

# Terms & Conditions

## 1. SUTTON BAYNHAM

The Contract for a short-term holiday rental will be between the Sutton Baynham Owners (referred to as "us" or "we") and the person making the booking and all members of the holiday 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 received the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and the booking form must list names, addresses and ages of your party.

## 2. PAYMENT

Bookings are confirmed on receipt of the signed booking form and the deposit of 25% of the holiday cost. The balance of the rental will be due for payment 2 calendar month prior to the holiday commencement date and we reserve the right to cancel a holiday where payment has not been received 1 calendar month before the commencement date. If the booking is made within 10 weeks of the holiday start date the full rental will be required. Once you have a confirmed booking, you are responsible for the full rental cost even if you subsequently cancel.

## 3. CANCELLATION

Cancellations must be immediately notified to us by phone and confirmed in writing. If we are able to re-let your booking we will refund to you the final letting price (which may be less than you paid) less an administration fee. If we are unable to re-let there can be no refund.

## 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 holiday 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.

## 6. PERIOD OF HIRE

You should not arrive before 4pm on the commencement date, unless by specific arrangement. You should leave by 10am on the day of departure, to allow for cleaning etc. Failure to do so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday 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 Holiday Period.

## 7. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated in the brochure and the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Sutton Baynham.

## **8. LIABILITY**

The use of the accommodation and amenities at Sutton Baynham 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.

## **9. CARE OF THE PROPERTY**

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. 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. Smoking is not allowed in any of the cottages.

## **10. DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If you lose a key we will replace it upon you paying for the cutting of a new one.

## **11. PETS**

We do accept one well behaved pet dog per property. These should be kept on a lead whenever outside the property as a courtesy to other residents and to protect both domestic and wild animals. However, large and aggressive breeds cannot be accommodated. If in doubt, please ask.

## **12. 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.

## **13. 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.