

## **1, THE BEECHES & SCOTCH HALL COTTAGE HOLIDAY HOMES (trading as Marling Ltd)**

### **BOOKING TERMS & CONDITIONS**

#### **1. CONTRACT**

Marling Ltd arrange short term holiday rentals of Properties as the Owners of the Properties. The contract in all cases is between the Owners of the Property and the Client. The contract will be entered into when Marling Ltd issues the confirmation form and will be subject to all booking conditions. The Client should check the booking confirmation documents carefully.

#### **2. PAYMENT**

A deposit of 1/3 of the rental fee is payable if the booking is made more than 8 weeks before the start of the rental. The balance shall be payable 8 weeks before the commencement of the rental. Non-payment of the rent on or before the due date shall be construed as a cancellation of the contract by the Client. For bookings made less than 8 weeks before the commencement of the rental the total fee is payable on sending the Booking Form. All payments shall be made to Marling Ltd at the address at the top of the Booking Form.

#### **3. CHANGE OF DATES**

Marling Ltd will consider a request from a Client to change the dates of the booking after the confirmation has been issued. Agreement may be given if: (1) The Property is available, (2) The Owner of the Property agrees to the change, (3) The request is received more than 8 weeks away from the booking and (4) The Client pays an administration fee of £20.

#### **4. HOLIDAY CANCELLATION**

Please see paragraph 15 below regarding Holiday Cancellation Insurance. In no circumstances is it possible to refund holidays.

#### **5. VAT**

At the present time, Marling Ltd is not VAT registered.

#### **6. PERIOD OF HIRE**

Rentals commence, unless otherwise notified at 4.00pm on the day of arrival and terminate at 10.00am on the day of departure. There may be variations to these times by prior agreement.

#### **7. NUMBER OF PERSONS USING THE PROPERTY**

The number of persons occupying a property must not exceed the number stipulated in the brochure. Marling Ltd reserve the right to terminate the holiday and/or refuse entry to the entire party if this condition is not observed

#### **8. COMPLAINTS**

Should there be any cause for complaint during the occupation of the Property it must be notified immediately to the person with whom contact details were given for that particular property at the time of booking. Wherever possible, attention should be brought during the period of the holiday. We cannot deal with complaints after your rental has ended.

#### **9. BREAKAGES OR DAMAGE**

The Client is legally bound to reimburse Marling Ltd for replacement, repair or extra cleaning costs on demand.

#### **10. CARE OF THE PROPERTY**

The Client shall take all reasonable and proper care of the Property and its furniture, pictures, fittings, utensils and effects in or on the Property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning.

#### **11. PETS**

One small dog is welcome at Scotch Hall Cottage and 1, The Beeches but must be under proper control at all times. No pets other than dogs are admitted. Pets must never be left in the Property, allowed on the furniture or beds or in the bath. The Client shall provide for their pet any bedding, feeding or towels. The Client shall be responsible for any hygiene issues, inside and outside of the Property. Please see Paragraphs 9 & 10 above.

#### **12. LIABILITY**

Marling Ltd, its employees and its agents shall not be under any liability to the Clients or third parties for any loss or damage arising from breach of contract, negligence, misrepresentation or otherwise. If the Property which the Client has booked becomes unavailable or unusable for some reason prior to the date of a booking, then Marling Ltd's obligation will be to: (1) Use their best endeavour to find a suitable alternative property, or failing which, (2) To reimburse the Client for any monies paid.

#### **13. WARRANTIES**

Marling Ltd does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its servants or agents.

#### **14. RIGHT OF ENTRY**

Marling Ltd shall be allowed the right of entry to the Property at all reasonable times for purposes of inspection or to carry out any necessary repair or maintenance.

#### **15. CANCELLATION INSURANCE**

Cancellation Insurance is not compulsory, but Marling Ltd does strongly recommend such insurance cover to protect against the cancellation penalty. Marling Ltd suggests cover such as that provided by J.L. Morris (Insurance Brokers) Ltd, who arrange such cover with Allianz Cornhill Insurance PLC.

**All Cancellations must be notified to Marling Ltd in writing. Should cancellation be made which does not qualify under the terms of the Clients Cancellation Insurance, the Client remains liable in accordance with paragraphs 3 and 4 of the Booking Conditions.**