

## **Marshborough Properties Ltd (for the property known as 'Roseyard')**

### **Terms and Conditions of Contract**

#### **1. Definitions**

In these conditions, unless the context requires otherwise:

- 1.1. 'Company' means Marshborough Properties Ltd, Suite 3a, 6 Broad St, Deal, Kent, CT14 6ER which is a company registered in England and Wales under company number 03151144;
- 1.2. 'Property's Website' means the Companies Property website at [www.roseyard.co.uk](http://www.roseyard.co.uk);
- 1.3. 'Balance' means the total amount payable by You for the Rental Period (including, for the avoidance of doubt, the Cautionary Deposit) less the amount of the Booking Deposit, if any, paid in accordance with clause 4 below ;
- 1.4. 'Booking Deposit' means a deposit which may be payable by You to the Company on acceptance of the booking, in accordance with clause 4 below, if your booking is made more than three months before the Rental Date;
- 1.5. 'Booking Form' means the form provided by the Company in which you provide information with respect to your booking and requirements and make an offer to the company in accordance with clause 2.1 below
- 1.6. 'Business Days' means 8.30am – 5pm on any day (other than a Saturday or Sunday or public holiday) when banks in London are open for business;
- 1.7. 'Cautionary Deposit' means the deposit to be paid by You and held by the Company as security against any damages and / or any requirement for additional cleaning, whether discovered during the Rental Period or after your departure, as further described in clause 4 below;
- 1.8. 'Conditions' means these terms and conditions;
- 1.9. 'Contract' has the meaning given in clause 2.4

- 1.10. 'Force Majeure Event' means any circumstance not within a party's reasonable control including, without limitation:
- a) acts of God, severe floods, droughts, earthquake or other natural disaster
  - b) epidemic or pandemic
  - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations
  - d) nuclear, chemical or biological contamination or sonic boom;
- 1.11. 'Key Facts' mean the key facts on the Property Website which relate to the facilities within the property;
- 1.12. 'Property' means the property let or to be let by the Company to You [to include the Property's grounds and any outbuildings];
- 1.13. 'Rental Date' means the date on which the first night of the Rental Period begins;
- 1.14. 'Rental Period' means the number of days for which the Property is agreed to be let to You by the Company in accordance with the Booking Form;
- 1.15. 'Written Confirmation of Rental' has the meaning given in clause 2.4;
- 1.16. 'You' shall mean the person who completed and submits the Booking Form and to whom the Company lets the Property under the Contract; where more than one person is taking the holiday, 'You' also means the 'party leader';

## **2. Basis of Contract**

- 2.1. The submission of the Booking Form by You constitutes an offer to take a letting of the Property from the Company in accordance with these Conditions.
- 2.2. Where You are also a Party Leader, You are responsible for compliance with these Conditions and the Contract by all members of the party. 'You' shall also mean any member of your party, unless stated otherwise.
- 2.3. At the time of booking You must be over the age of 18 and you must be in attendance at the Property for the duration of any period in which any member of the party is in occupation of the Property.
- 2.4. Your booking of the Property shall only be deemed accepted by the Company upon Written Confirmation of the following, at which stage a contract will be made between You and the Company:
- 2.4.1. Confirmation that You are over the age of 18 (and the Company reserves the right to ask You and any member of your party for certified photographic ID to confirm the same, copies of which may be retained by the Company for as long as is reasonably necessary);

- 2.4.2. The Company consent to let the Property to You for the period and duration submitted on the Booking Form;
  - 2.4.3. Receipt by the Company of the Booking Deposit, or if booked less than 3 months before the Rental Date, payment of the Balance; and
  - 2.4.4. Receipt by You of written confirmation by the Company that the above matters have been concluded and that the Property is available ('Written Confirmation of Rental').
- 2.5. By submitting the Booking Form, you confirm that You will assume responsibility for the whole party and for compliance with these Conditions and Contract.
  - 2.6. Save where refusal would be unlawful, the Company, has the right to refuse any Booking, without reason.
  - 2.7. Should the Company refuse your booking, any monies paid by You will be returned within 5 Business Days and (save only where refusal would be unlawful) the Company shall have no further responsibility or liability to You.
  - 2.8. Any disputes or queries with respect to these Conditions, or any other matter, will be dealt with by You as the party leader.
  - 2.9. The Contract creates a license to occupy for the purposes of a holiday [and not for any business purpose] and nothing in the Contract or these Conditions shall create the relationship of landlord and tenant between You and the Company.
  - 2.10. The Company provides no promise with respect to the quality of services provided by third parties at the Property including, but not limited to, internet service, telephone reception and television reception.
  - 2.11. The maximum number of occupants at the Property shall be the number stated on the Booking Form.
  - 2.12. If visitor numbers are expected to exceed 25, at any time, prior permission must be granted in writing by the Company
  - 2.13. At the time of booking you must provide the Company with a list of the occupants in your party, which must include the name, address and age of each person. Should this list change at any time prior to the Rental Date, you must inform the Company immediately and this must be no less that 7 days before the Rental Date. You will also provide the Company with an updated list of occupants. The Company may withhold consent to the change if, in their reasonable opinion, the change is materially detrimental to them. If a charge for extra guests is applicable then the funds must be received in full no less than 72 hours before the Rental Date.
  - 2.14. If during the Rental Period the person occupying the Property during the Rental Period varies from the list provided by You, and the Company has not consented to the change, the Company may by written notice to You, immediately terminate the Contract without liability and gain access to the Property in accordance with clause 8 and 9 below.

- 2.15. If the nature of your stay differs from that stated in your Booking Form and the Company has not consented to the change, the Company may by written notice to You, terminate the Contract without liability and gain access to the Property in accordance with clause 8 and 9 below.

### **3. Advertisement of the Property**

- 3.1. The Company makes all reasonable attempts to ensure that the information provided in relation to the Property and service are accurately stated on all literature, including the Property Website.
- 3.2. The advertisement of the Property is intended to create a general idea of the Property and whilst all reasonable efforts have been made by the Company to ensure that information on the Property's Website, about the Property and its facilities and services is kept up to date, there may be some differences between the description on the Property Website and the actual state of affairs at the start of the Rental Period. In these circumstances, the Company accepts no liability to You unless the relevant information has been previously verified to You in writing by the Company or the Company's representative.
- 3.3. Where the Company has suggested local attractions, these are provided for information purposes only and the Company can not be responsible for any lack of availability of local attractions during the Rental Period.

### **4. Booking and Payment**

- 4.1. A Booking Deposit will be payable by You, to the Company on acceptance of the booking in accordance with clause 4 below and if your booking is made more than three months prior to the Rental Date. The amount of the Booking Deposit shall be 33% of the total cost of the Rental Period. The Booking Deposit is non-refundable unless the Company is successful in re-letting the dates pursuant to clause 8.
- 4.2. For bookings made less than three months before the Rental Date, the Balance shall be payable by You, to the Company, on submission of the Booking Form, The Cautionary Deposit will also be due pursuant to clause 5.1 below.
- 4.3. The Company shall, where applicable, send you written confirmation by email of the Balance to be paid by You in full, three months prior to the Rental Date. Such payment must be made by You within 7 days from the date of the written confirmation.
- 4.4. Should the Balance not be paid by You pursuant to clause 4.3 above, the Company reserves the right to terminate the Contract by notice in writing and without further liability to you.
- 4.5. For details of how to pay, you are referred to the invoice sent with the booking confirmation
- 4.6. All payments shall be made by You in Pounds Sterling, by bank transfer and the Company shall not be responsible for any currency conversion costs You may incur.

4.7. Pricing by the Company is regularly reviewed. The Company reserve the right to increase or discount prices as required to optimize bookings. If a promotion or offer is advertised after the date that you have confirmed your booking then the price payable by You is as show on your Booking Confirmation. You will not be able to take advantage of offers placed on similar dates, after your booking has been confirmed for your specific date. Occasionally rates will increase between the time you are quoted or given availability and making the Booking by paying the Booking Deposit. It is completely at the Company's discretion to honour any quoted rate and may depend on times lapsed between Enquiry and paying the Booking Deposit.

5. **Cautionary Deposit and Indemnity**

5.1. A Cautionary Deposit is payable by You and should be paid no later than one month before the Rental Date. Such payment must be made by You within 7 days from the date of the written request from the Company. Should the Balance not be paid by You the Company reserves the right to terminate the Contract by notice in writing and without further liability to You.

5.2. The amount of the Cautionary Deposit to be paid by You is set by the Company and is shown within the Booking Form.

5.3. The Company is entitled to use the Cautionary Deposit in the following circumstances:

5.3.1. Should You or any member of your party damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required;

5.3.2. Should You or any member of your party be in breach of any of these Conditions;

5.3.3. Should the Company be required to remedy any damage caused to the property during the Rental Period;

5.3.4. To charge for additional guests which have not been approved in advance by the Company. Such charge will be made at the rate in force by the Company at the time of the Rental Period; or

5.4. The Company will contact you within 7 Business Days after the expiry of the Rental Period to advise you whether the full amount of the Cautionary Deposit will be refunded to you or whether the Company intends to make a claim for any damage against the Cautionary Deposit.

5.5. Should a claim be made by the Company against the Cautionary Deposit, details of such a Claim will be provided to You within 14 days of the expiry of the Rental Period.

5.6. Should the Cautionary Deposit provide an insufficient remedy, the Company shall have the right to recover any sum from You so as to make up any shortfall.

5.7. In the event that You or any member of your party causes severe damage to the Property which results in the Company having to cancel subsequent bookings and / or pay compensation to any person due to the Property being left in an uninhabitable state by You, or which reduces the services offered to subsequent guests, You shall indemnify the Company in full for any loss incurred by them which the Cautionary Deposit does not cover.

## **6. Duration and Term of Rental**

6.1. The letting will commence on the Rental Date and continue for the duration of the Rental Period and shall terminate on the last day of the Rental Period in accordance with this clause 6.1 and 6.2 below and the Written Confirmation of Rental.

6.2. Check in and check out times for the Property advertised on the Property Website shall vary, depending on the Rental period you have chosen.

6.3. You are referred to the Property website and Booking Form for confirmation of check in and check out times

## **7. Your Obligations with respect to the Property and its use**

7.1. You confirm that the information you have provided to the Company is true, accurate, current and complete information in all respects. Should any information provided change, you should notify the Company immediately. The Company shall not be liable if any incorrect information provided by You results in the Company being entitled to terminate the Contract.

7.2. You promise to the Company that the nature of your stay is the same as described in the Booking Form. Should it vary, the Company shall have the right to terminate the Contract with you immediately in accordance with clauses 8 and 9.

7.3. You agree to:

7.3.1. Not cause any damage to the Property, including all furniture and fixtures and fittings;

7.3.2. Keep the Property and all furniture, fixtures and fittings in the same state of repair as to which you found them at the commencement of the Rental Period.

7.3.3. Leave the Property in the same state of cleanliness as that in which You found it at the commencement of the Rental Period;

7.3.4. Keep all furniture as you found it, so as not to remove it from the place that it is originally placed, or place it back to its original place prior to the end of the Rental Period. You will be liable for any damage caused by You in this respect;

7.3.5. Empty any bins and dispose of any rubbish in the outside bins provided at the Property and following the instructions of the Owner where provided;

- 7.3.6. Report any damage at the Property not caused by You to the Company on your day of arrival;
- 7.3.7. Report as soon as possible to the Company; any breakages or damage caused by You or your party during the Rental Period. Record breakages in the breakage book or report via email to [hello@roseyard.co.uk](mailto:hello@roseyard.co.uk)
- 7.3.8. Not to undertake any repairs of any kind to the Property, furniture and fixtures and fittings yourself;
- 7.3.9. Not to use the Property for any illegal purpose or take any illegal substance thereon; and
- 7.3.10. Abide by the Conditions.

## 8. Cancellation Policy

- 8.1. Once written Confirmation of Rental has been provided by the Company, you are responsible for the Balance.
- 8.2. You may cancel your booking at any time; however, You will not be entitled to reimbursement of the monies paid as a Booking Deposit. The Booking Deposit should be deemed non-refundable. If your Arrival date is less than three months away the balance will still be due to us. As a goodwill gesture the Company may attempt to re-let the stay, if it is more than 3 months to the Arrival date. In this instance the Company may need to apply an offer or discount to sell the stay. Any monies that could be reimbursed will be at the discretion of the Company. Please refer to the table set out in clause 8.9 below for greater detail.
- 8.3. Cancellation of your booking must be made by You in writing and sent to the Company at [hello@roseyard.co.uk](mailto:hello@roseyard.co.uk)
- 8.4. Once cancellation has been confirmed by the Company, your booking of the Property will be deemed cancelled.
- 8.5. Upon confirmation by the Company of the cancellation of your booking, the Company may seek to re-let the Property for the full Rental Period. If we fail in re-letting your stay, your full Booking Deposit will be kept by the Company. In the event that you are less than three months from Arrival date, the balance payment (excluding the Cautionary Deposit) will be due and you will be invoiced for this amount.
- 8.6. In the event that the Property becomes unavailable, through no fault of the Company, and the Balance has been paid, the Company has the right to cancel your booking. A refund will be paid, to you, by the Company.
- 8.7. The Company reserves the right to terminate the Contract, or refuse to hand over to you the Property, at any time where there are reasonable grounds to suspect that:

- 8.7.1. You or your party are likely to breach any of the Conditions in terms of the number of persons staying at the Property, or their age;
- 8.7.2. You have provided incorrect information to the Company with respect to your booking; and
- 8.7.3. You have behaved in a vexatious, abusive or unlawful manner towards the Company, any third party supplying services to the Property or any neighbours of the Property
- 8.8. The above actions as stated in clause 8.7 above shall constitute a breach of contract by You and the Company shall consider the booking as cancelled by You. In these circumstances, the Company shall not be liable to You in any respect and You shall not be entitled to a refund of any monies.

8.9. The Table

<b>Notice given, by you, to cancel</b>	<b>Outcome of the Company's attempts to re-let the Property further to your cancellation</b>	<b>Reimbursement Rates and cancellation fees</b>
<u>At least 3 Months</u> prior to the Rental Date	Unsuccessful	No refund
	Re-rental achieved for the same price	The Booking Deposit shall be refunded, minus 10% of the value of the Booking Deposit to cover administration costs.
	Re-rental achieved for less money than the original booking (made by YOU)	We will return any sum left after the short-fall has been covered and a 10% admin fee (based on the original booking value, made by YOU) has been applied
Less than 3 months prior to the Rental Date	Unsuccessful	No refund. You will be invoiced for the Balance Payment if you have not yet paid it.
	Re-rental achieved for the same price	All monies paid shall be refunded, minus 10% of the value of the total (excluding Cautionary Deposit)
	Re-rental achieved for less money than the original booking (made by YOU)	Any refund at this point is at the discretion of the Company
Termination of the Contract due to You being in breach of any of these Conditions or the Contract	N/A	No refund. You will be invoiced for the Balance Payment if you have not yet paid it.

9. **Right of re-entry and right to evict**

9.1. The Company, or their representative, is entitled to enter the property, without providing You with prior notice in the following circumstance:

9.1.1. In an emergency, to include where repairs are required to be carried out due to a report made by You or damage caused by You; or

9.1.2. Should you be in breach of any of these Conditions, the Company or their representative, has reasonable ground to believe that you are in breach of these Conditions and of the Contract; or

9.1.3. The Company have received reports from a third party that may lead to you being in breach of these Conditions or Contract. Including breach of the Property noise policy.

9.2. The Company, or their representative is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). In this circumstance, reasonable notice will be given first.

9.3. Should re-entry be required on the basis that you are in breach of these Conditions, no notice of re-entry is required and you may be required to leave the Property immediately at the request of the Company, in which case the Contract between You and the Company shall terminate immediately, with no compensation or liability being owed to You by the Company.

9.4. Should access be required pursuant to this clause 9, You agree not to obstruct the re-entry of the Company and / or the Company Representative (to include workmen) to the Property.

10. **Noise Policy**

10.1. We ask all guests to show consideration to the environment and to the neighbours of the Property in all manners and at all times.

10.2. The noise policies, which you are required to follow are as follows;

10.2.1. After 11pm and before 9am, please use terraces and gardens around the house as quiet areas

10.2.2. Please do not set up music systems outside the house

10.2.3. Please limit any loud music playing inside the house so it cannot be heard outside

10.2.4. Please show consideration for our neighbours in the early morning and late evening

- 10.2.5. If you are having any deliveries or ordering taxis, please ensure they have clear directions
- 10.3. Should You be in breach of any of the conditions set out in this clause 10 and the Company have received a complaint by a third party, the Company will provide you with a written warning and an opportunity to remedy the breach in the first instance.
- 10.4. Should you fail to observe the conditions set out in this clause 10 and warning has been given as set out in clause 10.3 above, the Company shall have the right to ask you to leave the Property immediately thus terminating the Contract and in such a case the Company shall be liable to You for any reimbursement of any monies paid, including the Cautionary Deposit.
11. **Pet Policy**
- 11.1. For the avoidance of doubt, this policy applies to all pets and not just dogs
- 11.2. If you wish to bring any pet, you must notify the Company at the time of booking on the Booking Form. It is your responsibility to ensure that the Company is aware at the time of booking that you are bringing pets.
- 11.3. The Company allows a maximum of 3 pets free of charge, any additional pets need to be agreed in advance and charges will apply.
- 11.4. Should You bring a pet, You must comply with the following conditions:
- 11.4.1. Not allow pets upstairs, on beds or any other furniture, on carpeted or wooded floor areas.
- 11.4.2. The pet must sleep downstairs either in the utility room or another appropriate room with hard surface flooring.
- 11.4.3. You must supply your own pet bed, food and any other pet amenities
- 11.4.4. Any fouling at the Property must be cleared up by You without delay and disposed of accordingly
- 11.4.5. The pet must not be left alone at the Property, at any time and must go with You whenever you leave the Property
- 11.4.6. You must ensure that the pet is free from parasites before the Rental Date, failure to do so may incur further charges which the Owner is entitled to recover from you in full
- 11.4.7. The pet must not be allowed to roam free in the fields or gardens nearby
- 11.4.8. You must be mindful of other people and animals, including livestock, in the vicinity so as not to allow your pet to become a nuisance.

11.5. Should any of the conditions stated in clause 11.4 above be breached by You, the Company have the right to deduct any sum from the Cautionary Deposit so as to deal with such breaks. Should the Cautionary Deposit be insufficient to remedy such breach, the Company shall have the right to recover any sum from You so as to make up any shortfall.

12. **Smoking Policy**

12.1. The property is entirely smoke free inside all buildings, including the pool house.

12.2. There are ashtrays provided outside which should be used at all times. If emptying is required during the Rental Period, it is your responsibility to ensure the butts are properly extinguished and disposed of appropriately.

12.3. Should the Company be required to clean the Property due to non-compliance of this clause, the Company shall be entitled to use the Cautionary Deposit so as to remedy such a breach.

13. **Disabilities & Medical Problems**

13.1. If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If the Company reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

14. **Pool House, Gym and Playground**

14.1. The pool house, gym and playground should be used with great care and user manuals and signage should be referred to where available

14.2. You and every member of your party are responsible for the safety of any child using the pool, gym or playground.

14.3. No child should use the pool, gym or playground unattended by a responsible adult.

14.4. No glass should be taken into the pool house

14.5. The Company will provide You with an information pack, the rules in which must be complied with by all persons using these amenities. Failure to observe such rules may result in these amenities being closed for the rest of the duration of the Rental Period.

14.6. Should the amenities be closed during your stay, due to You being in breach of any of these conditions, You will have no right to compensation.

15. **Insurance**

- 15.1. The Company suggests that You obtain adequate travel insurance prior to the Rental Date, for cover during the Rental Period for all matters to include cancellation of the booking for the Property, loss and personal injury and situations outside of anyone's control e.g. Snow or other extreme weather
- 15.2. Should a policy be taken out by You, or any member of your party, the Company may request a copy of the same at any time.

16. **Limitation of Liability**

- 16.1. The Company neither excludes or limits their liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of employees or agents; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Booking Service.
- 16.2. You acknowledge that in booking the Property, all personal belongings and vehicles including the contents of those vehicles, belonging to You and any member of your party, is left at the Property entirely at your and their own risk. The Company shall accept no responsibility for any loss, damage or injury to You or your guests and to yours or their personal property during the Rental Period, except for any such loss which has been caused by the Companies own negligence.

17. **Complaints**

- 17.1. Should You wish to make a complaint during the Rental Period, You should notify the Company during the stay as soon as you become aware of the issue, so that every attempt can be made, by the Company to resolve the issue as soon as possible. The complaint should be followed up, in writing, no later than 14 days after the end of the Rental Period to the Company.
- 17.2. If the complaint is not resolved, nothing in this section affects your legal rights.

18. **Data & Privacy**

- 18.1. In making a booking, the Company will ask for your personal information such as your name, address, email address, telephone number, personal identification and payment details.
- 18.2. The Company guarantees that any information will remain confidential and is protected under the EU General Data Protection Regulation (GDPR) (EU) 2016/679
- 18.3. The data handling policy of the Company can be located on the Properties Website

**19. Force Majeure Event**

- 19.1. The Company shall not be in breach of these conditions nor liable for delay in performing, or failure to perform, any of its obligations set out in these conditions or otherwise, if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 19.2. Should a Force Majeure Event happen during the Rental Period, the Company will do all that is reasonably practicable to provide You with alternative accommodation. However, should alternative accommodation not be found or accepted by YOU, the Company shall not be liable to You for any loss incurred by You for events that are outside of our control. Refer to clause 15.1 Travel Insurance

**20. Severance**

- 20.1. If any provision or part provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
- 20.2. If one party gives notice to the other of the possibility that any provision or part provision of these Conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**21. Governing Law and Jurisdiction**

- 21.1. These Conditions and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England and Wales and the parties irrevocable agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.