

Knowle Manor Booking Conditions

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS

1. **Definitions:**

"**Owner**" means, owner of the property being rented;

"**Agent**" means Knowle Manor;

"**Applicant**" means clients applying to rent property

"**Tenants**" means Applicants that have taken up residence in a property;

"**Booking Form**" means the booking form specified by the Agent to be used by all Applicants.

2. **Duration and Times of Lettings:**

The Applicant can occupy the reserved property from 1600 hours on the first day of the reservation, and the Applicant must ensure that he and any third parties who have been in occupation of a property as a result of a reservation leave prior to 1000 hours on the date of departure as indicated on the Booking Form.

3. **Reservation Procedure:**

Applicants can provisionally reserve the property over the telephone with the Agent but no contract shall exist between the Applicant and the Owner until the Agent has received the official Booking Form and the relevant payment in accordance with and subject to the provisions of Condition 4 at which time the reservation will be confirmed subject to the Booking Form having been submitted with all required information to the satisfaction of the Agent.

4. **Payment Procedure:**

For reservations made more than 12 weeks prior to the commencement date a booking fee of 25% of the total amount due must be sent with the completed Booking Form. If a reservation is made less than 12 weeks before the commencement date the total amount due together with any additional charges must be tendered at the time of submission of the Booking Form. In the event that the Agent does not accept an Applicant's reservation all moneys paid will be refunded immediately.

The balance of the full amount due in respect of the reservation and any additional charges are due 12 weeks before the commencement date. The Cautionary Deposit of £500 (see Condition 8) is due one week prior to the commencement date.

Non payment of any sum by the due date will be deemed to be a cancellation and the

Agent may re-advertise the property for reservations without prior notice to the Applicant. The Applicant shall remain liable for payment of the full amount due in respect of the reservation in accordance with the provisions of Condition 4.

Payments under these Conditions may be made by cheque (not post dated), BACS or credit card. All payments should be made to Knowle Manor. Any charges raised against the Agent or Knowle Manor by their bank for handling dishonoured cheques or direct debit payments shall remain a liability of the Applicant and payment of any such charges will be paid onto the Applicant.

5. **Cancellation:**

ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE.

Any request to cancel a booking must be made in writing to the Agent. The Applicant shall remain liable for the all payments due in respect of the reservation whether or not they have been paid at the time of cancellation. The Agent will offer the property for reservation and will use his reasonable endeavours obtain reservation for the property in respect of the cancellation period. If the Agent is successful the Applicant will be refunded the difference between moneys they have paid less the sums receivable from the re-letting after deduction of all costs and expenses incurred by the Agent which shall include an administration fee of £20 in respect of each day that the property was reserved by the Applicant.

6. **Changes:**

We reserve the right to amend the price quoted in the brochure or rates sheet due to errors or omissions or changes in the VAT rate. In such circumstances the Agent will contact the Applicant as soon as the Agent becomes aware of an increase in charges. If the Applicant does not wish to pay the increase the Applicant shall be entitled to cancel the reservation and receive a full refund for all monies paid in respect of the reservation providing notice of cancellation is given in accordance with the provisions of Condition 4 and within 7 days from the Applicant receiving notice of the amendment to the price to be charged from the Agent.

Once a reservation has been confirmed in accordance with the provisions of Condition 3, should the Applicant require amendment to any of the information provided on the

Booking Form a fee of £35 shall be charged to the Applicant.

7. Applicant's Obligations:

The Applicant agrees:

1. to pay for any losses or damages to the property or its fixtures, fittings or decor, howsoever caused (reasonable wear and tear excluded);
2. to take good care of the property and leave it in a tidy condition at the end of the tenancy;
3. not to smoke at the property;
4. not to cook anywhere on the property otherwise than in designated kitchen areas; and
5. not to bring any pets to the property unless previously agreed in writing with the Agent.
6. not to release any chinese paper lanterns, floating lanterns or sky lanterns during their tenancy of Knowle Manor

8. Cautionary Deposit:

A refundable damage deposit of £500 (referred to as a 'Cautionary Deposit') is payable in accordance with the provisions of Condition 4.

In the event that the Applicant or anyone staying at the property during the Applicant's reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during the Applicant's reservation period the guest will be notified in writing of the details of any extra costs incurred within 10 working days after the end of the reservation period and this amount shall be deducted from the Cautionary Deposit.

The Agent reserves the right to make a charge to the Applicant's credit card for up to 30 days from the end of the period of reservation in respect of any charges made as a result of the provisions of this Condition. If the property is left in a satisfactory condition and all invoices have been paid, no charge will be made.

The Cautionary Deposit will be repaid within 10 working days after the end of the reservation period or (where a deduction is to be made from the Cautionary Deposit by virtue of the provisions of this Condition, then such proportion as made be due to be repaid to the Applicant shall be repaid within 30 days from the end of the reservation period.

9. Swimming Pool and Spa Equipment:

The Applicant agrees that the use of the swimming pool facility is at the Applicant's (or any third party residing in the property during the period of the Applicant's reservation) risk in all respects. The Applicant agrees to observe the "Regulations and Conditions for the use of Pool and Ancillary Equipment"

which form part of these Conditions and to ensure that any third party residing in the property during the period of the Applicant's reservation also abides by the same.

10. Authority to Sign / Miscellaneous:

The Applicant acknowledges that he/she/they are authorised to sign the Booking Form on behalf of all persons who will occupy the property throughout the duration of the reservation and that those persons are aware of the terms of these conditions.

The Applicant shall be a member of the party occupying the property and hereby agrees to the following:

1. if the majority of the individuals residing in the property during the period of the Applicant's reservation are under 30 years old the Agent must be notified in writing;
2. there is no charge for extra children under the age of 2 although this is restricted to a maximum of two unless arranged directly with the Owner;
3. the maximum number of persons permitted to occupy the property and grounds at anytime is 60;
4. no smoking and no candles are permitted within the property;
5. No fireworks/fires are permitted at Knowle Manor unless organised by a qualified display team who have their own comprehensive insurance. Any display must be agreed in writing no later than 4 weeks prior to the event.

Any breach of these provisions will constitute a breach of contract, the Owner may terminate the reservation forthwith in which event all moneys paid by the Applicant will be forfeited and the Applicant and any third party residing in the property during the period of the Applicant's reservation may be required to vacate the property with immediate effect.

The Owner reserves the right to take possession of the property at any time where damage or nuisance has been caused by the Applicant or any third party residing in the property during the period of the Applicant's reservation. In such an event neither the Owner nor the Agent shall be liable to make any refund of any monies paid by the Applicant whatsoever.

11. Restricted Mobility Applicants:

Where the access to, layout or other physical feature of a property may be reasonably foreseen to cause individuals with restricted mobility difficulties the Owner and the Agent have endeavoured to ensure that the information provided in respect of the

property has made this clear. Applicant's are required to inform the Agent in writing on submission of the Booking Form of the requirements of any third party due to be residing at the property during the Applicant's period of reservation with regard to any restricted mobility issues that may exist.

Please note that neither the Agent nor the Owner accept any responsibility for the provision of equipment or any form of care required by any person due to any form of disability or restricted mobility regardless of the cause.

12. The Reservation:

The reservation confers upon the Applicant the right to occupy the property for a holiday within the meaning of Section 9 of the Rent Act 1977.

13. Non-Availability of Property:

If for any reason beyond the control of either the Agent or the Owner the property is not available on the date booked or the property is unfit for purpose, neither the Agent nor the Owner can accept any responsibility or pay any form of compensation where the circumstances causing the non-availability of the property amount to "force majeure".

Circumstances that will be deemed to amount to "force majeure" include destruction or damage to the property as a result of fire; flood; explosion; storm or other weather damage; break-in or other criminal damage or any other occurrence beyond the reasonable control of either the Agent or the Owner.

All monies paid in advance by the Applicant will be refunded in full but the Applicant shall have no further claim against either the Agent or the Owner.

14. Liability:

This Condition 14 sets out the entire financial liability of the Agent and the Owner (including any liability for the acts or omissions of its employees, agents, consultants and

subcontractors) to the Applicant in respect of any breach of this agreement; any use made by the Applicant or any third party residing or making use of the property during the Applicant's period of reservation and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of the Agent or Owner for death or personal injury resulting from negligence or for any damage or liability incurred by the Applicant as a result of fraud or fraudulent misrepresentation by the Agent or Owner.

Neither the Agent or Owner shall be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation.

The Agent and / or the Owner's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of the Applicant's reservation under the conditions of this Agreement.

Any vehicle(s) of the Applicant or any third party making use of the property during the period of the Applicant's reservation is left at the property entirely at the risk of the owner of the vehicle.

15. Discrepancies

In the event of discrepancy between these conditions and any other document, these conditions shall prevail.

Regulations and Conditions for the use of the Pool and Ancillary Equipment

- That every care should be taken when around or using the pool.
- To make sure that the cover is always replaced after use to retain the heat.
- To note that the cover must be completely removed and that it is dangerous to be in the water with the cover on or partially on.
- That no one should swim while under the influence of alcohol or drugs.
- Not to take any glass items near the pool area.
- Guests should note that the pool has a shallow end and a deep end and for your own safety diving is strictly prohibited.
- To ensure that children under 16, or any novice swimmer of any age, are always supervised by an adult and confident swimmer at all times.
- To behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the property.
- The holiday of any Applicant or third party residing or making use of the property during the period of the Applicant's reservation in breach of this clause may be terminated immediately and without compensation or any further obligation.
- Any damage to the pool facilities arising out of misuse or as a result of negligence and/or failure to follow the instructions herein will be chargeable to the Applicant.
- To use the pool, at their own risk.
- Not to alter or tamper with the pool equipment.

WE REQUIRE THAT OUR GUESTS READ AND SIGN THE FOLLOWING CONDITIONS WHICH SHOULD BE READ IN CONJUNCTION WITH AND FORM PART OF THE BOOKING CONDITIONS.

The Tenants agree:

Signature:

Full Name: