

# **Terms and conditions for Ashdene holiday home.**

## **1 Agreement**

1.1 The making of a booking (unless cancelled within 7 working days of receipt of the booking invoice) will form an agreement to these Terms and Conditions between the Visitor and the Ashdene management.

1.2 The Ashdene management permit the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these terms and conditions.

## **2 Price Changes**

2.1 The confirmation invoice will show the holiday price at the time of booking. The price is increased during a pricing review which will take place in January each year.

## **3 Booking and Payment Terms**

3.1 A booking deposit of one third of the total rental amount is payable on booking and then becomes a provisional booking until the full balance is paid. The booking is not secured until the deposit has been received. The balance of the rental is payable 8 weeks prior to arrival.

3.2 For booking made less than 8 weeks in advance, the total amount is payable in full on booking..

3.4 All payments can only be accepted in Pounds Sterling and, except where payment is made by credit card, a credit card charge applies for payments made using Visa or MasterCard of 2.5% on the total booking value.

## **4 Cancellation**

4.1 If a visitor wishes to cancel a booking it must give us notice in writing as soon as possible. The booking deposit is non-refundable. On receipt of the written cancellation we will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £100.00 (one hundred pounds) to cover office administration.

4.2 If, following a booking, the full balance is not paid on time we will notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by us then it may cancel the holiday booking.

## **5 Our right to Refuse/Alter**

5.1 We may, at our discretion, refuse any booking.

5.2 We may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) due to circumstances beyond the reasonable control of the Ashdene management; or (b) to perform or complete essential remedial or refurbishment works.

5.3 If a booking is altered or cancelled by us to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative booking. If we cannot offer such an alternative or the Visitor does not accept the alternative offered, The Ashdene management will return to the Visitor the relevant proportion of the money paid by the Visitor to The Ashdene management in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

## **6 Maximum Numbers of Visitors**

Occupation must be limited to the maximum number of persons for the accommodation which is currently 12 persons. In circumstances where a lesser number of persons has been agreed at the time of booking then the agreed limit applies. Changes to this limit may only occur following consultation and agreement with Ashdene management. We can provide additional beds for any extra visitors charged at £100 per person per duration of the stay.

## **7 Services**

7.1. The holiday price will include all charges for water, gas or electricity Visitors must comply with the instructions found in the welcome pack in the Accommodation regarding the appropriate fuel for use on open fires or stoves within the Accommodation. Any damage caused by using inappropriate fuel or operation of appliances will be charged to the Visitor.

7.2. Towels are not provided.

## **8 Liability and Loss of Visitor Property**

8.1 Any Visitor's property found at the Accommodation or on our property will be subject to our lost property policy. Lost property will normally be disposed of if it is not collected within 6 months we may charge a reasonable administration fee to cover the costs of storage and handling of lost property.

8.2 The Ashdene management will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors.

## **9 Pets**

9.1 Pets can stay in the premises at our discretion and with prior arrangement and written notification from us. Dogs must be at least 24 months old to stay in the cottage. A charge of £50 per stay will be made for each dog. No other domestic pets will be accepted.

9.2. Dog owners will be expected to clean all dog fouling from the grounds of Ashdene. Failure to do so will result in a significant fee to be taken from the breakages and cleaning deposit.

9.3. Guide dogs for the registered blind, registered hearing dogs for profoundly deaf people and assistance dogs for registered disabled are permitted in the accommodation with no restrictions or charges following agreement with Ashdene management.

## **10 Ashdene Management Right of Entry**

The Ashdene management and our contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

## **11 Visitor Obligations**

11.1 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

11.2 The Visitor agrees to keep the Accommodation and its contents in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted). Breakages and damage must be reported as soon as possible.

11.3 The Visitor must allow us and/or our agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

11.4 The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to any neighbours.

11.5 The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.

11.6 Smoking is not permitted by law in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation. Smoking is permitted on the balcony area or outside the property.

## **12 Property Cleanliness**

12.1. The Visitor agrees to ensure that the Accommodation is left reasonably clean and tidy. The Visitor agrees to pay a reasonable charge to cover the expense of additional, unusual cleaning required because the Visitor fails to comply with this Clause. In short THE PROPERTY MUST BE LEFT IN THE CONDITION THAT IT WAS WHEN SUPPLIED TO THE VISITOR.

12.2. In particular, The Visitor is responsible for the removal of any rubbish from the garden (**including cigarette ends**), entertainment rooms and the pool area. If used, the barbeque must be cleaned after use. A charge will be made to the breakages and cleaning deposit if this is not adhered to.

## **13 Family Occupation**

13.1 The Accommodation shall be for family use only, not for youth groups or other groups or student parties. Sleeping in tents or motor vehicles adjacent to the Accommodation is not permitted.

13.2 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

13.3 The maximum or agreed occupancy of the Accommodation shall not be exceeded and persons not listed on the booking form are not authorised to stay at Ashdene without 24 hours approval with Ashdene management. If the Visitor wishes to hold any function or celebrations exceeding this limit it must first obtain the written permission of us. If permission is granted, an additional charge will be made.

## **14 Arrival and Departure Times**

14.1 The Visitor and his or her party must arrive after 4:00pm on the first day of the holiday period and depart before 10:00am on the last day of the holiday period. Any stay that extends over this period will be subject to a charge being made for additional days.

14.2 The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

## **15 Right to Evict**

The Ashdene management may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

15.1 this is deemed necessary by us where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or

15.2 any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

## **16. Swimming Pool & Hot Tub**

16.1 The Ashdene management accept no liability for injury or damages caused in the use of this pool. Please obey the pool instructions and warning signs found around the pool. Diving is not permitted.

16.1. No food, cans, bottles, glass, sharp objects, oils, candles or combustible materials of any kind are to be taken into the pool area.

16.3. Interference with pool equipment and entrance to the pumping room is not permitted.

16.4. Care must be taken in the use of the pool cover. Damage to the cover will be chargeable. The cover must be carefully replaced after each swim.

16.5. The rules on the hot tub sign in the pool area must be adhered to.

## **17 Returnable Breakages and Cleaning Deposit**

17.1. A returnable deposit separate to the booking costs will be required to be paid and bank cleared a minimum of 1 week before arrival. This deposit will be held until an inspection of the property and it's contents have been completed on or following departure of the Visitor from Ashdene. Payment will normally be returned by BACS to the booking parties bank account.

17.2. Any damage to the pool equipment, games room equipment, cinema room equipment or structure or fabric of the building will incur an instant loss of the breakages and cleaning deposit.

**Please sign below to agree to these terms and conditions.**

Signed: \_\_\_\_\_ the visitor (Adult over 18 years only)

Print name: \_\_\_\_\_ Date of Birth\* \_\_\_ / \_\_\_ / \_\_\_\_\_

Date: \_\_\_\_\_

\* Proof of age (over 18 years) required (for our younger guests).