

The Neptune Cottage Self Catering Holiday Letting Agreement & Terms & Conditions of Booking

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Holiday Letting Agreement

Bookings are made and accepted only on the following conditions:

1. This agreement is made on the basis that the property is to be occupied by the holidaymakers for a holiday as mentioned in The Housing Act 1988 Schedule 1. Paragraph 9 and the holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
2. The person making the booking must be at least 21 years old at the time of booking. The Applicant (Lead Guest) is responsible for ensuring all members of the party have read and agrees to the Terms and Conditions and has obtained their authorization to book the Accommodation on their behalf. The Applicant is responsible for making all payments due.
3. If a booking is made more than 6 weeks before the start of your rental a non-refundable deposit of 30% of the cost is payable when you make your booking. Once a booking is confirmed the Guest is responsible for the full balance of the cost of the holiday including security deposit. The balance is payable six weeks before your arrival. If you book within 6 weeks of arrival full payment must be made with the booking.
4. Payment can be made by credit or debit card, cheque or directly into our Bank Account. We reserve the right to pass on any bank charges or other costs if payment is made in a foreign currency.
5. If we do not accept your booking for any reason we will advise you in writing and will return any money you have paid us as soon as is reasonably possible.
6. The Applicant must check the details of the Booking Confirmation carefully and inform us of any mistakes or changes. The full price of the Accommodation will be shown including VAT. If VAT rates change we reserve the right to amend the price accordingly. Most communication will be by email and the Applicant is responsible for checking their emails on a regular basis as well as informing us of any changes to their email address.
7. The owners reserve the right to attempt to re-let any holiday where the monies due are more than 14 Days in arrears whereupon any monies paid by the guest over and above the Deposit fee will be refunded. However if we are unable to re-let the holiday the Guest will remain liable for the outstanding cost of the holiday.

CANCELLATIONS BY YOU (LEAD GUEST)

You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect for the date received by us. Cancellations at any time are subject to a minimum cancellation fee of 30% of Holiday Price.

If the accommodation is re-let we will re-imburse the rental cost minus any expenses incurred. Unfortunately if the accommodation is not re-let the following cancellation charges apply:

Between 0 -6 weeks prior to arrival date -100% of Full Cost

Between 6-8 weeks prior to arrival date – 75% of Full Cost

Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday we strongly recommend that cancellation insurance be taken out. This can cost as little as £8.50; details can be found at cancellationplan.com or from many other insurance companies and brokers. A suitable insurance policy can cover your booking costs and has a lot of other benefits if you need to cancel your holiday.

CANCELLATION BY OWNER

Whilst the Owner does not expect to have to cancel or make any changes to your booking once it has been confirmed they reserve the right to do so if the property is unavailable for any reason. However occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes will be minor and we will advise you as soon as they may be applicable. If we are forced to cancel the property rental because of unforeseen circumstances (Fire, flood etc.) you will receive a full refund of any monies paid to us. As above please note we are not liable for any consequential loss or incidental expenditure resulting from cancellation.

LIABILITY

The Owner's liability to you in respect of any loss or damage you suffer in connection with the Contract is limited to those losses which are a reasonably foreseeable consequence of the Owner's breach or failure to perform.

The Owner will not be liable or responsible for any failure to perform or delay in performance of any of our obligations to you that is caused by events outside our reasonable control.

It is the responsibility of the guest to ensure that their personal possessions are insured, We cannot accept liability for theft of, loss of or damage to personal possessions.

YOUR HOLIDAY RENTAL

Only the named guests are permitted to stay in the property. You and your party must not exceed the numbers of sleeping places without informing the Owners. Exceeding this number is a breach of contract upon which the Owner has a right to terminate the booking and retain all monies paid. The Owners have a right at all times to refuse access to the property for people who are not members of the party.

The property must not be used for any other purpose except private holiday accommodation.

RENTAL PERIOD

Time is needed to prepare the accommodation so the earliest arrival time is 4.00pm. If you wish to arrive before this time it must be agreed with the Owners beforehand. It is helpful for us to know a rough arrival time so we can make sure everything is ready for you.

If you do not arrive by noon on the day after your arrival date and fail to let us know of your late arrival we may treat your booking as a cancellation and cancellation charges shall apply.

Departure Day – departure time is 10.30am at the latest. If there are no arrivals we may be able to be flexible but any changes to this time must be agreed with the Owners beforehand.

COMPLAINTS

In the event of their being cause for complaint, the matter should be taken up immediately with the Owners. It is important that this is done whilst you are still at the Property so that an on the spot investigation can be made and remedial action taken if required.

In no circumstances will compensation be considered for complaints raised after the holiday has ended when the Guests have denied the Owners the opportunity of investigating the complaint and endeavoring to remedy matters during the holiday.

OCCUPATION OF THE PROPERTY

The Guest agrees with the Owners as follows:

1. The guests shall keep the Property and all fixtures fittings and effects in or on the Property in the same state of repair as at the commencement of the holiday and shall leave the Property in the same state of cleanliness and general order in which it was found. The Guests must report and pay to the Owners the cost of any damage or breakages made during their holiday occupancy. The Owners reserve the right to make a charge where guests have contravened the Owners request for the Property to be smoke free.
2. There is no smoking permitted inside the Property.
3. There are no pets allowed inside the Property.
4. Not to affix any poster or placard to the interior or exterior of the Property.
5. Not to remove any of the furniture from its present position.
6. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
7. Not to use the Property for any illegal or immoral purposes.
8. Not to play or permit to be played in or on the Property any musical instrument or sound production equipment between 11.00pm and 8.30am or so as to be audible outside the premises.
9. To permit the Owners or their agents access to the Property to deal with any maintenance or security issues.