

CONDITIONS OF HIRE 2016

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SECTION A – GENERAL CONDITIONS OF HIRE

SECTION B – Wi-Fi CONDITIONS OF USE

SECTION A

Bookings are accepted by Lucy Richardson, hereinafter referred to as LJR, co-owner of No.1 & No.2 Moulton Farm Cottages, on the following conditions:

1. These conditions of hire apply independently to each cottage, No1 Moulton Farm Cottage and No.2 Moulton Farm Cottage, hereinafter referred to as the property.
2. Rents quoted are weekly and inclusive of electricity and linen. The short stay rate, where applicable, is calculated on a minimum of 4 night's tenancy. Additional nights are charged at the going rate.
3. Provisional reservations can be accepted by telephone and must be confirmed within five working days by the arrival of a deposit equal to thirty per cent (30%) of the total rent. Provisional reservations will be cancelled after such time without further reference.
4. The booking form, duly signed by the tenant, is a contract of tenancy between LJR and the tenant. It is a declaration that the tenant is over 18 years old and agrees to these conditions of hire which he or she has read in full and which he or she accepts.
5. The contract shall be deemed to be made when LJR issues a confirmation of booking.
6. Once a provisional reservation has been confirmed, the tenant is responsible for the total rent, the outstanding balance to be received no later than 56 days (8 weeks) prior to arrival.
7. For bookings made 56 days or less before arrival, the rent is payable in full.
8. A holiday booking is a legally binding contract. Once confirmed the tenant is liable for the total rent. In the event of cancellation, for whatever reason, under the law the tenant remains liable for the total rent. LJR recommends that the tenant takes out their own cancellation insurance to cover this responsibility. All cancellations must be in writing. Every effort will be made to re-let cancelled weeks but no guarantee is given. Cancellation charges will be, as a very minimum, the thirty per cent (30%) deposit. Where no re-let is achieved the tenant forfeits the total rent.
9. The property is available for occupation from 3.00 p.m. on the day of arrival, and must be vacated by 10.00.a.m on the day of departure. If tenants arrive early, they can only enter the property with LJR's agreement and do so entirely at their own risk, without guarantee of readiness of the property for occupation. No guarantee is given that LJR, cleaners or tradesmen will not enter the property before 3.00pm and no liability is accepted for loss or damage to items left in the property.
10. Every effort is made to ensure that all items of equipment, fixtures, fittings and furnishings described and supplied by LJR are in good working order. However no guarantee is given, or liability accepted, if any breakdown or failure occurs. Once the caretaker or JMR have been advised of a breakdown or failure, repairs will be affected as soon as possible. The tenant will allow the caretaker or LJR reasonable time to respond as emergency repairs or replacements are normally difficult to action quickly in Salcombe.
11. All details of the property are given in good faith and are believed to be correct, but their accuracy is not guaranteed. All photos on the website or any other promotional literature are non-contractual.
12. Any damage, breakage or anything giving cause for concern, noticed on taking occupancy of the property must be reported to the caretaker or LJR within 48 hours. Where a tradesman or caretaker attends site to repair or replace a fixture or fitting and no fault is found the tenant will be charged directly for all associated costs. If the caretaker is called out for an extra clean or to provide a lost key, the tenant will be charged directly.

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13. The owners cannot be held responsible for any 3rd party breakdowns, malfunctions or cuts of utility services such as electricity, gas, water supplies, sewage disposal, telephone, inadequate mobile reception or broadband/Wifi, although every attempt will be made to remedy a problem where possible should it occur.
14. The property is supplied with a telephone landline and WiFi. Abuse of calls or connections made on this line is unacceptable and dated itemised phone records are filed. The tenant is subject to any legal action and /or is liable for associated charges relating to the misuse of this phone or WiFi connection. Reverse charge calls and excessive use are classified as misuse and the tenant is liable for all related costs. Excessive costs include international calls and premium lines which are blocked. WiFi conditions of use are outlined separately below.
15. The television operates with FreeSat. This is a non-subscription service which allows the viewer to receive the main digital and terrestrial channels, but not Sky. No attempt must be made to subscribe to additional services via the FreeSat service or telephone. Where this does occur the tenant is liable for all associated charges.
16. The property and its fixtures and fittings must be cleaned by the tenant prior to departure ready for the incoming tenant. The tenant is responsible for any losses (damage, breakages, soiling or lost items) during the period of occupancy which must be reported to the caretaker or LJR. Such losses or additional cleaning charges (should the property be left in an unsatisfactory condition) will be charged to the tenant.
17. The tenant will not cause any nuisance to tenants or occupants of adjacent properties. LJR reserve the right to evict the tenant from the property at any time during the tenancy if it is discovered that damage has been deliberately caused to fixtures, fittings and furnishings and/or the tenant is reported to be causing a nuisance to the adjacent properties. The tenant forgoes any subsequent claim for a refund for any days remaining in the booking should he be evicted.
18. Any articles left by the tenant can be forwarded by the caretaker or LJR on receipt of a £25.00 handling fee plus packing and postage charges. Any unclaimed articles will be disposed of after 28 days.
19. LJR shall not be held responsible for any accident, loss or damage which may be sustained by the tenant, member of his party, or visitor to the property however caused.
20. If for any reason beyond the control of LJR (e.g. fire or flood damage) the property is not available on the date booked, all rent and charges paid in advance by the tenant will be refunded in full, and the tenant shall have no further claim against LJR.
21. Accommodation is let for the number of persons specified on the booking form only. The form signatory must be a member of the party occupying the property. An increase of this number is only allowed with approval from LJR. There may be additional charges should this be agreed. LJR reserve the right to evict the tenant from the property at any time during the booking if it is discovered that there are more than 8 people staying in the property. The tenant forgoes any subsequent claim for a refund for any days remaining in the booking, should he be evicted.
22. A max of one well-behaved and house-trained dog is allowed per booking per cottage, provided it is strictly controlled. Charges are stated on the booking form. No puppy or dog under one year of age is allowed, nor any other type of pet. The tenant must bring the dog's bedding and food bowls with them. It is neither permitted to sit on any furniture nor to go upstairs and must not be left unaccompanied in the property. At the end of the holiday all traces of the pet must be cleaned from the property and lawn.
23. Access to the property is shared by the owners of all four cottages and parking is strictly limited to one car per property. The parking for No.1 is in front of No.1 and for No.2, between No.2 and No.3. Additional vehicles, including boat trailers, must be parked in the bridleway below and at least 25 metres from the road.
24. Any contract shall be governed by English law and court hearings restricted to the area in which LJR resides.

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25. LJR does not accept responsibility for work taking place outside the boundary of the property nor for any noise or nuisance arising from works over which LJR has no control.
26. All bookings are accepted at the discretion of LJR.
27. A security deposit, at the discretion of LJR, may be required with some bookings (particularly single sex, young, non-family and large groups). This is payable with the balance of payment due and refunded, if there is no cause to withhold it, within 14 days of the completion date of the booking.

SECTION B

Wi-Fi Terms & Conditions

You may only use Wi-Fi supplied by LJR by accepting the following Terms & Conditions. By using the supplied Wi-Fi it will be taken that you have read & agreed to the following terms and conditions.

Public Wi-Fi Access Terms and Conditions

This agreement sets out the terms and conditions on which unlimited wireless internet access ("the Service") is provided free of charge to you by LJR ("us") in consideration for your custom.

1. Extent of the Service

- 1.1 Your use of Internet Services is carried out entirely at your own risk.
- 1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.
- 1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.
- 1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.
- 1.5 We do not guarantee:
 - 1.5.1 the availability of the Service;
 - 1.5.2 the speed at which information may be transmitted or received via the Service; or
 - 1.5.3 that the Service will be compatible with your equipment or any software which you use.
- 1.6 We do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
- 1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2. Your Use of the Service

- 2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:
 - 2.1.1 are defamatory, threatening, intimidating or which could be classed as harassment;
 - 2.1.2 contain obscene, profane or abusive language or material;
 - 2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
 - 2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
 - 2.1.5 contain material which infringe third party's rights (including intellectual property rights);
 - 2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or
 - 2.1.7 are otherwise unlawful or inappropriate;
- 2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.2 above.

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2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

4. Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

I confirm that I accept these terms and conditions as the basis of my use of the wireless internet access provided.

Please acknowledge receipt and agreement to these terms and conditions - both General and Wi-Fi - by return of email.

Signed:

Date:

LJR, Thames Ditton, November 2015