

Property Booking Conditions

1 GENERAL

Sarah Hutchins Associates ("SHA") acts as a booking agent and not as a principal. It arranges bookings of holiday accommodation as agent for the owners of that accommodation ("the Property Owner").

2 FORMATION OF CONTRACT

- 2.1 Before making a booking, you must telephone or write to SHA to obtain confirmation that the chosen property is available for the dates required. You must send SHA a completed and signed booking form and a cheque for the deposit within 5 days of receipt of confirmation of availability.
- 2.2 A binding contract between the person who has signed the Booking Form and the Property Owner will be made when SHA issues the holiday confirmation statement as agent for the Property Owner. You are responsible for payment of the price of the accommodation and the compliance of members of the party stated on the Booking Form with any of these conditions dealing with occupancy of the property.
- 2.3 Bookings cannot be accepted from people under 18 years of age at the time of booking.

3 PAYMENT

- 3.1 Bookings and reservations will only be accepted by SHA upon receipt of a deposit of thirty percent of the total rental (unless otherwise stated). Cheques should be made payable to Sarah Hutchins Associates.
- 3.2 The balance must be paid no later than 8 weeks before the commencement of the holiday. Failure to pay the balance at this time will constitute cancellation by you. Receipts and directions to the property will be sent on receipt of the balance. Some properties may have different arrangements for payment of the balance which will be explained at the time of booking.
- 3.3 If you are booking less than 8 weeks before departure, the full rental is payable on sending the Booking form to SHA (unless otherwise stated.)
- 3.4 Receipt and banking of any deposit shall not constitute acceptance of any booking.
- 3.5 All payments should be made to SHA at the address stated at the bottom of the Booking Form.

4 THE PRICE

Prices are in pounds sterling and the rental period is weekly, unless otherwise stated. Often the minimum let is two weeks. Properties are let fully furnished and equipped including tableware, bath and bed linen, but not including swimming towels. Fuel for lighting, cooking, refrigeration and hot water is included in the cost of the rental but not heating fuel, the cost of which must be paid directly to the owner or his representative during your stay. Cots are sometimes available but you are asked to provide your own cot linen. Please check when making reservations. A telephone deposit is required. Usually there is a meter for charging but if not a delay of up to 8 weeks in estimating your bill is not unusual. Some properties have different conditions for letting which are indicated before making the booking.

SHA shall be entitled to vary the advertised selling price to reflect:

- a) any change in the exchange rates of the pound sterling and any relevant currency since the date of confirmation of the booking;
- b) any increase in the cost of services included in the booking, provided otherwise than by SHA, its servants or agents;
- c) the imposition of any tax, charge or levy whether in England or elsewhere provided that any surcharge raised in accordance with (a), (b) and (c) of this paragraph shall not exceed 12% of the total Price.

5 ALTERATIONS OR CANCELLATION BY SHA

In the unlikely event that it is necessary to make an alteration to or cancel the accommodation you have booked, SHA will immediately inform you of such alteration or cancellation and if requested SHA will, if possible, arrange alternative holiday accommodation of a similar type and standard and in a similar location as that originally requested by you (though SHA reserves the right to charge you any difference in price).

6 CANCELLATION BY YOU

- 6.1 Any cancellation made by you (for whatever reason) shall be in writing addressed to SHA at the address stated at the bottom of the booking form. The effective date of cancellation is when written notification is received by SHA.
- 6.1.1 If SHA receives written notification from you to cancel the holiday 8 weeks or more before its intended start date, then SHA will refund all monies paid less the Deposit.
- 6.1.2 If SHA receives written notification from you to cancel the Booking less than 8 weeks before its intended start date, you are liable to pay the full cost of the accommodation for the cancelled period. If SHA is able to re-let the accommodation for the cancelled period, the balance will be returned to you less the deposit plus a basic retention of £100 and SHA's administrative costs.
- 6.2 For the avoidance of any doubt, please note that insurance premiums are not refundable.

7 AMENDMENTS BY YOU

Upon receipt of your confirmation statement, please check the details to make sure they are Correct. Any corrections can be made up to 21 days from receipt of confirmation, but cannot be rectified beyond that date. If, after your booking has been accepted, you require us to amend it in any way or to re invoice you, we reserve the right to charge an amendment fee of £25 per Booking Form. SHA also reserves the right to treat a change of property and/or Booking dates made at your request as a cancellation of one holiday and the booking of another.

8 INSURANCE

SHA strongly recommends clients take out holiday insurance to protect against the risks of cancellation, medical expenses and baggage loss whilst overseas.

9 INFORMATION

- 9.1 Whilst SHA makes all reasonable efforts to ensure that descriptions supplied by Property Owners are accurately reproduced, we cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph/illustration/text used and the actual property may arise.
- 9.2 Property Owners reserve the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, Property Owners reserve the right to alter or remove furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice.
- 9.3 If material changes occur after your booking is confirmed, SHA will advise you if there is time before departure.

10 NUMBER OF PEOPLE USING ACCOMMODATION

The number of persons using the accommodation shall not exceed the maximum number stated in the relevant property description without prior written agreement from SHA. A supplement will be payable for extra beds. In the event that the maximum number is exceeded without such agreement, the Property Owner reserves the right to refuse or revoke the booking (at their sole discretion).

11 ACCESS

The Property Owner or his/her representative shall be allowed access to the accommodation at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance.

12 ARRIVAL AND DEPARTURE

12.1 Unless you are advised otherwise, the normal time of occupation is after 4.00 pm on the holiday start date and the accommodation must be vacated by 10.00 am on the last day. If these times are difficult please advise SHA at the time of booking. If your arrival is delayed you must inform the Property Owner or his representative so that suitable arrangements can be made for entry to the accommodation.

12.2 If you are unable to arrive at the accommodation by midday on the day following the holiday start date, you must inform the Property Owner of your intended late arrival. Failure to arrive by midday on the day following the holiday start date and failure in those circumstances to inform the Property owner constitutes cancellation by you.

13 PETS

Pets are not allowed without prior written permission of the Property Owner.

14 YOUR RESPONSIBILITIES

14.1 You agree to keep the accommodation and all furniture, fittings and effects in or on the accommodation in the same state of repair, cleanliness and condition as at the commencement of occupation, and will leave the accommodation in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your occupation, and you are responsible for paying appropriate compensation to the Property Owner direct or to SHA as agent for the Property Owner.

14.2 A Security Deposit may be required for the property. This will be payable with the balance 8 weeks ahead or may be payable locally at the time of occupancy. If no loss or damage has occurred, the full Security Deposit will be repaid to you.

14.3 The following is strictly forbidden in the property: parties, prostitution or the use of illicit drugs. If evidence of any of this is found, then the owner reserves the right to ask you immediately to vacate the property and forfeit the rent paid.

15 COMPLAINTS

In the unlikely event that you are disappointed with the accommodation, you should first contact the Property owner or caretaker who will use all reasonable endeavours to solve the problem. Where this is not possible, you should contact SHA. If after that you still feel that the problem has not been resolved to your reasonable satisfaction, then you must within 7 days of returning from holiday put your comments in writing to SHA who will forward them to the Property owner.

16 LIABILITY OF SHA AND PROPERTY OWNER

16.1 Death or Personal Injury – Neither SHA (as agent for the Property Owner) nor the Property Owner shall be responsible for the death of or personal injury to any persons using the accommodation unless this results from the proven negligence of themselves or their employees.

16.2 Force Majeure – SHA shall not be liable for any loss, breach or delay due to any cause beyond SHA's reasonable control including though not limited to act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, embargoes, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. Under any such case SHA shall be entitled to treat the contract as discharged.

- 16.3 In the event of such discharge, SHA's liability shall be limited to the return to you of sums you have paid SHA less an administrative charge of £20 to cover SHA's reasonable expenses.
- 16.4 SHA cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers, etc. nor for failure of public utilities such as water and electricity.
- 16.5 Neither SHA nor the Property Owner is responsible for noise or disturbance originating beyond the boundaries of the accommodation or which is beyond the control of SHA and/or the Property Owner.
- 16.6 SHA will try to ensure that details of properties provided by Property Owners are accurate, but the property will not necessarily have been visited and inspected by a representative of SHA. SHA is dependent on the Property Owner retaining the property for you. SHA knows of no reason why the Property Owner might not retain the Property but your sole remedy for failure of a Property to comply with its description or for failure by a Property Owner to make a Property available in accordance with his/her contract with you is against the Property Owner.

17 **LAW**

All contractual obligations arising out of these booking conditions shall be deemed to come into existence in London, and be subject to English law and the exclusive jurisdiction of the English courts.