

Booking Terms and Conditions

1 Defined Terms

For the purposes of these Terms and Conditions, the following terms shall have the following meanings:

“**Agreement**” means the contractual agreement that is entered into between Canterbury Cottages and the Client pursuant to these Terms and Conditions.

“**Balance Due Date**” means, where the Client has paid a Holding Deposit, the final date on which any balance of the Rental Fee is due, as detailed in the Booking Confirmation.

“**Booking Confirmation**” means the notice sent to the Client by Canterbury Cottages confirming the information set out in Clause 2.2.

“**Booking Enquiry**” means an enquiry by the Client submitted via the Website, or as otherwise agreed between the Client and Canterbury Cottages, stating the name of the Cottage to be rented, the Rental Period, the name of the Client and the number of persons in the Client’s party.

“**Client**” means the person(s) named in the relevant Booking Confirmation.

“**Cottage**” means the cottage identified in the Booking Confirmation.

“**Holding Deposit**” means the deposit to be paid by the Client to secure a booking in accordance with Clause 3.2.

“**party**” means the Client and any family, agents or guests of the Client who use the Cottage as part of the Rental.

“**Rental**” means the short-term holiday rental by the Client of a Cottage from Canterbury Cottages on the terms of these Terms and Conditions and the Booking Confirmation.

“**Rental Fee**” means the price to be paid by the Client to Canterbury Cottages in relation to the Rental, as detailed in the Booking Confirmation.

“**Rental Period**” means the duration of the Rental, as detailed in the Booking Confirmation.

“**Website**” means www.canterbury-cottages.co.uk

2 Bookings

2.1 The Client shall request a Rental by submitting a Booking Enquiry. Canterbury Cottages shall confirm to the Client via e-mail or telephone whether the Rental is available for the relevant Rental Period and shall request that the Client sends within 5 business days of such request the Holding Deposit or, if the Rental Period starts less than 6 weeks after such date, the full Rental Fee.

2.2 Upon receipt by Canterbury Cottages of the Holding Deposit or, as the case may be, the

Rental Fee, Canterbury Cottages shall send a Booking Confirmation to the Client confirming the following information:

- 2.2.1 Name of Cottage;
- 2.2.2 Name of Client and the number of persons in the party;
- 2.2.3 Rental Fee;
- 2.2.4 Rental Period;
- 2.2.5 Holding Deposit (if any) received; and
- 2.2.6 Damage/Loss surcharge
- 2.2.7 Balance Due Date (if any).

The Client and Canterbury Cottages will be deemed to have entered into an Agreement in respect of the Rental upon issue by Canterbury Cottages of the relevant Booking Confirmation.

2.3 In consideration of the payment of the Rental Fee by the Client in accordance with Clause 3, Canterbury Cottages agrees that the Client and its party may occupy the Cottage and may use the furniture, fixtures and fittings located in the Cottage during the Rental Period.

3 Rental Fee

3.1 The Client agrees to pay the Rental Fee shown on the Booking Confirmation in respect of the Client's use of the Cottage for the Rental Period.

3.2 A Holding Deposit equal to one half of the Rental Fee is payable at the time of booking, with any balance of the Rental Fee payable no later than six weeks before the start of the Rental Period. For bookings made less than six weeks before the start of the Rental Period, the Rental Fee shall be payable in full at the time of booking. If the Client fails to pay the full balance on or before the Balance Due Date, the booking will be deemed to have been cancelled by the Client and the terms of Clause 5.1 shall apply.

3.3 All amounts under this Agreement are payable in pounds Sterling. Payments may be made by cheque payable to 'Canterbury Cottages' and posted to the address shown on the Website or via bank transfer to the bank account notified by Canterbury Cottages to the Client for such purposes, or via Paypal.

4 Undertakings by the Client

The Client agrees as follows:

4.1 The Client shall take all reasonable and proper care of the Cottage and its furniture, fixtures, fittings and effects in or on the property and leave them in the same state of repair (other than normal and reasonable wear and tear) at the end of the Rental Period as at the beginning.

Breakages and damage shall be reported by the Client to Canterbury Cottages immediately.

4.2 The Client shall ensure that the Cottage is left reasonably clean and tidy at the end of the Rental Period.

4.3 The Client shall make each member of his or her party aware of these Terms and Conditions and shall be responsible for the actions of all members of his or her party during the Rental Period.

4.4 The Client shall permit Canterbury Cottages and/or its agents to enter the Cottage to inspect the state of it, on reasonable notice, save in emergency when immediate access must be granted.

4.5 The Client shall not use the Cottage or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Canterbury Cottages or to any neighbours to the Cottage.

4.6 The Client and his or her party shall comply with any reasonable regulations relating to the Cottage of which the Client has written notice. Such regulations will be found in the welcome folder in the Cottage, including any local conditions regarding parking, waste disposal and recycling.

4.7 Smoking is not permitted in any part of the Cottage and neither the Client nor any member of his or her party shall smoke inside the Cottage.

4.8 Canterbury Cottages regrets that it does not accept pets in any Cottage. The Client agrees that it shall not bring any animal to the Cottage.

4.9 This Agreement is personal to the Client. The Client shall not use the Cottage except for the purpose of a holiday by the Client and the Client's party during the Rental Period.

4.10 The number of persons occupying a Cottage shall not exceed the number stipulated in the Booking Confirmation.

4.11 The Client will be issued with a set of keys to the Cottage on the first day of the Rental Period and the Client shall return them on the last day of the Rental Period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set. The Client shall not make any copy of the keys to the Cottage.

4.12 The Cottage may be located in a rural area and any action by the Client and his or her party that interrupts or endangers the livelihood of others authorised to use the Cottage and/or the surrounding land belonging to Canterbury Cottages, will constitute a breach of this Agreement by the Client.

4.13 Rentals commence at 3.00pm on the day of arrival and terminate at 10.00am on the day of departure. The Client agrees to leave the property by such time and acknowledges that additional amounts may be payable if the Client or his or her party fail to do so.

4.14 Where internet access is provided, the Client agrees that the internet will be used for reasonable traffic and in accordance with all applicable laws and regulations. The Client acknowledges that Canterbury Cottages accepts no responsibility for any loss of service or data

nor any damage to the Client's computer equipment caused by connecting to the internet.

4.15 The Rental Fee includes all charges for water, electricity or oil.

5 Cancellations and Refusals

5.1 **Cancellation Charges:** If the Client wishes to cancel a Rental, he or she shall give notice in writing (including by e-mail) to Canterbury Cottages. If a Rental is cancelled within two weeks of the arrival date, no part of the Rental Fee will be refunded to the Client. If a Rental is cancelled prior to two weeks before the arrival date, a percentage of the Rental Fee will be refunded, calculated according to a sliding scale as follows:

Cancellation date falling within following number of weeks of the arrival date	Percentage of Rental Fee to be refunded to Client
2 – 4 weeks	10%
4 – 6 weeks	20%
6 – 8 weeks	30%
8 – 12 weeks	40%
12 weeks or more	50%

5.2 **Changing the date of a booking:** The Client may change the date of a booking to an earlier date, subject to availability and provided that the Rental Fee to be paid by the Client for the revised Rental shall be the greater of the Rental Fee for the previously booked date and the Rental Fee for the new date. No booking can be changed to a later date without cancellation of the original Rental in accordance with Clause 5.1.

5.3 **Cancellation or alterations by Canterbury Cottages:** Canterbury Cottages reserves the right to cancel or alter arrangements made for the Client whether before or during the Rental (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Canterbury Cottages or (b) where in the reasonable opinion of Canterbury Cottages it is necessary to perform or complete essential remedial or refurbishment works. If a booking is cancelled by Canterbury Cottages, it will take reasonable steps to offer an

alternative booking. If Canterbury Cottages is not able to offer such an alternative or the Client does not accept the alternative offered or the altered holiday arrangements (as the case may be), Canterbury Cottages will return to the Client the relevant proportion of the Rental Fee paid by the Client to Canterbury Cottages in respect of the Cottage and will not otherwise be liable for any loss caused by cancellation or alteration if it arises out of circumstances beyond its control.

5.4 Refusals: Canterbury Cottages reserves the right to refuse any booking.

6 DISCLAIMERS

IT IS IMPORTANT THAT CLIENTS READ AND UNDERSTAND THE PROVISIONS OF THIS CLAUSE PRIOR TO THEIR ARRIVAL.

6.1 CANTERBURY COTTAGES ACCEPTS NO LIABILITY FOR ANY LOSS, LIABILITY, EXPENSE, DAMAGE, COST OR CLAIM (TOGETHER, “LOSSES”) INCURRED OR PAID BY THE CLIENT OR ANY MEMBER OF HIS OR HER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE RENTAL, REGARDLESS OF WHETHER SUCH LOSSES ARE DIRECT OR INDIRECT, WHETHER THEY ARISE UNDER CONTRACT, TORT OR OTHERWISE OR WHETHER OR NOT THEY ARE CAUSED BY THE DEFAULT OR NEGLIGENCE OF CANTERBURY COTTAGES OR ITS AGENTS. .

6.2 Canterbury Cottages makes every effort to ensure that the information and Cottage descriptions contained on the Website and in any other marketing materials are as accurate as possible but accepts no liability for any inaccuracy.

6.3 Canterbury Cottages accepts no responsibility for a shortage of water, electricity, or any other utility service at the Cottage where this is as a result of an act or omission of the relevant utility company or for any other reason outside of Canterbury Cottages’ reasonable control.

7 Indemnity

7.1 The Client agrees to indemnify and hold harmless Canterbury Cottages against any loss, liability, expense, damage, cost or claim (whether direct or indirect and including loss of profit and other economic losses) incurred or paid by Canterbury Cottages arising from the Rental or the use or occupation of the Cottage by the Client or his or her party.

7.2 Without prejudice to the generality of Clause 7.1, the Client agrees to indemnify and hold harmless Canterbury Cottages, for the following:

7.2.1 The value of any part of the Cottage, furniture, fixtures, fittings and effects destroyed or damaged as to be incapable of being restored to its previous condition repair by the Client or his or her party;

7.2.2 The cost of repairing any damage to the Cottage, furniture, fixtures, fittings and effects caused by the Client or his or her party, where such damaged item is capable of being restored to its previous condition; and

7.2.3 The cost of additional or unusual cleaning of the Cottage caused by the use of the Cottage by the Client and his or her party exceeding what Canterbury Cottages determines to be reasonable rental use or where the Client has breached the terms of this Agreement.

7.3 A security deposit of £100 is payable by the Client at the time of booking. The Client authorises Canterbury Cottages to deduct from such security deposit any indemnified amount under this Clause 7. Canterbury Cottages will refund the balance of the security deposit to the Client within 2 weeks of the departure date.

8 Comments and Complaints

Canterbury Cottages welcomes positive and constructive feedback and is committed to providing an excellent experience to its Clients. Comments can be sent in writing (including via e-mail) to the address shown on the Website.

All reasonable care will be taken to ensure that the Cottage is presented to visitors to a high standard. In the unlikely event that the Client has any cause for complain upon arrival or during the Rental, the Client should immediately inform Canterbury Cottages, which will take reasonable steps to assist the Client and solve any complaint. Canterbury Cottages will not refund any Rental Fee in respect of complaints made after the Client's departure from the Cottage if the Client fails to inform Canterbury Cottages of the complaint during the Rental.

9 Right to Evict

Canterbury Cottages reserves the right to ask the Client and his or her party to leave the property on immediate notice (without compensation being payable to the Client or any member of his or her party) if in the sole discretion of Canterbury Cottages:

- (a) there has been a material breach by the Client of this Agreement or the behaviour of the Client or any member of his or her party is such as to endanger the safety of others; or
- (b) there has been a non-material breach by the Client of this Agreement or complaints are received by the Canterbury Cottages of anti-social behaviour on the party of the Client or his or her party and the Client has failed to remedy such breach within a reasonable time period stipulated by Canterbury Cottages.

10 Miscellaneous

10.1 Failure to exercise: The fact that Canterbury Cottages does not exercise any of its rights under this Agreement in any particular incidence of breach or default by the Client shall not constitute a waiver by Canterbury Cottages of such right in that or any subsequent incidence.

10.2 Notices: Notices shall be sufficiently served if sent by first class post or e-mail to the address appearing in the Booking Confirmation (in the case of the Client) or the Website (in the case of Canterbury Cottages) or such other address as each party may from time to time have communicated in writing to the other. Notices delivered by first class post shall be deemed to have been delivered 2 business days after posting and notices delivered by email shall be deemed to have been delivered when sent (in the absence of a delivery failure report being received by the sender). Any notice to be served on the Client under this Agreement may be given during the Rental Period by delivery through the letterbox or putting under the front door of the Cottage and shall be deemed to have been received upon such delivery.

10.3 Severance: If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder

of the provision in question shall not be affected.

10.4 No Tenancy: This Agreement is for the Rental Period and is not intended to create the relationship of Landlord and Tenant between the Client and Canterbury Cottages. The Client shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of this Agreement.

10.5 Data Protection: The Client agrees that Canterbury Cottages may contact it from time to time about its business but will not share the Client's personal data with any other party, unless required to do so by law. If the Client does not wish to receive any such information, the Client can ask to be removed from the database at any time by e-mail or in writing.

11 Governing Law and Jurisdiction

11.1 Governing Law: This Agreement shall be governed by and construed in accordance with English law.

11.2 Jurisdiction: Each party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. This clause is for the benefit of Canterbury Cottages and shall not limit the right of Canterbury Cottages to take proceedings in any other court of competent jurisdiction.

12 Contracts (Rights of Third Parties) Act 1999

This Agreement does not create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it.