Fountain Cottage Terms and Conditions

General

IT IS YOUR RESPONSIBILITY TO READ THESE CONDITIONS AND TO SEEK CLARIFICATION ON ANY MATTER THAT YOU HAVE OR IS OF IMPORTANCE TO THE ENJOYMENT OF YOUR HOLIDAY.

1. Definitions

In these terms and conditions:

- The 'Holiday Let' means the agreement made on the date shown on the Booking Form between the Owner and You under which the Owner grants to you and Your Party license to occupy the Holiday Property for the Holiday Period for the purpose of a holiday subject to the Terms and Conditions
- The 'Booking' means the agreement for the Holiday Let
- The 'Booking Form' means the form sent to you by letter fax e-mail or any other electronic form confirming the agreement for the Holiday Let for the Holiday Period.
- The 'Commencement Date' means the date shown on the Booking Form as the commencement date of the Holiday Period.
- The 'Departure Date' means the Departure Date referred to in the Booking Form as the date on which you are required to vacate the Holiday Property.
- The 'Deposit' means the deposit referred to in the Booking Form.
- The 'Good Housekeeping Deposit' means the amount stated on the Booking Form and website in respect of the Holiday Property.
- The 'Holiday Cost' means the Holiday Cost stated in the Booking Form and includes the Good Housekeeping Deposit as appropriate.
- The 'Holiday Property' means the property referred to in the Booking Form.
- The 'Holiday Period' means the period from 5:00 pm on the Commencement Date to 10:00 am on the Departure Date.
- The 'Owner' means Simon Johnson and Belinda Randall, owners of the Holiday Property.
- 'These Terms and Conditions' means the terms and conditions (including the definitions) set out in this document.
- 'You' means the person or persons referred to on the Booking Form as the customer.
- 'Your Party' means the other person or persons staying with you at the Holiday Property.

2. Nature of the Agreement

This Holiday Let is granted by the Owner to You for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to any form of statutory security of tenure either now or when the Holiday Period ends.

The Main Condition of acceptance of any booking is that good care is taken care of the Holiday Property and contents and it is left truly clean and tidy as we intend You to find it. This care is to include all utensils, crockery, equipment and linen. While you may not necessarily be charged for minor items, you should be aware that all damages and breakages are Your responsibility and their cost shall be repayable on demand.

3. License to Occupy
The Owner permits you to occupy the Holiday Property as stated in the Booking Form for the Holiday Period for the Holiday Cost and to the use of the furnishings, kitchen equipment, crockery, glasses, bedding and towels provided in the Holiday Property.

4. Payment
You must pay one quarter (25%) of the Holiday Cost and any extras for each week or part week booked, when placing the booking. The balance of the Holiday Cost and any extras is due four weeks before the Commencement Date. Where a Booking is made less than four weeks before the Commencement Date the Holiday Cost and any extras is payable in full when making the Booking.

5. The Holiday Period
The Holiday Period will commence at 5:00 pm on the Commencement Date and you must have vacated the Holiday Property with Your Party and effects by 10:00 am on the departure date. Failure to do so will result in You being charged a further day's proportionate Holiday Cost.

6. The Good Housekeeping Deposit
The Good Housekeeping Deposit will be held by the Owners to be applied against the reasonable costs of miscellaneous repairs and/or replacement and additional cleaning of furnishings, kitchen equipment, crockery, glass, bedding and towels damaged or soiled otherwise than by usual wear and tear during the Holiday Period by You or other members of Your Party. The balance of the Good Housekeeping Deposit will be returned to you within 14 days of the Departure Date. Where such costs exceed the Good Housekeeping Deposit You will pay such excess to the Owners within 14 days of being notified of the excess.

7. Keys
7.1 Owners will issue to you one set of keys to the Holiday Property at the Commencement Date. You must return the keys to Owners on the Departure Date as directed by Owners. If you lose a key Owners will replace it upon You paying the reasonable costs of having the replacement cut or alternatively the cost of replacing the key will be deducted from the Good Housekeeping Deposit.
7.2 You will be notified in writing on how to collect your keys and of directions to the property 7 days prior to the Commencement Date. Please make sure you bring with you directions to the property and key instructions.

8. Outgoings
8.1 Reasonable use of electricity is included in the Holiday Cost. The Owner reserves the right to charge You for any excessive or unreasonable use of electricity during the Holiday Period.
8.2 The first nights fuel for wood burning stove is provided thereafter You are to purchase additional fuel for the wood burning stove. If inappropriate fuel is used on the wood burning stove you will be liable for the cost of making good any damage. If You are in any doubt about how to use the wood burning stove or what fuel to use, You must first check with the Owners.
8.3 Additional fuel for the wood burning stove can be purchased in advance from the Owners for an additional charge.
8.4 The charging of electric or plug-in hybrid vehicles is not permitted. Running extension cables through open windows to charge electric vehicles poses a potential fire hazard and should not be

undertaken. If You are found charging electric cars at the Cottage You be charged additional fees or in extreme cases may be asked to leave.

9. Linen/Equipment/Food

9.1 The cot supplied is a travel cot and only supplied with mattresses. All baby bedding and linen must be provided by You.

9.2 The Owner will not be responsible for providing food, washing up liquid, dishwasher and washing machine powders.

9.3 Clean bed linen will be provided at the commencement of the Holiday Period.

9.4 One standard size bath towel and one hand towel are provided for You and each member of Your Party. A minimum charge of £25.00 per towel will be deducted from the Good Housekeeping Deposit in respect of each towel lost or damaged.

10. Use

The Holiday Property must not be used except for the purposes of a holiday by You and Your Party during the Holiday Period and not for any other purpose or longer period.

11. Your Obligations

You are responsible for the Holiday Property, this means you must keep all furnishings and fittings inside and outside the property in a comparable state of repair and condition as at the beginning of the holiday. The property cleanliness must be left in the same state as you found it. Breach of these conditions may result in the Owner/Housekeeper making an additional cleaning charge and/or making a claim against you as a result of any damage or loss.

You are responsible to the Owner for the actual costs of any breakage or damage along with additional costs that may occur caused by you or any member of your party.

You are expected to show due consideration for other people, not to abuse the property or display rude, dangerous or offensive behaviour towards the Owner or Housekeeper or other third party. In such circumstances possession of the property can be refused or you can be asked to leave before the end of the holiday. If this happens we will treat your holiday as having been cancelled by you and you will not be entitled to a refund of your holiday cost or compensation.

It is your responsibility to check the holiday property meets your needs and we cannot be responsible for ensuring the property is entirely suitable for your needs. We cannot accept any bookings that are specified to be conditional upon fulfillment of a particular request. It is your responsibility to notify us of any information regarding a medical problem or disability that may affect your holiday at the time of booking.

You or Your Party must:-

- allow the Owner and his representatives access to the Holiday Property at all reasonable times and in the case of emergency at all times with or without You or Your Party being present to enable maintenance work to be carried out and to enable the Owner comply with all relevant statutory requirements and the requirements of all regulatory bodies to which the Owner belong relating to the Holiday Property

- keep the Holiday Property and all furniture, fixtures, fittings, kitchen equipment, crockery, glasses, bedding and towels and effects in or on the Property clean and in the same state of repair as at the commencement of the holiday and shall leave the Holiday Property in the same state of cleanliness and general order in which it was found and be responsible for repairing any damage pursuant to Clause 6;
- not cause any damage to the walls, doors or windows of the Holiday Property.
- not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises;
- not to smoke or use vapes in any part of the Holiday Property. At the departure date no sign of smoking/vaping shall be evident at the Holiday Property and the Owners reserve the right to make a charge where guests have contravened an Owners request for their property to be smoke free;
- not do or permit any act that would make any insurance policy on the Holiday Property void or voidable or increase the premium;

Your right to occupy the Holiday Property may be forfeited without compensation if:-

- More people or pets than declared at the time of booking or before the commencement of the holiday and/or the number the Property holds, attempt to take up occupation.
- Overnight guests are entertained without the Owners express permission.
- Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.
- Smoking or vaping in the property.

12. Owner's Obligations

The Owner will subject to clause 11 above and except in an emergency allow You and the Your Party enjoyment and use of the Holiday Property for the Holiday Period free of interruption.

13. Safety Regulations

The Owner confirms that:-

- the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.
- The Holiday Property has a current EICR.
- The Holiday Property has a current Fire Risk Assessment.

14. Early Termination

This Holiday Let may be determined before the end of the Holiday Period by the Owner giving You notice only in the event of You or a member of Your Party being in material breach of the terms of these Terms and Conditions or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of your default or the default of a member of Your Party Owner shall return to You the appropriate proportion of the Holiday Cost attributable to the unexpired remainder of the Holiday Period and the balance due of the Good Housekeeping Deposit.

15. Cancellation

The Owner reserves the right to cancel the Holiday Let where operational circumstances cause the Holiday Property to become unavailable during the Holiday Period. In such circumstances Owners will endeavour to offer an alternative Commencement Date to You. Should Owners cancel the Holiday Let in this way and You do not accept an alternative Commencement Date a refund will be made to You of all monies paid. The Owners accept no other liability howsoever arising from Cancellation.

16. Cancellation by You

16.1 If You cancel the Holiday Let more than 30 days before the Commencement Date you will be entitled to receive a full refund.
16.2 If you cancel the booking between 14 and 30 days before the Commencement Date you will be entitled to receive a 50% refund.
16.3 No refunds will be given for cancellations made within the 14 day period prior to the Commencement Date of the Holiday Period.

We strongly advise that you take out cancellation holiday insurance, and check it will cover you for UK holidays and for cancellation.

17. Website Accuracy

Details of the Holiday Property given on the Simply Owners and FountainCottage.com websites are accurate at the time of printing/publishing. Owner reserves the right to make alterations to the websites at any time and shall inform You of any such material alterations. The most up to date details of the Holiday Property can be viewed on FountainCottage.com website.

18. Lost Property

Owners will retain any items left at the Holiday Property for a period of 28 days from the Departure Date. Items will be returned to You if requested, at a cost of £10.00 plus postage and packing. Owners do not accept responsibility for the safe carriage of any items returned. Items of food and drink will not be returned.

19. Payments

Payments should be made by BACS, credit or debit cards.

20. Pets

20.1 One well behaved pet is permitted in the Holiday Property for an additional charge of £20 but must be checked with Owners prior to booking and acceptance is conditional on you abiding with our Pet Policy. We ask pet owners to observe the following rules (failure to do so may result in you being asked to leave without compensation).

1. Dogs must be under strict control at all times while in the property
2. Any fouling outside in the proximity of the property must be cleared up immediately.
3. You must bring the dog's bed or basket for sleeping in.
4. Dogs MUST NOT be left alone in the property or elsewhere at any time.

5. Dogs MUST NOT be allowed to lie on beds or furnishings and hair must be well cleared up before departing.
6. Dog owners must ensure that their pets are free from parasites and fleas before they occupy the property. Failure to do so will incur subsequent charges.

20.2 At the Departure Date no sign that the pet has been at the Holiday Property shall be evident and no nuisance or annoyance shall be caused by the pet to the neighbours.

20.3 Young pets i.e. puppies MUST be declared to Holiday Cottages at the time of booking and authorised by the owner. If a puppy or young pet is taken to a property without the consent of the owner this could result in you being asked to leave without compensation.

20.4 Any damage (which must be reported to the Owner immediately) or excessive cleaning that may incur an additional charge which will be at the Owners discretion.

20.5 As pets are permitted in the Holiday Property the Owner does not give any warrantee or undertaking to You or any member of Your Party that the Holiday Property is suitable for sufferers of pet related allergies.

21. Compensation

The Owners do not accept responsibility or liable to pay any compensation where the Holiday Let is frustrated in circumstances amounting to force majeure, including events such as the destruction and damage of the Holiday Property through fire, flood, explosion, storm or weather damage or adverse weather conditions, neighbouring building works, burglary, criminal damage, riot or civil strife, industrial action, pandemic, natural or nuclear disaster, war or threat of war, actual or threatened terrorist activity, non-availability of public transport, destruction/interruption of utility services, epidemic, temporary invasion by pests and/or similar situations beyond the control of the Owner, either before the Commencement Date or during the Holiday Period.

22. Vehicles

Vehicles are parked in front of the Holiday Property or on lanes in the vicinity of the Holiday Property entirely at your own risk.

23. Weather

No liability is accepted by the Owner for access difficulties to the Holiday Property caused by weather conditions affecting public roads. Every effort will be made to keep you informed of adverse weather conditions which may affect public or private access to the property, however, road conditions can change rapidly. Therefore you are strongly advised to seek the latest information relating to access prior to setting off on your journey.

24. Water Supply

The Owner does not accept responsibility for water shortages caused as a result of drought conditions, an act of omission of the relevant utility operator or any other cause outside the control of the Owner.

25. Amenities
The Holiday Property is equipped with sufficient crockery, cutlery, kitchen equipment, dining and easy chairs for the number of people indicated in the property description. The property will have domestic consumables provided sufficient for the first day of your holiday. This will include washing up liquid, toilet rolls, dishwasher tablets, oven gloves, dish cloth, bin bags, and tea towels. As a self-catering holiday you will need to buy domestic consumables for the remainder of the holiday

26. Refuse Collection
You are required to put refuse/recycling in the appropriate place to await collection in accordance with the instructions left at the Holiday Property.

28. Occupancy
Your holiday group must not exceed the maximum number of people the property will sleep as detailed in the description. If it does the Owner can refuse to allow You to take possession of the property or make You leave before the end of the holiday. If this happens we will treat your holiday as cancelled by You and You will not be entitled to a refund of monies or compensation.

The Holiday Property is principally designed for family holidays we reserve the right to refuse or curtail any booking which may in our opinion by reason of number or composition be unsuitable for the property.

29 Liability
The Owner shall have no liability for any death or personal injury. You must take all necessary steps to safeguard your personal property. No liability is accepted by the owner in respect of damage to, or loss of, such personal property or sickness or injury howsoever caused which may be sustained during the holiday to You or any member of the party or any invited person, or any car and its contents, or any possession of the Tenant or any member of the party as defined above

30. Complaints
We work very hard to ensure you have an enjoyable holiday, Any difficulties you have on holiday must be reported to the Owner/Housekeeper straight away so that your reasonable holiday expectations may be met. This is the quickest way of resolving problems that might occur. Problems of a transient nature should be raised straight away as they cannot be rectified after your holiday. The Owner cannot be held liable for any building work, noise or disruption coming from neighbouring properties.

If still dissatisfied then you must write to us within 28 days of your return, we do not have to look at complaints received after this limit. If you return home before telling anyone of your difficulties and your claim doesn't involve personal injury/death then we cannot accept any liability. We will endeavour to have the issue resolved within 28 days.

31. Care of Cottage
Our cottage is lovingly cared for and we ask that you treat the cottage with respect and leave it clean and tidy. Please report any damages/breakages to us on or before departure in order for us to

fix/replace these prior to the next guests coming in. Damage/breakages caused through neglect may be charged for in this case we will contact you within 1 week of departure.

29. Confidentiality & Data Protection

Information that Owners have collected from your booking will be held in confidence and will not be passed on to any other person without your permission.