

FLAT SPACES FOUNDATION LIMITED

Terms and Conditions of rental relating to Flat Spaces Holiday Units

1. Contract

The contract is for a short-term holiday rental of the property specified on the booking form made between the Client (in the name that appears on the booking form) and Flat Space Foundation Limited (the Owner), binding from such time that booking is made and inclusive of all the following conditions.

By making a booking the Client contracts on behalf of himself/herself and all those in his/her party and represents that he/she has the authority to accept these conditions on behalf of and binding upon all guests in his/her party.

Bookings are accepted on the understanding that the property is taken for holiday purposes only and that, excepting babies; the number of people in each property is limited to that entered on the booking form.

The Client and any friends or family of the client visiting the property while the client is staying there must adhere to the conditions of the contract, including the rules and procedures contained in the information folder provided in the property. If inviting friends to visit the Client must first seek the permission of the Owner.

2. Payment of Rental and Housekeeping Bonds

- A non-refundable deposit of 25% of the cost is payable on booking. Bookings are provisional until a deposit is received. The balance shall be payable four weeks before the commencement of the rental. Non-payment of the balance of the rent on or after the due date may be construed as a cancellation of the contract by the client.
- A Housekeeping bond in the sum of £200.00 will be required in addition to the balance of the rental payment, and shall be paid at the same time as the balance of the rental is due.
- The Housekeeping Bond will be refunded within 14 days of departure.
- The Owner shall deduct from the Housekeeping Bond the cost of any breakages and damage sustained during the rental period.
- In the event of excessive cleaning being required at the end of the rental period, the Owner shall deduct an hourly rate of £15.00 from the Housekeeping Bond to cover the additional time in such cleaning.
- The Housekeeping Bond (subject to any deductions) shall be repaid to the Client by BACs or cheque. It is the responsibility of the Client to ensure the Owner has all relevant banking details (to include Account Number, Sort Code, and Bank) to facilitate a BABs repayment. If payment is made by cheque, the Owner shall issue the cheque in the name of the Client and (unless advised otherwise in writing) post the payment to the address given on the Booking form.

3. Cancellation

In the event of a cancellation the total cost is payable.

Any cancellation made by the client for whatever reason shall be in writing and addressed to Flat Spaces Foundation Limited, 88 London Road, Holybourne, Hants. On receipt of the notice of cancellation the Owner will seek to re-let the property for the period of booking. If a re-letting is achieved, the Owner will refund money already paid by the client less rent for any part of the period which was not able to be re-let and less an administrative charge of £30.

The client is strongly advised to take out holiday cancellation insurance.

4. Period of Hire

- The rental will commence at a time agreed between the Owner and Client, but shall be no earlier than 4.00pm, and no later than 5pm on the day of arrival.
- At the agreed time, a Flat Spaces representative will be available to greet the Client, and explain the operation of the equipment and services at the holiday rental.
- The rental will terminate at 10.00am on the day of departure.

5. Right of Entry

Whilst respecting the reasonable privacy of the client, the Owners reserve the right to access to the property at all times, if necessary, for repairs and emergencies.

6. Care of the Property

The client shall take all reasonable and proper care of the property and its furniture, fittings and effects in or on the property and leave them in the same state of repair, condition, cleanliness and tidiness as at the commencement of the rental period.

7. Breakages or Damage

- The client is required to inform the owner of any damage or breakage in or around the property promptly so that it can be repaired and replaced for the next client.
- The client is bound to reimburse the owners for replacement, repair or extra cleaning costs where reasonably demanded by the owners for damage caused by the client.
- The cost of damage, breakage or additional cleaning will be deducted from the Housekeeping Bond in accordance with paragraph 2 of this agreement.

8. Rules and Procedures

Clients are required to observe the rules and familiarise themselves with the procedures contained in the information folder provided in the property.

9. Smoking

Smoking is not permitted anywhere inside the holiday accommodation, near to building or in the car park area which is allocated to the property.

10. Pets

Save for guide dogs, hearing dogs for the deaf or working dogs, no pets are permitted in the property. In any event, the following conditions apply:

- Dogs are not permitted on the furniture.
- Dogs must not be left unattended in the property at any time.
- When not working, the dog must be on a lead under the control of a responsible adult at all times.
- The Client must clear up after the dog promptly, whether in the garden or out on a lead in the surrounding location, and dispose of bagged waste in an exterior bin.
- The client is responsible for any damage howsoever caused by their dog and liable to reimburse the Owner for any replacement or repair thereby necessitated.
- The Owner reserves the right to terminate the contract if the behaviour of the Client's dog is considered unacceptable.

11. Misrepresentation

All information provided in these terms and condition and all related Flat Spaces literature is given in good faith, and believed to be correct. Flat Spaces accept no responsibility for inaccurate information, due to reasons beyond their control.

12. Specialist Equipment and Emergencies

- It is the responsibility of the Client to ensure that he/she and all members of the Client's party fully understand the operation of any specialist equipment available at the property.
- The Client must take note of any special instructions given by a Flat Spaces representative on the operation of such specialist equipment.
- In the event of emergency (whether in relation to specialist equipment or otherwise) the Client shall contact the Owner using the emergency contact information which will be found in the information folder.

13. Watercress Lodges and Campsite facilities

- The facilities and services at Watercress Lodge and Campsite are not available to the Client or any member of the Client's party.
- The Client and all members of the Client's party are asked to respect the staff and clients of Watercress Lodge and Campsite; and not to undertake any activity which would impede access to or the quiet enjoyment of facilities at Watercress Lodge by its staff, clients or other visitors.

14. Liability

The Owner is not liable for any loss or damage to any Client's property or any property belonging to a member of the Client's party howsoever caused.

The Client or members of his/her party cannot hold the Owner liable for any personal injury/death howsoever sustained where the Owners and/or their employees have used reasonable skill and care; and/or where caused by the fault of the person(s) affected or any member(s) of their party (including inadequate supervision of children); and/or where caused by the fault of a third party, and/or where caused by an event that could not have been reasonably foreseen or avoided.