

Terms & Conditions for renting an individual apartment at 'Fernhurst Holiday Apartments' as a Holiday Let

Acceptance of both the T&Cs and the associated Policy document is a requirement for the booking to proceed. The Lead Guest is responsible for making sure that anyone staying at or visiting the premises is fully aware of the T&Cs and for ensuring that they abide by them. This is a Holiday Let and as such is deemed as an "excluded tenancy" under The Housing Act 1988. Guests/renters are entitled to occupy the property only for the dates agreed in writing. Acceptance of these T&Cs confirms that guests/renters understand that no Assured Shorthold Tenancy is being formed, and no Periodic Tenancy will start at the end of the letting period. In these terms and conditions, 'you' and 'your' means all people named on the booking form and in the holiday party. 'We', 'us' and 'our' means 'Fernhurst Property Ltd', the owners of 'Fernhurst Holiday Apartments'. When you book an Apartment at 'Fernhurst Holiday Apartments', you are entering directly into a contract with the owners of the property. Reservations whether made by telephone, in person, in writing, from the internet are accepted by us on the following conditions.

1. CONTRACT OF HIRE - The hiring contract will be between you the Hirer and us the Owners of the property for which the booking is made and shall be deemed to be made subject to these Conditions of Hire and governed by English Law. The Contract of Hire is not effective until we dispatch to the Hirer a written Booking Confirmation Email. This Booking Confirmation Email is our acceptance of your booking and the point at which a binding contract with the property owner will begin. The contract is for the hire of the property for holiday purposes only.

2. NO SMOKING - This is a NO SMOKING property. Visitors may not smoke anywhere inside the house. Cigarette ends must not be left discarded anywhere in the grounds.

3. NO PETS ARE PERMITTED ON THE PROPERTY

4. THE LEAD GUEST must be a responsible adult over the age of 21 and a member of the party occupying the property. The information they supply on the booking form / at the time of booking, must be accurate to the best of their knowledge as it will form the basis of the rental agreement. Details provided must include the Lead Guest's name, permanent address, date of birth, and names of all guests who will be staying (including the ages of any children,). The lead name agrees to take responsibility for all members of the party. We reserve the right to refuse or revoke any bookings from parties that may in our opinion (and at our sole discretion) be unsuitable for our property. Any deliberately inaccurate, misleading or incomplete information provided may lead to forfeiture of deposit and/or rental money, and cancellation of the booking. Once the booking form and required initial payment are received, the Owner will issue the Lead Guest with a booking summary showing the inclusive dates, rental amount charged any Notes, and Terms and Conditions. A payment schedule, where applicable, will also be provided. Payment of deposit and/or other rental monies denote an acceptance of these Terms and Conditions by the guest. On receipt of the agreed full

payment for the rental and the security deposit, the Owner will provide the Lead Guest with further information about the property, including full address, directions and arrangements for keys. The Owner reserves the right to give written notice of cancellation of reservations due to any unforeseen circumstances. No financial liability for cancellation, beyond the amount paid to the owner, is accepted

5. YOUR RESPONSIBILITIES - For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. The property must be vacated by 10.00am on the day of departure. This is a non-smoking property and pets are not allowed.

6. RENTAL PAYMENT – When booking direct, a minimum 25% of the total rental fee should be paid to secure the booking. The final balance is due 4 weeks before the rental (unless an alternative payment schedule has been agreed by the owner in writing). Failure to meet this payment schedule may result in the booking being lost. If the booking is made within 4 weeks of the holiday commencement date, the full accommodation rental will be required at the time of booking. All payments can be paid via a secure link. On receipt of the initial payment and completed Booking Form a Booking Confirmation Email will be sent. When booking via a 3rd party agent a different payment schedule may be required by them which must be followed. Please be aware that agents may also charge you additional booking or administration fees.

7. CANCELLATION BY CLIENT - For direct bookings, the day we receive your notice to cancel is the date on which we will cancel your booking. Where you cancel the booking (irrespective of the reason for cancellation) a cancellation charge will be due in respect of our lost costs as follows:

Number of days before the start date of your holiday that we receive your notice to cancel

Cancellation charge

More than 4 weeks - Full Deposit

Less than 4 weeks - Total cost

We will endeavour to find a replacement guest for your booking. Should one be found for the same period at the same rate, we would refund the balance of any amount you have paid less our administration fee £50.00

For bookings via a 3rd party agent, any cancellation is according to the published cancellation policy relating to our property on their website. Any booking charges made by a 3rd party agent according to their T&Cs may not be refundable.

We strongly recommend that you have adequate insurance in place to cover yourself for cancellation. We cannot be held liable for any cancellation costs incurred by you in the event of you having to cancel your holiday with us.

8. CONFIRMATION OF BOOKING - Once we have issued a Confirmation of Booking, the Hirer is responsible for the total quoted price of the property. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking.

9. DAMAGE - All damages and breakages are the legal responsibility of you, the Hirer, and should be notified to us or our representative before the end of your holiday. The cost of damage or breakages shall not be limited to the amount of any security deposit. This shall be payable on demand. Normally, minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, we reserve the right to charge you for any additional costs incurred as a consequence and may, at our discretion, refuse further bookings. Should you find on arrival any damaged or non-working items, they must be reported to us or our representative immediately, so that matters can be rectified.

We have the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). Any Damages/Security Deposits charged by us will be cashed on receipt to allow for bank clearance and reimbursed promptly after the holiday (less any penalties which may be incurred). We reserve the right to repossess the Holiday Home at any time, where you or any member of your party has caused damage. We shall not be liable to make a refund of any remaining portion of the hire terms paid.

10. AMENITIES - The use of accommodation and amenities is entirely at the users' risk, and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings.

11. PARTY NUMBERS - In no circumstances may more than the maximum number of persons as stated in the details occupy a property. Owners reserve the right to refuse admittance if this condition is not observed. Only those listed on the booking may occupy the premises. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 21 years and a member of the party occupying the property. We do not accept same sex bookings.

12. LITERATURE – We aim to make sure that the information provided is presented accurately on our website and in other promotional literature, links or material we produce and provide. There may occasionally be small differences between the actual property and its description. This is usually because we are always aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practicable after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website or

advertised elsewhere. We make reasonable efforts to make sure that information we give you about the property and its facilities or services, is accurate and complete on the date given.

13. LEGAL - In the event of any dispute between parties it shall be governed by the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is located unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable endeavours will be used to resolve the dispute arising between you and us without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination. In default of such agreement, the process and appointment of the independent professional will be determined by the President for the time being of the Law Society or the Chartered Institute of Arbitrators. In either case, all parties will contribute equally to the expense of such a process, and, in default these expenses shall be capable of being recovered in any subsequent litigation.

14. AVAILABILITY - The Hiring Contract is made on the understanding that the property and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of us the Owners, then we may be forced to cancel the booking. The Hirer will be advised as early as possible and the Hirer will be refunded all monies due. The Hirer will not as a result have any further claims against us the Owners. Please note that reservation requests taken via our website are not confirmed bookings until you receive our Booking Confirmation email. These Booking Conditions supersede all previous issues.

15. COMPLAINT PROCEDURE - If you are dissatisfied, we or the key holder must be notified immediately, so that investigations can be carried out and any necessary action taken. All complaints must be notified to us immediately so that we can investigate the circumstances, and take any necessary action. In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied the Owners / key holder the opportunity to try to put matters right during the Hirer's stay.

16. DATA PROTECTION - You accept that your personal details be kept by us and only us to contact you via email for marketing purposes. Your personal details will not be given to any third parties. After your holiday, if you do not wish your details to be held by us please let us know and we will delete them.

17. THE OWNER UNDERTAKES TO - Communicate with the client before their stay, providing information, directions to the property and arrangements for collection of the keys.

Ensure that the house is adequately cleaned prior to the renters' stay.

Provide bed linen and towels for all guests

Provide electricity, gas, water and internet during the renters' stay.

Ensure that annual gas safety, electrical safety and PAT testing are carried out and that smoke & carbon monoxide alarms are regularly tested.

Provide all facilities as advertised, to the best of their ability.

Act in a timely manner in an effort to replace or repair any defects in the property or equipment. (While every effort will be made, a solution may not always be possible during the Renters' stay.)

The Owner shall not be liable to the renter:

For any temporary stoppage in the supply of public services to the property.

For any loss, damage or injury which may result from adverse weather conditions or any other matters outside the control of the Owner.

For any loss or damage or inconvenience suffered by the client if the property is destroyed or substantially damaged before the start of the rental period. No financial liability for cancellation, beyond the amount paid for the booking, is accepted by the Owner.

18. THE RENTERS AGREE TO THE FOLLOWING:

18.1 Check-in and Check-out- Check-in time is after 3pm on arrival day and Check-out is by 10am on the day of departure. No early check-in or late checkout is permitted unless by prior arrangement and at the discretion of the owner. Housekeepers will be granted access at 10am on the morning of checkout.

18.2 Additional visitors and sub-letting- Only the visitors whose names have been registered in the booking form / contract are permitted to stay at the property during the rental. Additional guests may only stay with the express written permission of the Owner and a charge per additional person per night may be levied. No additional people may camp or stay in a caravan/motor-home on the grounds without the prior agreement of the Owner. The client may under no circumstances re-let or sublet the property, including free of charge.

18.3 Care of the property- The renters agree to be considerate guests and abide by the house rules and to take good care of the property and its contents. This will include:

To be sparing with the utilities provided by turning electrical items and taps off when not required, particularly at night and when leaving the house empty.

Not to cause excessive noise or nuisance to the neighbours – no noise outside after 10pm.

To report any damages caused and to replace like with like.

To be mindful of fire safety at all times by proper use of cookers and by not leaving any naked flames unattended.

To return all furniture and other items to the locations from which they were moved.

To follow instructions regarding rubbish disposal, food waste and recycling

To leave the apartment and grounds and common areas tidy and free of excessive mess or dirt.

Not to undertake any illegal activity on or near the property, or any actions which may damage the reputation of the property or its owners.

18.4 Defects - The Renter will, without delay, report to the Owner or his Manager any defects to the property or any breakdown of equipment/appliances within the property.

18.5 Injury or Loss - "Fernhurst Property Ltd" cannot be held responsible for any personal injury, loss or damage to personal effects howsoever arising at the accommodation. Neither "Fernhurst Property Ltd", its agents or representatives, can be held responsible for any circumstances beyond our control including, but not limited to, Force Majeure, mechanical breakdown, illness, or failure of any public service supply. "Fernhurst Property Ltd" will not be held responsible for any death or personal injury incurred during any stay at the property save insofar as the same arose through any act or omission by "Fernhurst Property Ltd", its agents or representatives.

19. Coronavirus (Covid-19) - Should we be forced to close due to government restrictions or you are prevented from using your booking due to a local lockdown (Note this only applies to the address given on the booking at the time of booking being put in a lockdown) and when the travel restriction coincides with the period of your holiday,

We will either:

1. Agree and honour to move your booking to any future date, the cost of your amended booking will be adjusted in line with the increase/decrease of the price listed on our website. There will be no amendment fee charged,

or: 2. Offer you a full refund.

Please note that our Policy does NOT cover you for being unable to travel because you or a member of your party fall ill with Corona Virus, have to self-isolate or Quarantine. There are travel insurance policies that will cover this.

<https://www.fernhurst-apartments.co.uk/>

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