Holidaymaker shall have no claim against him. The Holidaymaker shall advise the Owner within seven days of alternative accommodation being located as to whether or not it is acceptable. If the alternative property is more expensive the Owner reserves the right to charge the difference in cost.

7. Submission of a signed booking form with deposit or full amount paid, including the breakage bond will be deemed to be an acceptance of these conditions and a confirmation of the details set out on the booking form. The person who signs the booking form warrants that he/she is authorised to agree to these terms and conditions and is acting on behalf of all persons including those substituted or who join the party at a later date. The person who signs the booking form is responsible for ensuring that all persons occupying the Property comply with the Terms and Conditions and in all respects. Any Property occupied is strictly on the basis that the accommodation is for holiday use only and that no right to remain in the Property after the end of the holiday period booked exists for the Holidaymaker or for any person or persons who occupy the Property. All persons will vacate the Property at the conclusion of the period of the holiday.
9. The hired Property shall be used solely for holiday purposes and the Holidaymaker shall not sub-let the Property, or any part of the Property, or any equipment from the Property.
10. Smoking is not permitted inside the Property, or in the small courtyard at the rear of the property, where gas bottles are stored. This includes e-cigarettes.
11. The Holidaymaker shall at all times maintain the Property and its contents in a clean and tidy condition and accept the Property as it is equipped at the commencement of hire. The Holidaymaker must check the Property and its contents immediately on arrival and notify the Owner or his representative immediately of any faults or damaged items. The Holidaymaker is expected to leave the holiday accommodation in the same state of cleanliness, general repair and the order in which it was found. An additional charge may be made if extra cleaning is required. The Holidaymaker shall be liable to the Owner for any loss, costs, expenses or claims arising from any damage caused to the Property and/or its contents by the deliberate or negligent act or omission of the Holidaymaker or of any person in his/her party. If, as a result of such damage, the Property or any of its contents need to be repaired or any of the contents need to be replaced then the Holidaymaker shall be responsible for paying the reasonable costs of doing so.
12. If in the unlikely event that the Holidaymaker, for any reason, is not satisfied with the accommodation, the Owner or his representative must be contacted so that the problem can be rectified immediately. Failure by the Holidaymaker to notify any complaint prior to departure will entitle the Owner to refuse to entertain the complaint, irrespective of its merits as it will be appreciated that it will then be impossible for the complaint to be effectively investigated. Under no circumstances will the Owner's liability

- exceed the rental paid for the Property.
13. Two sets of keys will be made available to The Holidaymaker during his stay. As such if the Holidaymaker locks himself out of the cottage there will be a fee of £30 payable for someone to come and let them back in. If a set of keys is lost a fee of £200 is payable to cover the cost of new locks to be fitted to all external doors and sets of keys which will need to be cut.
  14. No employee or representative of the Owner has any authority or right to modify any of these Terms and Conditions or to make any representation or undertake any liability on behalf of the Owner.
  15. The Holidaymaker shall allow the Owner, his representative or employees entry to the premises for all reasonable purposes having given notice where possible.
  16. Whilst the Owner has used his best endeavours to ensure accuracy of all information supplied and details of the Property is given in good faith, no warranty is given as to their accuracy and he does not accept responsibility or liability for any loss or damage resulting from information given or statements made whether orally or in writing.
  17. The Owner gives no guarantee or warranty as to the state or condition of the Property and will not be liable for any act, neglect or default on his part or any other person, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property which the Holidaymaker or any other person may suffer or incur. Although the Owner will use his best endeavors to fix any broken domestic appliances or other equipment/contents as soon as possible, the Holidaymaker acknowledges that due to the limited period of hire, it may not be possible to repair such items during the period of hire.
  18. The clauses of these Terms and Conditions shall operate on the basis that the Terms and Conditions and provisions contained within them shall be severable so as to have effect as separate and distinct rights, provisions and obligations independently of the others. In all cases where any part of these Terms and Conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or similar legislation, the unenforceable provision shall not affect the validity of the remaining portion of these Terms and Conditions, which remain in force as if the unenforceable provision had been eliminated.
  19. Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom, except in so far as it is competently varied or excluded and these conditions shall be read and construed accordingly.
  20. As there is no mobile signal in Rosedale, a landline telephone is provided, primarily for emergency use, however an Honest Box is provided for private calls and we would ask you to respect this trust.
  21. English Law shall apply to all contractual obligations arising out of these terms and conditions.
  22. These terms are valid as from 1st January 2015.