



Terms and Conditions to occupy Old Cragg Hall Barn

1. In these terms and conditions:

1.1 'the Cottage' means Old Cragg Hall Barn

1.2 'the Rental Fee' means the amount to be paid by the Occupant for each week's holiday

1.3 'the Deposit' means the £200 paid upon making a booking and which is non-refundable

1.4 'the damage deposit' means the £250 refundable deposit which is held by the owner to cover the costs of any damage caused by the occupant during the holiday period

1.5 'the Holiday Period' means the period from 3pm on the Commencement Date until 10am on the Departure Date

1.6 'the Occupant' means the persons renting the cottage

1.7 'the Owner' means Angela & Steve Marchant

2.1 The Occupant must pay the Owner the Deposit at the time of booking the Holiday Period and the balance must be paid 2 calendar months prior to the start of the Holiday Period. If the booking is made less than 2 calendar months before the commencement of the Holiday Period the Rental Fee must be paid in full at the time of booking.

2.2 If the Occupant cancels the booking more than 28 days prior to the commencement of the Holiday Period the Deposit will be non-refundable unless the Cottage can be re-let. An administration fee of £30 will be charged.

2.3 If the Occupant cancels the booking less than 28 days prior to the Holiday Period the Rental Fee will be non-refundable unless the Cottage can be re-let. An administration fee of £30 will be charged, plus any difference in Rental Fees.

2.4 If the Owner cancels the booking for any reason prior to the commencement of the Holiday Period they will give to the Occupier a full refund of the Deposit and/or Rental Fee.

3.1 These terms and conditions are granted by the Owner to the Occupant for the Holiday Period and are not intended to create the relationship of Landlord and Tenant between the parties.

3.2 The Occupant shall not be entitled to a new 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 determination of these terms and conditions.

4. The Owner permits the Occupant to occupy the Cottage for the Holiday Period for the Rental Fee, payment of which is required in advance, together with use of the furnishings, kitchen equipment, crockery, glasses, bedding and towels as described at www.oldcragghallbarn.co.uk.

5. The Holiday Period will commence at 3pm on the Commencement Date and the Occupant must have vacated the Cottage, with all his or her family and effects, by 10am on the Departure Date. Failure to do so will result in the Occupant being charged a further weeks Rental Fee.

6. If the Rental Fee and the Deposit are paid by cheque they should be in favour of Mrs Angela Marchant and 5 days should be allowed for clearance.

7. The Owner will issue to the Occupant 1 set of keys to the Cottage on the Commencement Date and the Occupant must return them to the Owner on the Departure Date.

8. If the Occupant loses a key the Owner will replace it upon the Occupant paying the costs of having a replacement cut.

9. The Occupant must be responsible for paying for use of the mobile telephone in the Cottage during the Holiday Period.

10. The Occupant must:

10.1. allow the Owner or his agent to enter the Cottage to inspect the state of it, on prior appointment save in emergency when immediate access must be granted;

10.2 keep the Cottage and the furniture, kitchen equipment, glass, crockery, bedding and towels clean and in good condition and be responsible for repairing any damage;

10.3 not cause any damage to the floors, walls, doors or windows of the Cottage;

10.4 not use the Cottage or allow its use for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner.

11. The Occupant must not use the Cottage except for the purpose of a holiday by the Occupant and the Occupant's family during the Holiday Period, and not for



any other purpose or longer period.

12. The Occupant and his or her family must comply with the regulations in the cottage manual and any other regulations notified to the Occupant from time to time during the Holiday Period and ensure that they are observed by all members of the family.

13. The Occupant and his or her family must not do anything or permit anything to be done that would or may result in the insurance of the Cottage becoming void or voidable or the premium on it being increased.

14. The Owner must allow the Occupant and his or her family enjoyment and use of the Cottage for the Holiday Period free of interruption except in emergency.

15. The Owner will provide clean bed linen and towels, drying-up cloths, soap, lavatory paper, washing-up liquid, and cleaning materials as reasonably required during the Holiday Period.

16. The Owner confirms that all the electrical appliances and equipment provided by the Owner are safe and will not cause damage and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol. Additional electrical apparatus may not be connected to the electrical system and the existing apparatus may only be used at the density of one item to each outlet plug. The Occupant must not extend the electric wiring or cause overloading to the electrical system.

17. The Owner confirms that the furniture and furnishings in the Cottage comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

18. These terms and conditions may be determined before the end of the Holiday Period by the Owner giving the Occupant notice only in the event of the Occupant being in material breach of the terms of this agreement or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of the Occupants default the Owner shall return to the Occupant the appropriate proportion of the Rental Fee attributable to the then unexpired remainder of the Holiday Period.

19. Any personal information that you provide to us will only be used for the purpose stated at the time we request it (mainly to secure your holiday booking).



This information will not be disclosed to a third party except where authorised by you or as otherwise permitted by the Data Protection Act.

20. Any notice to be served on the Occupant under this agreement may be given during the Holiday Period by delivery direct to the Occupant or putting under the front door of the Cottage and shall be deemed to have been received upon the expiration of 24 hours after service.

The Regulations

1. A maximum of 6 people can be accommodated in the Cottage.
2. No pets are allowed in the Cottage.
3. Children must be supervised at all times.
4. Care must be taken if moving furniture on the oak floors to ensure the floors are not damaged.
5. Shoes which may damage the oak floors, e.g. stilettos, must not be worn in the Cottage.
6. Coasters or other suitable protection must be used to protect the window boards and furniture from beverages.