

## Terms and Conditions

1 The Contract of Hire (the 'Booking') is between you ('the Hirer') and Swan Lodge Barns Developments LLP ('the Owner') whose registered office is at Devonshire House, 60 Goswell Road, London EC1M 7AD and who owns the relevant building(s) at Swan Lodge Barns for which the booking is made ('the Property')

2 A non-refundable deposit of 30% of the full rental for the Property should accompany a completed booking form. The balance is due eight weeks before the commencement date of the period of hire. If the booking is made within the eight weeks preceding the commencement date, the full rental will be required. The Owner reserves the right to cancel a Booking where full payment has not been received by the 28<sup>th</sup> day before the commencement date.

3 Direct bank transfers are preferred, details on request. Cheques should be made payable to Swan Lodge Barns Developments LLP and posted to 4 Keildon Road, London, SW11 1XH. Credit Cards are not currently accepted.

4 Value Added Tax at 17.5% is included in the cost of the Booking. A VAT invoice will be issued on receipt of payment.

5 Submission of a signed booking form with the part payment or full amount paid will be deemed to be an acceptance of these terms and conditions and a confirmation of the details set out in the booking form. The person who signs the booking form ('the Party Leader') warrants that they are authorised to agree to these terms and conditions and that they are acting on behalf of all persons including those substituted or who join the party at a later date. The Party Leader is responsible for ensuring that all persons occupying the Property comply with the terms and conditions and in all respects. The Party Leader must be at least 18 years of age at the time of booking.

6 The period of hire shall be from 3.00pm on the day of arrival at the Property and the Property should be vacated by 10.30am on the day of departure unless otherwise stated or agreed in writing. If the Hirer is unable to arrive at the Property by 6.00pm the Hirer must inform the Owner of their intended late arrival. If the Hirer fails to arrive by midday on the day following the commencement date and has failed to notify the Owner, this will constitute a cancellation by the Hirer.

7 If the Hirer is forced to cancel the booking, the Owner must be immediately informed in writing. In all cancellation situations the deposit is forfeited and where the booking is made less than 8 weeks before the commencement date, the full rental is forfeited. The Owner will make every endeavour to re-let the Property, but the Hirer will remain liable for full/part payment on a pro rata basis if the Owner is only able to re-let part of the booking. In the event of the Property being fully re-let then an administration fee of £25 (plus VAT) will be deducted prior to any reimbursement made to the Hirer. It is strongly advised that cancellation and travel insurance are taken out by the Hirer prior to making the booking.

8 The Owner may consider a request from the Hirer to change the dates of the booking after confirmation has been issued. Agreement will be given subject to the following conditions being met:

- a. The request is received more than eight weeks away from the start of the booking
- b. The Hirer pays an administrative fee of £25 (plus VAT).

9 The Owner will not be liable for the death of or injury to any person at the Property, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses, except where such death, injury or loss is due to the negligence of the Owner.

10 The Owner will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Property either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the Owner.

11 The maximum number of guests in the Property shall be no more than six (or 12 if both barns are booked) unless prior written agreement is given by the Owner. The Owner reserves the right to refuse the Hirer admittance if this condition is not observed. In addition, the Owner reserves the right to refuse entry/bookings from guests who may, in the Owner's reasonable opinion, be unsuitable for the Property concerned. Any Property occupied is strictly on the basis that the accommodation is for holiday use only and that no right to remain in the Property after the end of the period of hire exists for the Hirer or for any person or persons who occupy the Property. All persons will vacate the Property at the conclusion of the period of hire. The Hirer shall not sub-let the Property or any part of the Property or any equipment from the Property.

12 The Hirer has full responsibility for ensuring that at all times the Property and its contents are maintained in as clean and tidy a condition as they are found at the commencement of the period of hire. The Hirer must check the Property and its contents immediately upon arrival and notify the Owner or his representative immediately of any faults or damaged items. **The Hirer is expected to leave the Property in the same state of cleanliness, general repair and order in which it was found. An additional charge may be made if extra cleaning is required.** The Hirer shall be liable to the Owner for any loss, costs, expenses or claims arising from any damage caused to the Property and/or its contents by the deliberate or negligent act or omission of the Hirer or any person in the Hirer's party. If, as a result of such damage, the Property and/or any of its contents need to be replaced then the Hirer shall be responsible for paying the reasonable costs of doing so. The Owner reserves the right to reasonably require the Hirer and their party to leave the Property in the event of serious damage having been caused.

13 One set of keys will be made available to the Hirer upon arrival. If the set of keys is lost or not returned at the end of the Booking, a fee of £200 is payable to cover the cost of fitting new locks and cutting new keys. The Property must be securely locked and alarm set when unoccupied and care must be taken by the Hirer and their party not to expose the Property to any fire or flood risk.

14 The Owner reserves the right to enter the Property at any reasonable time for all reasonable purposes, having given notice to the Hirer wherever possible, however the Owner will respect the Hirer's right to privacy and will attempt not to disrupt the holiday.

15 Smoking in the property is strictly prohibited. The Owner reserves the right to invoice the Hirer £200 if it is believed that the Property cannot be re-let owing to the smell of smoke after the Booking. This additional charge covers the cost of deep-cleaning all fabrics and furnishings, at short notice, to re-let the Property as a non-smoking property to in-coming guests.

16 The Property is in close proximity to other occupied residential buildings and there is therefore a zero tolerance policy on late night noise. All music must be turned down so as not to be audible outside the property after 9.00pm or prior to 9.00am. All outside music is prohibited in consideration

of other guests. If complaints are received regarding noise levels the Hirer may be required to vacate the Property immediately. Please consider this **prior** to making a booking.

17 Whilst the Owner has used best endeavors to ensure the accuracy of all information supplied, and ensures that the details of the Property have been given in good faith, no warranty is given as to their accuracy and the Owner does not accept responsibility or liability for any loss or damage resulting from information given or statements made whether orally or in writing. All information on the website is given in good faith and is correct at the time of being published. The Owner cannot be held responsible for changes beyond its control, which may become known after publication.

18 The Owner gives no guarantee or warranty as to the state or condition of the Property and will not be liable for any act, negligence or default on his part or any other person, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property which the Holidaymaker or any other person may suffer or incur (subject to paragraph 9). Although the Owner will use his best endeavours to fix any broken domestic appliances or other equipment/contents as soon as possible, the Hirer acknowledges that due to the potentially limited duration of any period of hire, it may not be possible to repair such items during the period of hire.

19 The booking is made on the understanding that the Property is available to the Hirer on the dates stated on the booking form. If for any reason beyond the Owner's control (including but not limited to fire, storm damage, illness) the Property is not available on the dates booked, the Owner will use best endeavours to locate alternative accommodation for the Hirer but cannot guarantee that such will be located and if such cannot be found or is not suitable for the Hirer then all monies paid by the Hirer shall be returned in full. The Owner shall not be liable for any loss, expense, inconvenience or otherwise resulting from such unavailability or unsuitability and the Hirer shall have no claim against the Owner. The Hirer shall advise the Owner within 7 days of alternative accommodation being located as to whether such alternative accommodation is acceptable. If the alternative accommodation is more expensive, the Owner reserves the right to charge the difference in cost to the Hirer.

20 In the unlikely event that the Hirer is for any reason not satisfied with the Property, the Owner must be contacted so that the problem can be rectified immediately. Failure by the Hirer to notify the Owner of any complaint prior to departure will entitle the Owner to refuse to acknowledge the Hirer's complains, irrespective of its merits as it will be appreciated that it will then be impossible for the complaint to be effectively investigated. Under no circumstances will the Owner's liability exceed the full rental price paid for the Property, except in the case of liability under paragraph 9 for the purpose of which the Owner carries Public Liability Insurance.