



My Holiday Marketing Owner – Booker Contract

Contract between:

The Garden Cottage (Us/The owner) and (you/the booker)

Interpretation

1. Reference to any statute or any statutory provision includes a reference to a) that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and b) all statutory instruments or orders made pursuant to it.
2. Words denoting the singular number only shall include the plural and vice versa.
3. Unless the context otherwise requires references to any clause, sub clause or schedule is to a clause, sub-clause or schedule of or to this agreement
4. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement
5. The Booker is the person who accepts this contract on behalf of themselves and all persons staying at or visiting the property during the period of this booking. Acceptance will be deemed to have occurred within 24 hours of having made a provisional booking or payment unless an objection to any of the terms has been sent and acknowledged by the owner.

Terms and Conditions

1. The Booker and the Owner acknowledge that this agreement forms the entire agreement between the owner and the booker acting on behalf of all the persons resident at the property during the booking period and where any of the booking terms and conditions are deemed unenforceable then all other parts of this agreement shall remain in full force and operation and shall be enforceable between the parties.

Unless otherwise referred to, reference to the 'Booker applies to the person authorised to agree to the booking conditions on behalf of all persons who shall be staying at the property during the booking period (the booker).

It excludes any agents contracted by us to provide information, booking and/or property management services on our behalf from any liability on any act, neglect or default on our part or any person not within our employ or under our control.

The use of the accommodation and facilities are entirely at your own risk and no responsibility will be accepted for injury, loss or damages to the user, their belongings or their motor vehicles.

2. **The Rental**

The Rental confers upon the Booker the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the Booker acknowledge that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise.



3. **Acceptance of these terms**

The Booker acknowledges that he, she or they are authorised to accept these terms and conditions on behalf of all those persons who will occupy the property and that he, she or they and those persons who will occupy the property are aware of the booking terms and conditions and have agreed to be bound by those conditions and shall be a member of the party occupying the property and are required to acknowledge the following:

- i. The maximum number of people who will be staying at the property during the booking period.
- ii. These booking terms and conditions shall be subject to English law and time shall be of the essence.

4. **Payment Policy**

- i. You must pay a non-refundable deposit of 30% within 7 working days of the initial reservation being confirmed in writing on our behalf by My Holiday Marketing Ltd. We or My Holiday Marketing Ltd will refund the deposit, less a £25 administration charge if the booking is cancelled within 48 hours of the booking otherwise the deposit is non-refundable.
- ii. The balance of the fee must be paid no less than 8 weeks prior to your arrival date. On receipt of the balance, full details of key collection arrangements and directions to the property will be sent. Please note we do not send reminders.
- iii. In the case of bookings made within 8 weeks of the commencement of the holiday the full amount must be paid at the point of booking.
- iv. Payments can be made by cheque, credit/debit cards or bank transfer made payable to our Agent: *MHM Client Account*.
- v. Payments by credit card are subject to a surcharge of 1.05%. There is no surcharge for debit cards. For international guests we can accept international bank transfers for which transaction charges will be e-charged to and paid by the booker at cost.

5. **Cancellation**

- i. When a cancellation takes place more than 8 weeks before arrival any payment received less the 30% deposit paid will be returned. If a cancellation is made within 8 weeks of arrival, then no refund will be due.
- ii. We recommend and expect that guests will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

6. **Price Alterations**

- i. We reserve the right to adjust prices quoted on our website, other adverts or on details about the property at any time.

7. **Size and Party**

- i. The number of persons stipulated for each property on our website, advertisements or literature published by us must not be exceeded under any circumstances. Only the number of adults, children and infants stated by you and listed on the owners booking information may occupy the premises overnight. We normally class children as being under 16 and infants as being 2 years old or under.
- ii. The Booker certifies that:
 1. They are over 18 years of age and a member of the party occupying the property;
 2. The booker has agreed that they act as principal and have absolute liability for all the members of the party at all times.

8. **Suitability:**

- i. **Health & Mobility:** The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established.



15. The Owners aim to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.
16. Any complaints must be notified in the first instance to *My Holiday Marketing* immediately, so that they can investigate the circumstances and take any necessary action. In no circumstances can compensation be made for any complaints that are made after the date of departure, or where you have denied or prevented us or our agents the opportunity to try to put matters right during the bookers stay.
17. Damage - Occasionally accidents do happen and any losses must be paid for. The property will be checked and cleaned before arrival but if you have any difficulties please contact My Holiday Marketing Ltd. Should you find on arrival any damage or non-working items you will notify My Holiday Marketing Ltd or the owner immediately so that matters can be rectified.
18. Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

19. Wi-Fi usage

The availability of any Wi-Fi service in the property is not guaranteed. In the event that Wi-Fi is available in the property, the booker agrees not to use the Service to access Internet Services, or send or receive e-mails, which:

- i. Are defamatory, threatening, intimidatory or which could be classed as harassment;
- ii. Contain obscene, profane or abusive language or material;
- iii. Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- iv. Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- v. Contain material which infringe third party's rights (including intellectual property rights);
- vi. In our reasonable opinion may adversely affect the manner in which we carry out our business;
- vii. Involves downloading, altering, e-mailing and distributing copyrighted content unless certain that the owner of such works has authorised its use by you
- viii. Constitutes or is capable of constituting a criminal offence or is otherwise unlawful or inappropriate, either in the United Kingdom or in any state throughout the world.

The booker agrees to compensate the owners fully for any claims or legal action made or threatened against the owners by someone else because the booker has used the service in breach of these Wi-Fi usage terms and conditions.