



# HEATHFIELD

A PRIVATE HOME IN THE NEW FOREST

HEATHFIELD HOUSE

TERMS AND CONDITIONS



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### **1. BOOKING**

The Contract for a short-term holiday/corporate rental (*hereinafter referred to as the rental*) will be between Heathfield House owner (*referred to as us or we*) and the person making the booking and all members of the party (*referred to as you or your*) in the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have processed the deposit and issued written confirmation of the booking. The contract will be subject to these booking conditions, and must be complied with. Notice can be served for breach of this agreement, and may be given during the Rental Period by delivery into the property and shall be deemed to have been received upon the expiration of 24 hours after service. The party leader must be 25 years of age or older at the time of booking and the booking form must list names and ages of your party. We reserve the right to reject any application for a booking.

### **2. PAYMENT**

Bookings will be confirmed on receipt of the signed booking form and a non-returnable deposit of 30% of the rental cost. Written confirmation will be sent. The balance of the rental together with the security deposit of £2000 will be due for payment 8 weeks prior to the holiday commencement date. If the booking is made within 8 weeks of the rental start date the full payment will be required. Once we have issued confirmation of booking, you are responsible for the full rental.

In the event of any monies due to be paid or the balance thereof not being received by us by the respective date(s) specified (*time being of the essence*), we reserve the right to cancel the booking and retain the Deposit as a cancellation fee.



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### **3. CANCELLATION**

Cancellations must be immediately notified to us by phone +44 (0)845 345 6169 or email [bookings@luxuryresidences.co.uk](mailto:bookings@luxuryresidences.co.uk) and confirmed in writing by recorded delivery addressed to the correspondence address:- Active Management, Research House, Fraser Road, Perivale, Middx, UB6 7AQ.

The booking deposit is non-refundable under any circumstances. If your cancellation falls within 8 weeks of your arrival date the full rental will be payable unless we are able to re-book the same period at the same price.

If we are successful in re-letting the Property for part of the booked letting period, or for less than the full Rental Amount we will refund to you a sum equal to the money paid for the replacement letting, less an administration fee of £150.

### **4. CANCELLATION INSURANCE**

Cancellation Insurance is not compulsory but we strongly recommend such insurance to protect against the cancellation penalty.

### **5. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)**

If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property (*force majeure*) you will be refunded the full amount of the booking. If we have to terminate your rental early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking.

No additional compensation, expenses or costs will be payable.



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### **6. PERIOD OF HIRE**

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so will result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday or corporate use during the rental period, and not for any other purpose or longer period. The agreement to stay in the property for the rental period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Rental Period.

### **7. OCCUPANCY**

Under no circumstances may more than 4 persons (*children s under 2 are not normally counted in this total*) occupy the property. We reserve the right to refuse admittance if this condition is not observed.

The property may only be occupied by guests stated on the booking form; if there are to be any changes in your party, these must be agreed with us in advance. When booking all guests including infants) must be listed on the booking form.

### **8. LIABILITY**

The use of the accommodation Heathfield House is entirely at the users risk and no liability can be accepted for death, injury & loss or damage to users or their belongings. No responsibility can be accepted for loss or damage to belongings or vehicles. This is your responsibility at all times.



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### 9. GUESTS' OBLIGATIONS AND RESPONSIBILITIES

You agree:-

- a. To keep the Property and its fixtures, fittings and contents in the same condition and repair as on arrival and shall notify us or our representative promptly of any damages caused to the Property and/or its contents during the letting period and of any defects or wants of repair of which you or your party become aware.
- b. Leave the Property clean and tidy on your departure (*this includes the equipment provided*). If any excessive cleaning is required following your departure a charge will be made and the costs will be deducted from the Security Deposit.
- c. That all children and adults requiring care and/or supervision will remain your responsibility at all times.
- d. You will be responsible for the reasonable costs and expenses incurred by us in repairing any damage caused to the Property during the period of your letting and for the cost of replacing any broken or damaged fixtures, fittings or equipment: you acknowledge that such work may need to be carried out urgently to make the property available for the next letting: all costs incurred in carrying out such works will be deducted from the Security Deposit and you shall be and remain liable for the extra cost of such works if their cost exceeds the Security Deposit and shall pay such excess to us within seven days after demand. If you lose a key we will replace it upon you paying for the cutting of a new one.
- e. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties.
- f. If in our (*Heathfield House owners*) or our representative's opinion the behaviour of any guest is such as to make their continued occupation of the Property inappropriate, then we may terminate the lettings forthwith, but you shall remain liable for the whole cost of the letting and no refund shall be due.
- g. If as a result of any breach by you or your party of your obligations hereunder the Property becomes unfit or unavailable for occupation for subsequent lettings, you will be liable for the loss of all rental income and any related, costs, expenses and/or losses caused by such breach.



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### **10. PRECAUTIONS**

You will all take care in the use of the property and/or its contents or equipment recognizing the need to be responsible for their own health and safety; in particular you must ensure that any children or infants staying in the Property are properly supervised at all times.

### **11. NOISE**

Please show consideration and respect to neighbours by keeping the noise levels down, especially at night.

### **12. PETS & SMOKING**

We regret that no pets or smoking are allowed in the property.

### **13. DESCRIPTIONS**

Whilst we make every reasonable effort to ensure the accuracy of any descriptions of the Property, descriptions are, inevitably, subjective and are for guidance only. If there are points of particular importance please contact us to seek clarification before making a booking.

Whilst we have taken all responsible steps to ensure the accuracy of the information contained in the brochures, website, tariff, advertisements and any other form of promotional material, we reserve the right to alter, substitute or withdraw any service, facilities or amenity which may previously have been listed.

### **14. RIGHT OF ENTRY**

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.



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### **15. COMPLAINTS**

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

It is specifically agreed that failure by you to notify us or our representative reasonably promptly of any complaint will entitle us to refuse to entertain the complaint, irrespective of its merits.

### **16. SECURITY DEPOSIT**

The Security Deposit or the balance of the Security Deposit after deduction of any monies due for deduction therefrom will be returned to you as soon as possible after the end of the letting

### **17. WAIVER**

The failure of us to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

### **18. INTEREST**

If any payment due to be made by you to us has not been made on its due date for payment or within seven days thereafter we shall be entitled to charge interest on such payment from the date on which it fell due for payment to, but excluding, the actual date of payment at the rate of 4% above the base rate of Allied Irish Bank from time to time.

Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.