

Terms and Conditions

PLEASE READ THESE CONDITIONS FULLY, WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS.

1 Houghton Haus

The contract for a short – term holiday rental will be between **Houghton Haus** and the person making the booking and all members of the holiday party in the following conditions, the law of England, Wales and Scotland will govern the contract.

The contract of hire is not effective until the deposit for the rental period has been received by **Houghton Haus**. The contract will be subject to these booking conditions, and must be compiled with. The party leader must be 18 years of age at the time of booking and must stipulate their full name dob and permanent residence address also the number of people in the party and listing their ages.

2 Duration and times of Lettings

You should not arrive before 3pm on the commencement date, and vacate by 10am on the day of departure. Failure to do so could result in a charge for the additional day. It may be possible to arrange an earlier arrival or later departure time by prior arrangement with **Houghton Haus** depending on the circumstances for the dates requested (**Houghton Haus cannot guarantee to accommodate a request for arrival or departure changes each request is dealt with at the time**)

You must not use the property except for the purpose of a holiday during your booking period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or any other statutory security of tenure now or at the end of the booking period.

3 Booking Procedure

All applications to book **Houghton Haus** must be submitted either on line via our website, by email or by direct telephone enquiry. The amount of the booking fee shall be as follows.

Whilst we are prepared to consider requests for reservations of the property, the confirmation of availability is not a confirmation of your booking. **Houghton Haus** will confirm directly when the deposit of 25% is received which must be deposited at the time of booking. The confirmation of a booking shall not render **Houghton Haus** liable in the event that the property is unavailable for occupation during the period reserved and no contract will arise between **Houghton Haus** and the party making/ made the booking otherwise than in accordance with the following provisions of these terms and conditions.

4 Payment

All applications to book **Houghton Haus** must be submitted either on line via our website, by email or by direct telephone enquiry. The amount of the booking fee shall be as follows.

- a. All booking must have the full deposit of 25% of the total cost at the time of booking. Confirmation of your booking will be sent direct to you when the 25% deposit is received
- b. If the booking is made less than 6 weeks before the arrival date then the full amount must be paid at the time of booking and confirmation will be sent once the payment has been received.
- c. In the event that we decline a booking the full amount of the deposit / payment will be refunded direct back to you.
- d. The booking fee / deposit will be retained by **Houghton Haus** full payment must be made 4 weeks prior to the commencement date of the booking. Failure to complete the full payment may result in your booking being cancelled and the 25% deposit forfeited.

5 Failure to Pay

Non-payment of the sum payable under clause 4 by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client.

6 Cancellation

ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONEL HOLIDAY CANCELLATION INSURANCE

Any request to cancel a booking must be made in writing to **Houghton Haus** via email or hand post. You shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of cancellation. We will use our reasonable endeavours to re-let the property in respect of the cancellation period if we are successful in re-letting for the period you have cancelled; we would refund all monies related to your booking minus £25 per day to cover all expenses.

7 Charges

Houghton Haus reserve the right to amend the price quoted in a brochure or displayed on the website due to errors or omissions. In such circumstances we will alert you to any changes to the price. If after being informed of a change in price you decide not to pay any increased fee **Houghton Haus will make a full refund.**

8 Changes to Bookings

Houghton Haus will consider any request to change dates after a booking confirmation has been issued. We reserve the right to charge an administration fee of £25 in the event a change of booking is made.

9 Occupancy and use of the Property

Under no circumstance may more than the maximum number of persons stated in the brochure and the web site or agreed in writing with **Houghton Haus** occupy the property. We reserve the right to refuse admittance if this condition is not observed. If your party is more than 8 please contact **Houghton Haus** giving us at least 4 weeks' notice and will strive to make the arrangements to accommodate the request.

10 Care of the Property

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of your rental period as at the beginning. You must not use the property for any dangerous, offensive, noxious, noisy or immoral activity or carry on any act that may cause a nuisance or annoyance to the other neighbouring properties. We request noise be kept to a minimum between the hours of 11pm through 7am.

(SMOKING IS NOT ALLOWED IN ANY PART OF **HOUGHTON HAUS**)

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11 Damage and Damage Deposit

Booking of **Houghton Haus** requires a damage deposit of £100 you will be required to make this payment by bank transfer or PayPal before your arrival. This amount is fully refundable within 4 weeks of your departure, providing the property is left clean and tidy, that there have been no breakages, extra cleaning required or any extra people found to be staying at the property. In the event that you or any one of your party staying at the property during your reservation causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during your reservation period you will be notified in writing of the details of any extra cost incurred within 14 days of departure. This amount will be deducted for the damage deposit and any remaining balance will be refunded or requested to be paid.

12 Liability

This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to you in respect of any breach of these terms and conditions ; any use made by you or any third party residing or making use of the property during your period of reservation and any representation , statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of us for death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

We shall not be liable for loss of profits; loss of use of the property or any special, indirect, consequential or pure economic loss, cost, damages, charges or expenses in respect of the reservation.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement.

Any vehicle of your or personal property of yours or any third-party making use of the property during the period of your reservation is left at the property entirely at the risk of the owner of the personal property or vehicle.

13 Force Majeure

In these terms and conditions “Force Majeure” means any circumstances beyond or reasonable control including, without limitation, an act of God, Fire, flood, War or acts of Terrorism. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund to you all fees, charges and any other deposit paid in advance by you. We will not be liable for any other claims for loss or damage by you.

14 General

- (a) In the event of any conflict between these booking conditions and any other contents of any brochure or website, these conditions shall prevail.
- (b) These terms and conditions are the basis of a contract between you and us and shall be subject interpretation in accordance with the law of England, Wales and Scotland and the courts of England, Wales and Scotland shall have exclusive jurisdiction to hear any claim arising from such contract.
- (c) Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.
- (d) Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.

1. To behave in such a manner as not to disrupt the enjoyment of others or prejudice the reputation of the owner of the property.
2. Your holiday or that of any third party residing or making use of the property during the period of your reservation in breach of this clause may be terminated immediately and without compensation or any further obligation. Any damage to facilities arising out of misuse or as a result of negligence and/or failure to follow the instructions herein will be chargeable to you. any further obligation.
3. When the wood burner is lit please ensure children are not allowed to touch any part of the log burner. Ensure the door of the log burner is closed at all times other than replenishing the log to burn. Only burn the logs / wood provided at the property and do not burn any other materials, when retiring for the evening check that the door of the log burner is closed
The use of candles inside or outside **Houghton Haus** is strictly prohibited.

15 Regulations and Conditions Regarding Pets

You agree:

- 1 Not to allow any pet upstairs (a stair gate is available).
- 2 Never leave any pet unattended in the property or garden.
- 3 To keep dogs on a lead when outside.
- 4 Not to allow any pet on the furniture.
- 5 All pet bedding towels for drying a pet must be provided by the owner of the pet.
- 6 All dog mess in the garden must be picked up immediately and disposed in the appropriate dog bins in the village.

16 Security

Houghton Haus will ensure that:

- 1 Personal data is only used for the legitimate interests of **Houghton Haus** and does not unduly prejudice the rights and freedoms of the individual in question.
- 2 Personal data will be processed fairly and lawfully in accordance with the Data Protection Act.
- 3 We will not process “sensitive” personal data without prior consent from the member.
- 4 Access will be granted to computerised personal data in the form of a computerised “printout”, and to manual personal data at its discretion.
- 5 Personal data will be kept only for so long as is necessary for the specified purpose.

17 Disclaimer

Please be forewarned that it is possible to catch computer viruses by accessing a web page or by downloading or running an infected program whilst **Houghton Haus** has taken steps to ensure that the pages on the web site are free from infection, such is the nature of the internet that no assurance can be given that the pages on the web site are indeed free from infection. It is a condition of us allowing you free access that **Houghton Haus** will not be liable for any loss or damage suffered by any person accessing our web site or any third party resulting directly from the transmission of a computer virus resulting from accessing our web site.

The information available on the web site may be incomplete, out of date or incorrect. It is therefore essential that you verify all such information with us when booking before taking any action in reliance upon it. It is a condition of us allowing you free access to the material on the web site that you accept that we will not be liable for any action you take in reliance on the information on the web site.



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