

## Terms and Conditions

These Terms and Conditions relate to holiday let rentals of Herne, Winterton or The Old Chapel (Hendre House Cottages, Llandeloy, Haverfordwest, Dyfed, SA62 6LW)

IT IS HEREBY AGREED AS FOLLOWS

### 1. Interpretation

- 1.1. Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.
- 1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

### 2. The Lease of the Premises and the Term

- 2.1. The Landlord agrees to let the Premises to the Tenants.
- 2.2. The Lease shall commence on the agreed Start Date at 4:00 pm
- 2.3. The Lease shall end on the agreed End Date at 10:00 am.
- 2.4. The Tenant acknowledges and agrees that the premises are let as holiday accommodation within the meaning of Schedule 1, paragraph 9 of the Housing Act 1998 and that the Tenant has no security of tenure.
- 2.5. The Tenant agrees and acknowledges that as a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.

### 3. The Deposit

- 3.1. The Tenant agrees to deposit the amount of 25% of the total charge ("the Deposit") by bank transfer or cheque with the Landlord to secure the booking.

### 4. The Rent

- 4.1. The Tenant agrees to pay the Landlord the Rent as rent for the Premises.
- 4.2. The balance of the Rent (minus the Deposit) shall be paid to the Landlord by bank transfer or cheque 28 days prior to the rental period.

### 5. Cancellation of Booking

- 5.1. If a booking is cancelled the following will apply:  
  
If the guest cancels or the balance is not paid on time, the booking deposit cannot be refunded.  
  
If the balance payment is not received at 28 days before the holiday starts, the booking will be automatically cancelled. The deposit will be retained. If the guest has paid the full balance, they will receive:

a 50% refund of the total cost if they cancel at least four weeks before the start of the holiday; or a 25% refund of the total cost (minus the booking fee) if they cancel up to two weeks before the start of the holiday  
no refund will be made for cancellations within two weeks of the holiday

- 5.2. Where the Landlord cancels this agreement for any reason and at any time, the Tenant shall be entitled to a full refund of the Deposit and the Rent. The Landlord shall not be liable for any consequential loss or incidental expenditure which the Tenant suffers as a result of cancellation

### 6. Possession & Surrender of Premises and Rights of Access

- 6.1. The Tenants shall take possession of the Premises on the Start Date at the specified time and shall vacate the Premises at or before the specified time on the End Date.
- 6.2. The Tenant shall co-operate with the Landlord by allowing access to the Landlord or his Agent or to any engineer, electrician or tradesman or other person for the purposes of ensuring the Premises and all appliances are safe, or for responding to emergencies which pose a risk of damage to the Premises.
- 6.3. The Landlord shall unreasonably interrupt the Tenants' use and enjoyment of the Premises by making excessive and unwarranted demands for access.

### 7. Provision of Keys

- 7.1. The procedures for the Tenant to collect keys prior to the commencement of the Lease and to return them at the end of the lease shall be agreed separately between the Landlord and Tenant by e-mail following receipt of the Rent.

### 8. Occupation of the Premises

- 8.1. The Tenant's Family or Guests (as agreed between the Landlord and the Tenant in writing and not exceeding the total number on the holiday booking) shall be entitled to occupy the premises in addition the Tenant.
- 8.2. The Tenant undertakes and warrants that he shall require all persons who are permitted to occupy the premises under this section to comply with all obligations and restrictions which are imposed on the Tenant under this agreement.
- 8.3. The Tenant agrees that any damage or breach of this agreement by any person who is permitted to occupy the Premises under this section shall be treated as damage or breach attributable to the Tenant and the Tenant agrees to indemnify the Landlord against any such breach or damage.

8.4. Any damage or breach caused by any person who is permitted to occupy the Premises under this section may be rectified by the Landlord making an appropriate charge for repair or replacement.

**9. Tenant's Obligations and Restrictions on Use of Premises**

9.1. The Tenant undertakes only to use the Premises only for accommodation.

9.2. The Tenant undertakes not to use the Premises for the carrying out of a trade or business, or for any unlawful, questionable or immoral purpose.

9.3. The Tenant undertakes not to use the Premises to store any dangerous or hazardous material or substance, or any item of a flammable or explosive nature which might unreasonably increase the risk of fire or explosion on or around the Premises and which would be considered hazardous by a responsible insurance company.

9.4. The Tenant shall not sublet the Premises or assign any of his interests, rights or responsibilities under this lease without the prior written consent of the Landlord.

9.5. The Tenant shall not use the Premises in any way which impinges on the property rights of neighbours or creates a nuisance.

9.6. The Tenant undertakes not to allow smoking in the premises.

9.7. The Tenant undertakes not to remove any of the furniture from its current position within the Premises.

9.8. The Tenant undertakes to maintain the Premises in good condition during the term of this Lease. The Tenant's shall keep the property clean and ventilated and in cold weather will take steps to ensure that pipes do not freeze.

9.9. The Tenant shall be responsible for keeping drains, waste pipes, baths, sinks, and lavatories free from blockages and shall take care not to dispose of any immiscible or damaging substances such as wipes, sanitary products, oil and grease via the drains or waste pipes.

9.10. The Tenant undertakes to leave the property clean and tidy at the end of the Lease, in the same condition as he found it upon taking possession. Please ensure particularly that the kitchen and all equipment and utensils and the bathroom are left clean and tidy.

9.11 Any complaints should be made to Mrs Michelle Reason so that the owners can investigate and resolve the situation as soon as possible.

**10. Responsibility Security, Loss and Damage**

10.1. The Landlord shall take out appropriate and adequate buildings insurance to protect the premises against flood, fire, subsidence, storms, malicious damage and all other forms of damage.

10.2. The Landlord shall take out appropriate insurance to cover any fixtures, fittings or appliances which belong to him and which are let with the premises.

10.3. The Landlord makes no guarantee as to the security of the Premises, and it is the responsibility of the Tenants to take out adequate insurance to protect their possessions.

10.4. The Tenant acknowledges that where he stores any possessions in the Premises he does so at his own risk, and that the same applies to any vehicles which the Tenant parks in any allocated parking spaces.

**11. Miscellaneous Provisions**

11.1. This document constitutes the entirety of the agreement between the parties and the terms of the Lease. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this Agreement or the terms of the Lease must be made in writing and signed by both the Landlord and the Tenants.

11.2. This Lease shall be governed by the Law of England and Wales.

11.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.