

## **La Ultima Casa Terms and Conditions**

In these terms and conditions the following terms have the following meanings:

‘Accommodation’ means the cabaña shown in the confirmation invoice or as may otherwise be agreed in writing between the Owner and the Visitor;

‘Agreement’ means the agreement between the Owner and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

The Owner means Karen Goody and Peter McCabe of 24 West Park Avenue, Richmond, Surrey, TW9 4AL

‘Visitor’ means the person named in the confirmation invoice.

### **1 Agreement**

1.1 The making of a booking (unless cancelled within 7 working days of receipt of the confirmation invoice) will form an agreement on these Terms and Conditions between the Visitor and the owner for the holiday rental of the Accommodation.

1.2 The Owner permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice or email together with the use of its contents.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these terms and conditions.

### **2 Price Changes**

2.1 The confirmation invoice will show the holiday price at the time of booking.

2.2 If the Owner has not heard back from the Visitor within 4 weeks it shall notify them again and if it has still not received confirmation within a further 4 weeks it shall have the right to terminate the booking. In such circumstances, The Owner will only be liable for the return of the deposit.

It is important in order for The Owner to correspond with the Visitor that the Visitor keeps the owner notified of any changes in their contact details by writing to Karen Goody, 24 West Park Avenue, Richmond, Surrey, TW9 4AL or by calling or 02088789879 or 07790443810 or e-mailing: karen@laultimacasa.com

### **3 Booking and Payment Terms**

3.1 For bookings made 6 weeks or more in advance, the booking for a holiday will be effective when a deposit of at least one third of the holiday price (rounding up to the nearest pound sterling) has been received by The Owner. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days. The full balance of the total holiday cost (including any increase made in accordance with these Terms and Conditions) will be payable not later than 6 weeks before the holiday begins.

3.2 For bookings made for a holiday less than 6 weeks away, full payment must be made at the time of booking.

3.3 All payments can be accepted in Pounds Sterling or Euros and can be made using electronic transfer or cheque.

### **4 Cancellation**

4.1 If a visitor wishes to cancel a booking it must give The Owner notice in writing as soon as possible. A 100% cancellation charge will be payable. On receipt of the written cancellation The Owner will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00 (fifty pounds) to cover office administration.

4.2 If, following a booking, the full balance is not paid on time, The Owner shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by The Owner then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

### **5 The Owner Right to Refuse/Alter**

5.1 The Owner may, at its discretion, refuse any booking.

5.2 The Owner may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) due to circumstances beyond the reasonable control of the Owner; or (b) to perform or complete essential remedial or refurbishment works.

5.3 If a booking is altered or cancelled by the Owner due to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative booking. If The Owner is not able to offer such an alternative or the Visitor does not accept the alternative offered, The Owner will return to the Visitor the relevant proportion of the money paid by the Visitor to The Owner in respect of the Accommodation and will not

otherwise be liable for any loss caused by such alteration or cancellation.

## **6 Maximum Numbers of Visitors**

Occupation must be limited to the maximum number of persons for the Accommodation stated in the website, in the available beds only – no tents, touring caravans or campervans are allowed. The occupation limits are set in line with the level of services available in the house and caravan. To exceed the maximum number of persons in a cottage overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

## **7 Services**

The holiday price will include all charges for water, gas, electricity. Visitors must comply with the instructions found in the welcome pack in the Accommodation regarding the appropriate fuel for use on open fires or stoves within the Accommodation. Any damage caused by using inappropriate fuel will be charged to the Visitor.

## **8 Liability and Loss of Visitor Property**

8.1 Any Visitor's property found at the Accommodation or on the Owner's property or lost property will normally be disposed of if it is not collected within 6 months and The Owner may charge a reasonable administration fee to cover the costs of storage and handling of lost property.

8.2 The Owner will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

- a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the Owner.

## **9 Pets**

9.1 Dogs are not permitted. There are many animals that use the land surrounding the Accommodation including sheep, dogs, cows, horses and goats. These animals are not domesticated and it is strongly advised that the Visitors do not interact with the animals and if they do so it will be at their own risk. The animals should not be approached or petted. The Owner does not take responsibility for any loss or damage caused by the animals to the Visitors, their party or their property. To this effect we advise that cars should be parked within the inner fence of the house.

## **10 Right of Entry**

10.1 As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. The Owner and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

10.2 The Owner will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 – 15.30. If this is not possible the Owner will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

## **11 Visitor Obligations**

11.1 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

11.2 The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

11.3 The Visitor must allow The Owner and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

11.4 The Visitor must not use the Accommodation 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 The Owner or to any neighbours.

11.5 The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.

11.6 Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the

Accommodation.

11.7 The use of candles or fireworks by the Visitor or his or her party at the Accommodation is not permitted unless expressly agreed in writing with the Owner. Use of Barbeques is permitted but only in designated areas outside the house and must not under any circumstances be left unattended.

## **12 Damages and Security Charge**

12.1 The Owner recommends that Visitors hold personal insurance for accidental damage and personal liability.

12.2 If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to The Owner immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

12.3 All bookings will be subject to a refundable security charge of £100 per booking. This security charge provides cover for the cost of any minor damage and/or breakages caused by the Visitor in, at or to the property, as well as any requirement for additional cleaning where the Accommodation is not left clean. The charge is payable to The Owner with the final balance. If the security charge is not sufficient to cover the cost of any additional cleaning, breakages and/or damage caused, the Visitor will be responsible for full payment of any additional charges, costs and/or losses incurred on request.

## **13 Occupation**

13.1 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

13.2 The maximum occupancy of the Accommodation shall not be exceeded. However The Owner will always give reasonable consideration to specific requests for use of the Accommodation which may relate to occupancy (for example, a function or celebration). If the Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of The Owner. If permission is granted, an additional charge will be made.

## **14 Water Supply**

The Owner cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought or for any other reason outside of The Owner's reasonable control.

## **15 Comments/Complaints**

15.1 Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the Owner. Reasonable steps will then be taken to assist the Visitor.

15.2 The Owner is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify the Owner or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

15.3 Visitors must provide a contact telephone number and suitable time for the Owner to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of the owner to resolve problems or complaints. If despite contacting the Owner the problem or complaint remains unresolved, the Visitor must contact the Owner again. The Visitor must not independently move to other accommodation without first allowing the Owner the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation or repayment.

15.4 Visitors must formally confirm any unresolved complaint in writing to The Owner within 28 days of return from holiday, addressed to: Karen Goody, 24 West park Avenue, Richmond, Surrey, TW9 4AL.

## **16 Arrival and Departure Times**

16.1 The Visitor and his or her party must arrive after the arrival time (2pm on the first day of the holiday period) and depart before the departure time (11am on the last day of the holiday period). These times can be flexible if it is possible and agreed in advance. The Owner especially recommends arrival before 5pm in winter months because access to rural Accommodation is often made more difficult due to lack of local lighting. Any stay that extends over this period will be subject to a charge being made for additional days.

16.2 The Visitor will be issued with a set of keys to the Accommodation on or before the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

## **17 Rural way of life**

The Accommodation is located in a rural areas and any action by the Visitor and his or her party that interrupts or endangers the livelihood of others authorised to use the Accommodation and/or the surrounding land belonging to the Owner, will constitute a breach of the Agreement by the Visitor.

**18 Right to Evict**

The owner may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

18.1 this is deemed necessary by the Owner where there is a serious breach by the Visitor of the Agreement or the Visitor’s or his or her party’s behavior endangers the safety of other visitors or members of staff; or

18.2 any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

**19 Governing Law**

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

Visitor:

Booking date:

£100 returnable breakages deposit to be paid before release of keys.

I agree to the above terms and conditions

Signed ..... Name..... Date.....

Please sign and return to

Karen Goody

24 West Park Avenue

Richmond

Surrey

TW9 4AL