

Terms and conditions

These terms and conditions regulate both the Booking and the occupation of the Property or other facilities when the Holidaymaker comes to the Property. When the Holidaymaker makes the Booking, he confirms his agreement to these terms.

The “Owner” is: [Supreme escapes ltd]

The “Holidaymaker” is: the lead-named person on the Booking confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf the Holidaymaker makes a booking.

These are the agreed terms

1. Summary of terms

The “Property” is:	[Supreme escapes ltd properties]
The “Booking Deposit” is:	£ [50%]
The “Start Date” of occupation is:	[check in date]
The “Letting Period” is:	[4.00 pm] on [check in date] to [10.00 am] on [check out date].
The “Security Deposit” is:	£ [500.00t]
The “Rent” is:	£ [rental amount inc all fees] all of which must be paid in advance or otherwise as required by the Owner.

2. Booking terms: reservation and cancellation

- 2.1. To make a reservation for letting the Property (the “Booking”), the Holidaymaker will pay the Booking Deposit to the Owner. The Booking Deposit will be held by the Owner and will be adjusted to the Rent amount unless otherwise, cancellation of the Booking occurs in terms of this paragraph.
- 2.2. After receiving the Booking Deposit, the Owner will send the confirmation invoice to the Holidaymaker by post or email.
- 2.3. The Holidaymaker may proceed further either by:
 - 2.3.1 give his credit or debit card details at the time of Booking by telephone; or
 - 2.3.2 pay the Rent in full in advance of his arrival, either by telephone by email message or by any other method.
- 2.4. If the Holidaymaker gives Owner his credit or debit card details the Owner will process all payment until the Start Date. The card the Holidaymaker uses must have an expiry date that is valid until after the date of the Letting Period.

- 2.5. The Holidaymaker undertakes and agrees that the Owner may decline the Booking for any reason and the Owner does not have to give to Holidaymaker the reason. If that happens the Owner will return the Booking Deposit money to the Holidaymaker immediately and in any event within 30 days.
- 2.6. If the Holidaymaker needs to cancel the Booking, he must tell the Owner by email or in writing. The Owner will not accept a cancellation by telephone alone. Cancellation incurs costs for the Owner. Costs vary considerably and are not always precisely identifiable. The Owner, therefore, charges a rounded cancellation fee and accordingly allows the refund as follows:

Cancellation period	Refund
more than [60] days before the Start Date:	50% of Booking
between [60] days of the Start Date:	no refund
due to an uncontrollable event affecting the Holidaymaker:	the discretion of the Owner

3. Holiday Property: occupation terms

- 3.1. The contract between the parties comes into existence when the Owner sends a Booking confirmation invoice to the Holidaymaker. Where the Owner lets the Property and the Holidaymaker takes the Property to occupy for a holiday for the Rent, on the terms set out in this agreement.
- 3.2. There is included in this letting such rights of way over and use of any rights of access, path, drive, garden, swimming pool, any common parts and any other things reasonably necessary for the enjoyment of the Property and which the Owner can grant.
- 3.3. The Holidaymaker will pay the Security Deposit to the Owner on or before the Start Date. The Security Deposit will be held by the Owner and will be refunded to the Holidaymaker at the end of the Letting Period (however it ends) but after deduction of any costs or losses reasonably incurred by the Owner as a result of any breach of the Holidaymaker's obligations. No interest will be payable by the Owner to the Holidaymaker in respect of the deposit money.
- 3.4. The Holidaymaker agrees that the inventory attached to this agreement accurately lists the Owner's possessions now in the Property (the "Inventory") and agrees to use them responsibly.

4. Holidaymaker's promises

In this paragraph, a promise by the Holidaymaker not to do something also implies that the Holidaymaker will not allow anyone else to do that same thing. The Holidaymaker now promises that he will:

- 4.1. keep the interior of the Property in clean and good repair and condition;
- 4.2. clean and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like;

- 4.3. not dispose of "wet wipes", disposable nappies or other items of personal hygiene down the lavatory;
- 4.4. keep clean the carpets, curtains and all other items in the inventory;
- 4.5. keep clean the insides of all windows and replace any which break for any reason;
- 4.6. pay for any necessary repairs or replacement goods damaged during the letting period;
- 4.7. use the Property only as a holiday home for no more people than the maximum occupancy stated above and will not operate a business at the property or use it for any improper, immoral or illegal purpose;
- 4.8. not assign, sublet, charge or part with or share possession or occupation of all or part of the Property;
- 4.9. not cause nuisance or annoyance to the Owner, other occupants or any neighbour;
- 4.10. not change or remove any of the Owner's furniture, fixtures and fittings or items on the inventory;
- 4.11. not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of the Owner;
- 4.12. not keep or allow pets of any kind on the Property without the prior consent of the Owner;
- 4.13. report to the Owner any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances;
- 4.14. allow the Owner, his agent or contractors access to the Property at reasonable hours during the day, or to carry out urgent and unforeseen repairs or other works to the Property or to carry out maintenance of the appliances. The Owner will normally give at least 24 hours' notice but the Holidaymaker will give immediate access in an emergency;
- 4.15. whenever the Property is left unattended, the Holidaymaker will fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the Property.

5. Insurance

- 5.1. The Owner will maintain whatever insurance he wishes against any risk relating to the Property. He will not insure anything owned by the Holidaymaker.
- 5.2. The Holidaymaker will not do, nor allow anyone else to do, anything that could adversely affect the Owner's insurance of the Property.
- 5.3. If the Holidaymaker does anything that prejudices the Owner's insurance, he will be liable to the Owner for any resulting loss.

6. Holidaymaker's departure

At the end of the Letting Period, the Holidaymaker will:

- 6.1. immediately return all the keys of the Property to the Owner or comply with such arrangements for the return of the keys as the Owner reasonably suggests before the commencement of the letting
- 6.2. remove all personal effects and rubbish and leave the Property and the Owner's fixtures and fittings in the same clean condition and state of repair as at the Start Date, fair wear and tear excepted.

7. Inventory check and return of Security Deposit

- 7.1. At the end of the Letting Period, the Owner will check the Inventory room by room. Any damage will be evidenced by photos.
- 7.2. If the Owner is not satisfied as to the condition of a room or anything in it, the Owner may propose a deduction of a sum from the Security Deposit, in order to put the matter right. The Owner must provide a written breakdown of any deduction proposed.
- 7.3. If the Holidaymaker does not agree to the sum claimed, the Owner will obtain a written quotation for the cost of rectification from a contractor not connected to him.
- 7.4. The Owner may then accept the quotation and pay for the work. He must then provide copies of the quotation and the subsequent invoice to the Holidaymaker. The Owner may then deduct the sum paid from the Security Deposit.
- 7.5. The Security Deposit or the balance of the Security Deposit shall be returned to the Holidaymaker within 28 days of the Holidaymaker vacating the Property or, in special circumstances, as soon as possible, with the reasons for the delay provided in writing to the Holidaymaker.

8. Jurisdiction

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales.