

**BOOKING FORM  
FOR  
BAINSIDE HOLIDAY LODGE**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

POST CODE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TEL: \_\_\_\_\_ MOBILE: \_\_\_\_\_

I wish to book BAINSIDE HOLIDAY LODGE (normally Saturday to Saturday for week lets – (Please enquire if different)

Arrival: \_\_\_\_\_ Depart: \_\_\_\_\_

**NAMES OF ALL MEMBERS OF THE RESIDENT PARTY**

| FULL NAME | MALE/FEMALE | AGE |
|-----------|-------------|-----|
|           |             |     |
|           |             |     |
|           |             |     |
|           |             |     |

TOTAL BOOKING COST: £ \_\_\_\_\_

I enclose my deposit cheque for £ \_\_\_\_\_ (i.e. 30% of holiday cost or Total amount if within 6 weeks of arrival date – see below).

Please note that under certain circumstances all-male/female groups may not be accepted or, may be subject to an additional loss/damage deposit. Please check at time of booking.

I agree to pay the balance in full 6 weeks prior to my arrival date.

I confirm that I have read the “Holiday Letting Agreement” booking terms & conditions and hereby agree to accept them on behalf of the named members of the party.

NAME (printed) \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

NB Please return to:

Mr M Saunders Mrs S Saunders Bainside House Roughton Rd Kirkby on Bain Woodhall Spa LN10 6YL

Please make cheque out to Mr, Mrs Saunders or transfer monies into our Lloyds Account Sort code 30-96-26 Account No 23232860

.On receipt of this form and payment we will process your details and send our confirmation invoice to you as soon as possible.

### **HOLIDAY LETTING AGREEMENT**

This agreement (which also relate to our "General Booking Terms & Conditions" – see overleaf)

Is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the owners, Mr M Saunders and Mrs S Saunders T/A BAINSIDE HOLIDAY LODGE, BAINSIDE HOUSE, ROUGHTONH RD, KIRKBY ON BAIN, LN10 6YL and the Guest(s) as per the details on the completed Guest Booking Form.

It is agreed that the Owners will let and that the Guest will take, the furnished premises at BAINSIDE HOLIDAY LODGE, at BAINSIDE HOUSE, ROUGHTON ROAD,KIRKBY ON BAIN, LN10 6YL (the premises) for the time period set out on the booking form.

#### **The guest agrees with the Owner as follows:**

1. To pay the letting fee. A 30% deposit is due on confirmation and the balance is payable in full 6 weeks prior to the arrival date.
2. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
3. The client shall take all reasonable and proper care of the property and its contents, furniture, pictures, fitting and effects in or on the property and leave them in the same state of repair and condition and in a clean and tidy condition at the end of the hire period as at the beginning. Although the client might not be charged for minor breakages (e.g. glasses), the client is responsible for all damage or breakages. We reserve the right to charge for any breakages or for any additional cleaning that may be required.
4. Not to remove any of the furniture from its present position in the Premises.
5. To use the premises as a private holiday residence for up to 4 persons only and not for any other purposes whatsoever.
6. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring or adjoining property.
7. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
8. Not to use the property for any illegal or immoral purposes.
9. Not to play or permit to be played n the premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the premises.
10. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
11. Not to smoke or permit smoking inside the Premises.
- 12.To accept and abide by the General Terms & Conditions that comprise Page 2 of this Holiday Letting Agreement.

#### **Liability**

The owners has taken care to ensure that the property and its contents are safe and in good order. Neither the Owners nor his Agent can accept liability for any damage, expense, injury, death or loss of any nature whatsoever other than that caused by the negligence of the Owner or their employees (whilst acting in the course of their employment).

#### **Provisions and Declarations**

1. If at any time during the letting period, the fee or any part of it is unpaid or any covenant by the Guest contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners or their Agent at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and upon re-entry this Agreement shall absolutely determine but without prejudice the right of action of the Owners or their Agent in respect of any breach of any covenant contained in this Agreement.
2. This Agreement is made on the basis that the Premises are to be occupied by the Guest for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
3. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
4. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
5. The terms and conditions of the Agreement become valid upon written confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.

Signed: \_\_\_\_\_ Name (printed) \_\_\_\_\_ Date: \_\_\_\_\_

Please return to: Mr M Saunders and Mrs S Saunders Bainside House Roughton Rod, Kirkby on Bain, Woodall Spa LN10 6YL

**BAINSIDE BOOKING TERMS & CONDITIONS**  
**FOR BAINSIDE HOLIDAY LODGE**

**BOOKING**

For all bookings, including those made by telephone or internet, you must complete and sign the Holiday Agreement (attached). This must be sent to us at the time of booking. You must be over 18 years of age and be authorised to make the booking and to accept these Booking Terms & Conditions by all persons named on the Booking Form. You will be responsible for making all payments due. On receipt of documents from us you must advise us if anything appears to be incorrect. We (the owners) regret that we cannot accept liability if we are not notified of any inaccuracies within 10 days of our dispatching the documents to you. We reserve the right to refuse a booking without giving any reason.

**PAYMENT**

In order to confirm your booking a deposit for 30% of the total fee must be enclosed with both the signed Holiday Letting Agreement and Booking Form. If we do not receive your payment and both these signed forms within 10 days of your verbal or email confirmation, then we will release your reservation and will not be able to guarantee that the property will subsequently be available.

We must receive the balance of the fee by 6 weeks prior to the booking arrival date. If payment is not received by us in full and by the date given in our confirmation letter then we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out in the clause "Cancellation by you" will be applicable.

NB No reminders of payment dates will be sent.

Bookings received 6 weeks or less before the booking arrival date must be paid in full.

Although we would not anticipate any costing errors on the confirmation invoice, should there be an obviously incorrect price shown, we will then issue a new invoice and will not be bound by the price shown on the incorrect invoice.

**YOUR CONTRACT**

A binding contract comes into existence when your booking is confirmed by telephone (when you are booking 6 weeks or less before departure) and in all other cases when we dispatch our confirmation invoice. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.

**CANCELLATION BY YOU**

You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us.

Less than 2 weeks prior to arrival date – 100% of full cost

Between 2 – 4 weeks prior to arrival date – 90% full cost

Between 4 – 6 weeks prior to arrival date – 75% full cost

**CANCELLATION BY US**

It is extremely unlikely that we will have to make any changes to your booking. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the booking because of force majeure or for any reason that makes the property unfit for rental, you will have the choice of either allowing us to try to locate a suitable alternative property on your behalf or of cancelling the booking and accepting a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

**INSURANCE**

It is the responsibility of the Guests to insure that their personal possessions are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions.

We also recommend that guests arrange adequate travel insurance for cover in case of cancellation (see CANCELLATIONS).

**COMPLAINTS**

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay you must write to us within 28 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause.

**OCCUPATION OF THE PROPERTY**

Only the named guests are permitted to use or stay in the property. If you are expecting overnight visitors, you must let us know. You and your party must not exceed at any time the numbers of sleeping places, i.e. 2 + 2. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the party.

**PETS**

One well behaved dog allowed

**LOCATION MAP & DIRECTIONS + KEY COLLECTION**

A Location Map & Directions with Key Collection instructions will be sent to the booker on receipt of deposit payment.

**ARRIVAL/CHECK-IN TIME**

This is from 3.00pm on the arrival day booked. We may be a little flexible on this. Please check with us within a few days of your arrival date and when possible we will be happy to oblige.

**DEPARTURE/CHECK OUT TIME**

This is by 10.30am on the departure day booked. We can be a little flexible on this, provided that there are no imminent new arrivals. Please check with us and when possible we will be happy to oblige.