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## BOOKING TERMS AND CONDITIONS

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These Terms and Conditions apply to the letting of the Property set out in the Booking Confirmation. The Terms and Conditions form the basis of the contract between the Guest and the Host so please read them carefully before making a reservation.

### 1. Definitions

<b>“Booking Confirmation”</b>	means the confirmation of booking provided to the Guest when a booking has been accepted;
<b>“Cancellation Policy”</b>	means the cancellation policy set out in the Booking Confirmation;
<b>“Channel”</b>	means the platform used from the Guest to make the booking of the Property;
<b>“Check in Date”</b>	means the first day of the Rental Period;
<b>“Check out Date”</b>	means the last day of the Rental Period;
<b>“Guest”</b>	means the person booking the Property set out in the Booking Confirmation;
<b>“Host”</b>	means the owner of the Property;
<b>“Inventory”</b>	means the inventory of fixtures furniture and effects at the Property a copy of which is kept at the Property;
<b>“Property”</b>	means the property identified in the Booking Confirmation together with the fixtures furniture and effects specified in the Inventory;
<b>“Rent”</b>	means the rent and any additional fees specified in the Booking Confirmation;
<b>“Rental Period”</b>	means the rental period which starting from the Check In Date and ending on the Check Out Date as specified in the Booking Confirmation;
<b>“Security Deposit”</b>	means the security deposit paid by the Guest to the Host as set in the Booking Confirmation;

### 2. Booking and Payment of Rent

- 2.1 A booking is completed when the Guest receives the Booking Confirmation and make the payment for the Rent of the Property to the Host as set out in the Booking Confirmation and the terms and conditions of the Channel.
- 2.2 The Guest must pay the Rent to the Host as set out in Booking Confirmation and the terms and conditions of the Channel.
- 2.3 Once the Guest receives the Booking Confirmation there is a binding contract

between the Host and the Guest.

**3. Security Deposit**

- 3.1 The Guest must pay the Security Deposit to the Host as set out in the Booking Confirmation.
- 3.2 The Security Deposit will be held by the Host and applied against the cost of remedying any damage to the Property caused by the Guest.
- 3.3 The Security Deposit will be returned to the Guest after the Check Out Date as set out in the Booking Confirmation, subject to the terms and conditions of the Channel and less any deductions made for the cost of remedying any damage to the Property.

**4. Terms of Use and Cancellation Policy of the Booking**

- 4.1 The Guest agrees with the terms of use of the Channel and the Cancellation Policy set out in the Booking Confirmation.

**5. Host's obligations during the Rental Period**

- 5.1 The Host agrees that the Guest may quietly possess and enjoy the Property during the Rental Period without any interruption from the Host or any person claiming under or in trust for the Host.
- 5.2 At all times the Host shall not be liable to the Guest in the events of burglary, theft or other crime affecting the Guest during his stay in Property and bears no liability for any injury or death of the Guest or for any damage, property damage, cost or loss of the Guest which was caused during the Rental Period in the Property.

**6. Guest's obligations during the Rental Period**

- 6.1 The Guest shall use the Property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.
- 6.2 The Guest shall make good all damage caused to the Property (including the Guest's fixtures and fittings) or to any other property owned by the Host through:
  - 6.2.1 any breach of the obligations set out in these Terms and Conditions;
  - 6.2.2 any improper use by or negligence of the Guest or any person at the Property with the Guest's permission.
- 6.3 The Guest shall keep the items specified in the Inventory clean and in the same condition as at the commencement of the Rental Period (fair wear and tear and damage by insured risks only excepted) and shall make good or replace with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of the Host to pay compensation to the Host).
- 6.4 The Guest shall not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property.
- 6.5 The Guest shall keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.
- 6.6 The Guest shall report to the Host any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to the attention of the Guest.
- 6.7 The Guest shall place all refuse in the receptacle(s) provided for the Property by the Host or any other competent authority.
- 6.8 The Guest shall allow the Host or anyone with the Host's written authority together

with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided the Host has given reasonable notice (with regard to the work to be undertaken) beforehand and the Guest shall not interfere with or obstruct any such persons.

- 6.9 The Guest shall in cases of emergency allow the Host or its agents to enter the Property at any time and without notice.
- 6.10 The Guest shall use the Property as a private holiday residence for a maximum of the people set out in the Booking Confirmation.
- 6.11 The Guest shall not do anything on the Property which may be a nuisance to or cause damage or annoyance to the Host or the tenants or occupiers of any adjoining property.
- 6.12 The Guest shall not use the Property for any illegal or immoral purposes.
- 6.13 The Guest shall not cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
- 6.14 The Guest shall not display any notice or advertisement that is visible from outside the Property.
- 6.15 The Guest agrees with to comply with the house rules of the Property set out in the Booking Confirmation.
- 6.16 The Guest shall not assign or sublet the Property or any part of the Property and shall not part with possession or share occupation of the Property or any part of it.
- 6.17 The Guest shall not permit any person to occupy the Property as a lodger.
- 6.18 The Guest will use the cooking facilities provided with reasonable care and according to the manufacturer's instructions and with proper ventilation so as not to cause damage to the Property, building or any fixtures and fitting and so as not to cause fire or smoke alarms to be activated.
- 6.19 The Guest shall not alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Host.
- 6.20 At the end of the Rental Period the Guest shall remove the Guest's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

## **7. Forfeiture**

- 7.1 If there has been a substantial breach of any of the Guest's obligations the Host may forfeit (i.e. bring to an end) the tenancy that exists in relation to the Property and may recover possession of the Property. The other rights and remedies of the Host will remain in force.

## **8. General**

- 8.1 Any obligation on the Guest in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 8.2 Whenever there is more than one person comprising the Host or the Guest their obligations may be enforced against all of them jointly and against each of them individually.
- 8.3 The Host and Guest do not intend that the contract between them should be

enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

- 8.4 This contract is between the Host and the Guest and shall be governed by the law of England and Wales.