

MORETON COTTAGE

RENTAL AGREEMENT & TERMS & CONDITIONS

By booking and paying the initial deposit, the person making this booking, “the Guest” accepts these terms and conditions on behalf of, and applying to, all member of the party staying at the property. The Guest undertakes to ensure that all members of the party occupying the Property are aware of these terms and conditions and that they apply equally to all members of the party. The Guest undertakes responsibility on behalf of all members of the party.

In this agreement “the Owner” is Drunken Sailor Holidays Ltd, and “the Property” is Moreton Cottage, 7 East Street, Moreton in Marsh, Gloucestershire, GL56 0LQ.

1. The number of people occupying the property (including the Guest) is limited to 4 at any time without the prior consent of the Owner.
2. Children under the age of 5 years old shall not be permitted at the property without the prior consent of the Owner - this is for health & safety reasons due to steep and unprotected stairs.
3. Pets are not permitted at the property under any circumstances. Assistance animals are accepted and must be previously notified to the Owner.
4. Moreton Cottage is a no smoking property. The Guest will ensure that no smoking takes place anywhere inside the Property (including in doorway and windows). Smoking is permitted in the rear garden provided that all ash/ cigarette ends are cleared up. Where evidence of smoking inside the property is found a deduction of £80 from the Guest’s damage deposit will be taken by the Owner, for deep cleaning/ deodorising and to cover any additional cleaning costs.
5. The Guest must pay 50% of the rental price together with a damage deposit at the time of booking with the remaining balance paid at least 60 days (“Due Date”) prior to the check in date. If the booking is made within 60 days of the check in date, the Guest must pay the full rental amount and the damage deposit at the time of booking.
6. If the Guest needs to cancel their booking and they notify the Owner via email to info@moretoncottage.co.uk of their intention to cancel at least 60 days before their check in date, they will be refunded both their damage deposit and their rental fee less a £25 administration fee to cover credit card/ bank charges etc.
7. If the Guest needs to cancel their booking and they notify the Owner via email to info@moretoncottage.co.uk within 60 days of their check in date, they will be refunded their damage deposit only. Any rental payment made will not be refunded unless the Owner is able to re-let the property for the dates the Guest originally booked. Where the Owner is able to re-let the property, the Owner will return the Guest’s rental fee within 14 days of the check out date less a £25 administration fee to cover credit card/ bank charges etc.
8. Failure to pay any balance of rental payment by the Due Date will result in the Owner treating the non payment as cancellation of the booking in accordance with paragraph 7 above and the rental deposit will be retained and the damage deposit refunded within 14 days. No reminders will be sent by the Owner other than the initial confirmation of booking email which will state the Due Date.
9. The damage deposit will be returned to the Guest minus the cost of any damage to the Property or its contents within 14 days of the check out date.

10. Should the Property, subsequent to booking, become unavailable through any cause, the Guest accepts that the Owner's liability is limited to the amount of any rent paid.
11. The Guest accepts that the responsibility for personal property of the Guest and all occupants of the property is solely theirs. All personal items left inside the property are the responsibility of the Guest, and the Owner can not be held liable for any loss, theft or damage to these items. All vehicles are also left entirely at the Guest's risk.
12. The Guests agree to absolve the Owner of liability for any accidents, mishaps, or damage to persons or property whilst on the premises or whilst engaged in any activity therein, or from any injury or illness arising from any causes whatsoever.
13. The Guest agrees to use the Property solely for its intended purpose as a self-contained holiday property, and to accept the Owner's right to refuse to permit access to the Property to any person deemed unsuitable to take charge. Causing a nuisance or disturbance to neighbours or other guests or unreasonable behaviour may result in the Owner requiring the Guest and/ or the Guest's party to leave. In such circumstances, no refund of rental payments will be made.
14. The Guest agrees to allow the Owner or agents access to the Property at all reasonable times. We will only request access to the Property in case of an emergency (eg. water leak) or to carry out essential maintenance or repairs.
15. The Guest must respect and look after the Property during their stay and take all reasonable steps to prevent damage to the Property or its contents. The Guest must leave the Property clean and tidy. The Guest will let the Owner know of any damage or breakage caused to the Property or its contents to allow repair and/ or replacement of items before the Owner's next guests arrive. The Owner reserves the right to deduct the cost of any damages from the Guest's damage deposit, or to charge for additional cleaning where this is necessary due to the Property being left in an excessively dirty or untidy condition.
16. Where damage caused to the Property or its contents exceeds the value of the damage deposit, the Guest agrees to pay on production of invoice(s)/ receipts from the Owner the difference between the damage deposit and the cost of repairs within 14 days of any such repairs/ replacement being completed.
17. The Guest must vacate the Property by 10am on the check out date in order to give our cleaners sufficient time to clean and service the Property for our next guests. Guests who fail to leave the property prior to the check out time will incur a late stay penalty charge equivalent to one full day's rental fee for any overstay within the first 24 hours of the check out time. Guests who remain resident in the Property for longer than 24 hours of the original check out time will incur a charge of £200 for each day until they vacate the Property.
18. Guests may check in/ arrive at the Property from 4pm onwards on the check-in date. Guests will not arrive at the property earlier than the check in time.
19. All portable electrical appliances inside the Property have been tested and approved within the terms of the Fire Assessment Regulations. As the use of the Guest's own personal electrical equipment is out of the Owner's control, it must be used at the Guest's own risk.
20. The Owner will provide travel directions and detailed information to the Guest on how to access the property at least 7 days before the check in date. This information will be provided via email to the address provided by the Guest when booking the Property.
21. The Guest will be provided with a detailed inventory of the Owner's appliances, other items and furnishings present at the Property. The inventory will also detail any known damage or defects to the Property or its contents. This will be emailed to the Guest at least 7 days before the check in date. The Guest agrees to notify the Owner of any additional defects or inaccuracies at the start of the rental period.
22. The Guest acknowledges and agrees that the Property is let as holiday accommodation within the meaning of Schedule 1, paragraph 9 of the Housing Act 1998 and that the Guest and party have no security of tenure.
23. The Guest acknowledges and agrees that as a Holiday Let, this Agreement is an excluded agreement for the purpose of the Protection from Eviction Act (1977).
24. The Property Owner reserves the right to cancel the booking at any time and for any reason. In such circumstances the Owner will notify the Guest as soon as reasonably practical. If the Owner decides to cancel the booking under this clause, the Guest shall be entitled to a full

- refund of monies paid - rental payment (or part payment thereof) and damage deposit, within 14 days of the cancellation. The Owner shall not be held liable for any consequential loss, incidental expenditure, or loss of enjoyment which the Guest suffers as a result of cancellation.
25. The Guest undertakes not to use the Property for any business, trade or commercial purposes or for any unlawful or immoral purpose.
 26. The Guest undertakes not to use the Premises to store any dangerous or hazardous materials or substance, or any items of flammable or explosive nature which might reasonably increase the risk of fire or explosion on or around the Property and which would be considered hazardous by a responsible insurance company.
 27. The Guest shall not sub-let the Property or assign any of his interests, rights or responsibilities under this agreement without the prior written consent of the Owner (such consent being at the entire discretion of the Owner).
 28. The Guest shall not cause any damage to the walls, doors, windows or other fixtures and fittings of the Property and shall not use the Property in any way which impinges on the property rights of neighbours or creates a nuisance, either to the Owner or others.
 29. The Guest undertakes not to remove any of the furniture from its current position in the Property.
 30. Guests undertake to use the free wi-fi in full accordance with the applicable terms and conditions, and that they will not use or permit to be used the wi-fi for illegal streaming, downloading, file transfer or other illegal activities. The Guest accepts that the wi-fi service will be discontinued/ disconnected where illegal activity is detected or where excessive downloading breaches the cap on the Owner's broadband service.
 31. The Guest shall be responsible for ensuring that drains, waste pipes, baths, sinks, and lavatories are free from blockages and shall take care not to dispose of any immiscible or damaging substances such as oil or grease, babies nappies/ diapers, sanitary items etc. via the toilet, drains and waste pipes.
 32. The Owner shall take out appropriate and adequate building insurance to protect the Property against flood, fire, subsidence, storms, malicious damage and all other usual forms of insurable risks.
 33. The Owner shall take out appropriate insurance against theft and fire, to cover any fixtures, fittings or appliances which belong to the Owner.
 34. The Guest undertakes not to take or permit to be taken by others any action on the Property which could invalidate the terms of the Owner's insurance. This includes, for example, ensuring that the Property is safely secured/ locked at all times and that windows are not left open when the Property is unoccupied.
 35. Guests are recommended to take out their own insurance for personal possessions and travel/ holiday cancellation.
 36. Guests are recommended to place any small valuable items in the safe provided in the Property. The Owner does not accept liability for any items placed in the safe.

This document constitutes the entirety of the agreement between the Owner and the Guest (including all other parties participant in the holiday rental). It supercedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement or the terms of the holiday let must be made in writing and agreed by both the Owner and the Guest.

This agreement shall be governed by the laws of England and Wales.

All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

The failure of either party to enforce any provision within this agreement shall not be deemed a waiver or limitation of that part's right to subsequently compel and require strict compliance with every provision of this agreement.

Agreement last updated - 19 January 2017