

THE ART HOUSE

Contract - Terms and Conditions

1. DEFINITIONS

In these conditions the Client is the person who has made arrangements with the Owner or the Owner's Representative as the principal contact or party leader and is the first-named person on the Booking Form.

The Owner is Jonathan Callow. (Where the term Owner is used in this document it is taken to read as Owner or Owner's representative / letting agent). The Property is as named above: The Art House, Itchenor, West Sussex, PO20 7DA

2. MAKING A RESERVATION

At the point of making a provisional booking, the Client shall receive a copy of the Terms and Conditions and a Booking Form. At this point either the deposit of 30% of the rental amount or the full rental payment (should the booking be made less than eight weeks prior to the rental) shall be due. At the same time the Owner will require a returnable cautionary deposit of £350.00.

3. CONFIRMING A BOOKING

To confirm a booking the Client must acknowledge that they have read and accept the Terms and Conditions of the rental. The Client is deemed to have accepted the Terms and Conditions on behalf of all the members of the party which binds them jointly and severally to the terms therein. Once the Owner has received payment as above the booking is deemed confirmed.

4. PAYMENT OF BALANCE

Payment of the balance of the accommodation cost is due in cleared funds a minimum of 8 weeks prior to the arrival date. It is the Client's responsibility to ensure that payment is received by the due date. Non-payment of the balance will be deemed as a cancellation and a cancellation fee of 30% of the unpaid amount shall be due and owing to the owner. The Owner either accepts payment by online transfer or by cheque. In the latter case, it is the Client's responsibility to ensure that the funds are received by the Owner by the due date.

5. PAYMENT OF CAUTIONARY DEPOSIT

A Cautionary Deposit of £350 is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable or unsecured state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents and/or any extra or excessive cleaning required.

6. REFUND OF THE CAUTIONARY DEPOSIT

The Cautionary Deposit will be refunded within seven days of your departure from the property less any costs incurred. In the event of damages attributed to the Client or a member of their party during their stay the Owner shall notify this to the Client as quickly as reasonably possible together with any evidence provided by the Owner. The cost of any remedial action shall be deducted from the Cautionary Deposit and the balance refunded to the Client. In the event that rectification for losses or damage caused by the Client or a member of their party exceeds the Cautionary Deposit held, the Owner shall notify the Client of any additional cost over and above the Cautionary Deposit and for this reason adequate personal liability insurance is strongly recommended. The Client is responsible for providing the Owner with their correct bank account details.

7. VAT

The Owner is not registered for VAT and therefore no VAT is payable on the rental sum.

8. BOOKING AMENDMENTS

By agreeing to the Terms and Conditions the Client warrants they will not sell or transfer the booking to another party. The property should not be used for commercial purposes by the Client without prior permission from the Owner.

9. OWNER CHANGES TO ACCOMMODATION

In exceptional circumstances, it may be necessary to amend the arrangements made by the Client and the Owner reserves the right to do so. Where such changes are considered to be a significant alteration of an essential item of the contract, such as a change of property, provided it does not arise from circumstances amounting to Force Majeure, the client will be given the choice of either accepting the alternative arrangements or of cancelling the booking. In the event of cancellation, as soon as the Owner has been notified in writing, all payments will be refunded.

10. BOOKING CANCELLATION POLICY

A booking can only be cancelled prior to the accommodation start date and, once cancelled, cannot be reinstated. A new booking will need to be made. The Client must inform the Owner in writing of the wish to cancel the booking and where cancellation notice is received after the deposit has been paid and not less than eight weeks prior to the booking start date, then the deposit is forfeited. Where cancellation notice is received after the balance is either due and/or has been paid and is less than eight weeks prior to the booking start date the Client shall be liable for the full cost of the booking. However, if the Owner is able to re-let at short notice then the Client will be refunded the full cost of the booking less the deposit.

11. BOOKING CANCELLATION BY THE OWNER

It is extremely unlikely that the Owner cancels a confirmed booking. If, however, for reasons beyond the reasonable control of the Owner the property is no longer available, the Owner reserves the right to cancel a booking. In this event the Owner will inform the Client as soon as possible. Provided that the cancellation does not arise from reasons of Force Majeure all monies paid by the Client will be refunded.

12. ARRIVAL AND DEPARTURE TIMES

The rental starts from 16.00 on the day of arrival and terminates at departure by 10.00 on the day of leaving. The premises must be clean, tidy and vacated by this time. Changes to these times can be requested prior to arrival but are subject to confirmation from the Owner and may incur a charge.

13. PARTY SIZE AND MEMBERS

The limit on the maximum number of guests that can be at the property is 14 persons (excluding babies in cots). The number of guests at the property must not exceed this limit except with prior written agreement from the Owner. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed. Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior agreement from the Owner or if additional Clients are given unauthorised access to the property, then any additional costs incurred will be deducted from the Cautionary Deposit. The Owner reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

14. ADDITIONAL REQUIREMENTS

A Client requesting additional services such as extra cleaning or catering is required to arrange these as far in advance as possible of the arrival date. All additional requirements are subject to availability and are not guaranteed.

15. CARE OF THE PROPERTY

The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair, location and condition at the end of the rental period as found at the beginning. In the event of any damage to property or equipment during the stay, the Client is required to notify the Owner. The Client shall leave the property in a clean and tidy condition which includes all washing up and placing all rubbish in the appropriate outdoor waste and recycling bins. Decorations should only be attached with non-marking products (such as Blu-tack. Tape should be avoided). All decorations and remnants of fixing products must be removed before departure. Additional cleaning required to remove adhesives will be treated as damage. The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. The Client also agrees to adhere to any specific noise restrictions in place at the property. The Owner reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. The Owner is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition. Failure of the Client to exercise reasonable care may result in deductions being made from the Cautionary Deposit.

16. PERSONAL BELONGINGS

The Owner cannot accept any responsibility or liability for loss of or damage to any of the Client's personal items, belongings or vehicles, however caused. If the Owner is required to enter the property during a stay (e.g. to make urgent repairs or cleaning) the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used. Any personal belongings left behind after departure will, at the Client's request, be returned to them. An at-cost charge will be made to cover expenses associated with carrying out this request.

17. LINEN

All beds booked will be made up with clean bed linen, and towels for each guest will be supplied. Should the Client make a separate arrangement with the Owner for additional persons to be allowed to stay in the property, over and above the normal maximum, the Client and the Owner together shall make an agreement over bedding supply. Sun cream, fake tan, waterproof make-up, glitter and hair dye can all cause permanent damage to bedding, linen and towels. The Owner asks that the Client take care when/if using these products. The Owner recommends that Clients planning to use such products during their stay bring their own spare linen to prevent damage to items within the property. If damage/staining does occur and the items cannot be cleaned, a charge may be levied from the Cautionary Deposit to replace these items.

18. SMOKING

Please note that the Art House is a non-smoking property. Clients failing to adhere to this condition may forfeit the Cautionary Deposit. Smoking may take place outdoors but cigarette ends must be thoroughly extinguished and discarded in the waste bins.

19. PETS

Well behaved pets are welcome at the Art House.

20. AUTHORITY TO SIGN

The person who completes the Booking Form certifies that they:

- Are authorised to agree the booking conditions on behalf of all persons included on the Booking Form including those substituted or added at a later date, and binds them jointly and severally to these terms.
- Are over 18 years of age
- Agree to take responsibility for the party members occupying the property.

21. INSURANCE REQUIREMENTS

Although not mandatory, the Owner strongly advises the purchase of holiday insurance, which at least includes holiday cancellation cover for the value of their booking, for their own peace of mind. The Owner shall not be liable for circumstances that may prevent you accessing the property (see Force Majeure). Clients are legally responsible for any damage caused by them during their stay at the property so it is strongly recommended that any insurance cover includes losses due to personal liability claims.

22. PROPERTY STANDARDS

It is recognised by the Client that the property is a family home and it is agreed that the Client will take all due care of the Owner's belongings and respect any areas which the Owner has requested are not used by the Client and their party.

23. PROPERTY MAINTENANCE ISSUES AND COMPLAINTS

The Client must report any pre-existing damage noticed upon arrival within 24 hours. If any issues arise during the stay the Client must contact the Owner as soon as reasonably practical for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

24. PRIVACY POLICY

The Client agrees not to exploit for commercial purposes any photographic or moving images of the property, under any circumstances.

25. LIABILITY

The Owner shall not be liable for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with, the rental accommodation unless the Owner has been negligent. In addition, the Owner accepts no liability for loss of or damage to a Client's possessions on the Owner's property or land.

26. FORCE MAJEURE

The Owner cannot accept any liability or pay any compensation where the performance of their contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which the Owner could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road works, unplanned suspension of local services such as power, water and internet supply, unavoidable technical problems with transport and all similar circumstances beyond his control.

27. BREACH OF CONTRACT

If any of the above conditions are breached by the Client or any member of their party, the Owner reserves the right to enter the property and request that the party leave the property with immediate effect.

28. GOVERNING LAW

This agreement is governed by English law with English Courts having exclusive jurisdiction.