

IN THESE TERMS AND CONDITIONS:

- The 'Holiday Let' means the agreement made on the date shown on the Booking Form between the Owner and You under which the Owner grants to you and Your Party licence to occupy the Holiday Property for the Holiday Period for the purpose of a holiday subject to the Terms and Conditions
- The 'Booking' means the agreement for the Holiday Let
- The 'Booking Form' means the form sent to you by letter, e-mail or any other electronic form confirming the agreement for the Holiday Let for the Holiday Period.
- The 'Commencement Date' means the date shown on the Booking Form as the commencement date of the Holiday Period.
- The 'Departure Date' means the Departure Date referred to in the Booking Form as the date on which you are required to vacate the Holiday Property.
- The 'Deposit' means the deposit referred to in the Booking Form.
- The 'Good Housekeeping Deposit' means the amount stated at the time of booking in respect of the Holiday Property.
- The 'Holiday Cost' means the Holiday Cost stated in the Booking Form and includes the Good Housekeeping Deposit.
- The 'Holiday Property' means the property referred to in the Booking Form.
- The 'Holiday Period' means the period from 4:00 pm on the Commencement Date to 10:00 am on the Departure Date.
- 'Hutton John Estate' means Fraser & Fraser Limited whose registered office is at Hutton John Estate, Hutton John, Penrith, CA11 0LZ
- The 'Owner' means the owner of the Holiday Property.
- 'These Terms and Conditions' means the terms and conditions (including the definitions) set out in this document.
- 'You' means the person or persons referred to on the Booking Form as the customer.
- 'Your Party' means the other person or persons staying with you at the Holiday Property.

1. Nature of the Agreement

The contract for the rental of the property is made between You and the Owner (Kate Fraser). This Holiday Let is granted by the Owner to You for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to any form of statutory security of tenure either now or when the Holiday Period ends.

1.1 – Suitability for your needs:

You agree that You will take reasonable steps to ensure that the property You book is suitable for your needs. This may include issues such as property type, location, access, facilities, layout, grounds/garden and so on. Hutton John Estate will answer any queries about their properties in order that you can make a fully informed decision about a property's suitability prior to making a confirmed booking. A confirmed booking is deemed to have been created at the point when the deposit for the rental is paid. Location – all properties are pinpointed on a map on the Hutton John Estate website, Owners Direct (HomeAway) or Holiday Lettings (Tripadvisor). If You are still not sure if a location is suitable for Your requirements, You must enquire with Hutton John Estate to satisfy yourself the property is in a suitable location/setting for You.

2. Hutton John Estate

Hutton John Estate are the Owner and are duly authorised to act in all matters relating to the Holiday Let in accordance with the Terms and Conditions and the Booking Form.

3. Licence to Occupy

The Owner permits you to occupy the Holiday Property as stated in the Booking Form for the Holiday Period for the Holiday Cost and to the use of the furnishings, kitchen equipment, crockery, glasses, bedding and towels provided in the Holiday Property. For the avoidance of doubt, please contact us for full information by emailing kate@hutton-johnestate.co.uk.

4. Owner's Obligations

The Owner will subject to condition 12 and except in an emergency, allow You and Your Party enjoyment and use of the Holiday Property for

the Holiday Period free of interruption except for any purposes detailed in section 5.1

The Owner confirms that:-

- the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended
 - that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE (European Conformity) symbol and that electrical equipment conforms to Electrical Equipment (Safety) Regulations 1994
- he has complied with the requirements of the General Product Safety Regulations Act 2005
- he has complied with the Gas Safety (Installation and Use) Regulations 1998 and the Safety Certificate is available for inspection by You at the registered office of Hutton John Estate.

he will ensure that any private water supply is tested in accordance with local authority requirements for testing for potability.

5. Your Obligations

You or Your Party must:-

5.1 allow the Owner and/or Hutton John Estate employees access to the Holiday Property at all reasonable times and in the case of emergency at all times with or without You or Your Party being present to enable maintenance work to be carried out, allow visits to enable the Owner and/or Hutton John Estate employees to comply with all relevant statutory requirements and the requirements of all regulatory bodies to which the Owner and/or Hutton John Estate employees belong relating to the Holiday Property, allow visits (following advance notification to You) by inspectors representing Visit England to conduct their annual star rating assessment of the Holiday Property You are staying in.

5.2 keep the Holiday Property and furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition and be responsible for the cost of repairing any damage to the same. Not cause any damage to any part of the Holiday Property, its fixtures, fittings, dé-

cor, equipment or grounds (within the curtilage of the Holiday Property). Failure to uphold these obligations may lead to a claim against You for costs pursuant to conditions 8.1 / 8.2.

5.3 not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises.

5.4 not smoke in any part of the Holiday Property. If it is evident that smoking has occurred during Your stay you may be required to vacate the property and forfeit the remainder of Your booking. At the departure date no sign of smoking shall be evident at the Holiday Property, otherwise a charge may be made to rectify issue caused by the effects of members of Your party smoking, up to and including liability for the cost of cancelling all or part of any subsequent booking if the property has been rendered uninhabitable.

5.5 not do or permit any act that would make any insurance policy on the Holiday Property void or voidable or increase the premium to include over occupation of the property, i.e. no more than the advertised number of occupants designated for the property may occupy the property to include infants/babies. You must not permit temporary visitors to the Holiday Property to stay overnight nor block any fire escape routes or access to opening windows. Should you breach this term You may be required to vacate the Holiday Property with the booking being treated as if it had been cancelled by You. In such a situation You will forfeit the value of any unexpired portion of your stay and no consideration will be made towards any associated costs You may incur as a consequence of You being required to vacate the property.

5.6 not bring any pet to a property which is advertised as not allowing pets, otherwise an additional cleaning charge may be made for any additional work required to render the property habitable for any subsequent guests who may suffer from a pet hair allergy.

5.7 Vacate the property by 10am on the departure date. Failure to do so

will result in You being charged a further day's proportionate holiday cost at the prevailing tariff into which Your occupation extends.

6. Payment

You must pay a minimum deposit of the Holiday Cost, any extras, when placing the booking with Hutton John Estate. The balance of the Holiday Cost, any extras, and the booking fee is due 60 days before the Commencement Date. Where a Booking is made less than 60 days before the Commencement Date the Holiday Cost, any extras, and the administration fees are payable in full when making the Booking.

7. The Holiday Period

The Holiday Period will commence at 4:00 pm on the Commencement Date and you must have vacated the Holiday Property with Your Party and effects by 10:00 am on the departure date. Failure to do so will result in You being charged a further day's proportionate Holiday Cost as per condition 5.7.

8. The Good Housekeeping Deposit

8.1 The Good Housekeeping Deposit (the cost of which is stated on the booking form or notified to you verbally if booking via telephone) will be held by Hutton John Estate to be applied against the reasonable costs of miscellaneous repairs and/or replacement and additional cleaning of furnishings, kitchen equipment, crockery, glass, bedding and towels damaged or soiled otherwise than by usual wear and tear during the Holiday Period by You or other members of Your Party. The balance of the Good Housekeeping Deposit will be returned to you within 21 days of the Departure Date where it is deemed by Hutton John Estate/ Owner You have no liability to such costs. Where such costs exceed the Good Housekeeping Deposit for the property you have booked, You will pay such excess to Hutton John Estate within 14 days of being notified of the excess. Please note: criminal or wilful damage will not be covered by this deposit.

9. Keys and Parking Permits

Hutton John Estate will issue to you one set of keys to the Holiday Property at the Commencement Date. You must return the keys to Hutton

John Estate or to the Holiday Property's keybox where applicable on the Departure Date as directed by Hutton John Estate. If you lose a key, Hutton John Estate will replace it upon you paying the reasonable costs of having the replacement cut or alternatively the cost of replacing the key will be deducted from the Good Housekeeping Deposit.

If a parking permit(s) are issued to you, you must return these as directed to either the Holiday Property or the Hutton John Estate office as appropriate. Failure to return the permit upon departure will result in a fee of £50 being charged to You.

10. Outgoings

10.1 Electricity, gas and oil are included where applicable in the Holiday Cost. The Owner reserves the right to charge You for any excessive use of electricity, gas, oil, telephony, TV services or WiFi. where applicable.

10.2 Fuel for open fires/stoves is not provided unless specifically advertised as being provided. If inappropriate fuel is used on an open fire or stove you will be liable for the cost of making good any damage. If You are in any doubt about how to use an open fire/stove or what fuel to use, You must first check with Hutton John Estate.

10.3 Wi-Fi is usually provided free of charge but there are exceptions and if so, this will be made clear in the Holiday Property's particulars. No warranty is given as to the speed of wi-fi service nor its reliability as these factors vary considerably according to location, service provider and other factors. Wi-fi service is provided with the expectation that speeds/ data allowance may be limited and no compensation will be given as a consequence of slow speeds / over consumption of data usage. Wi-fi may not be available at all times and is provided for pleasure and not business purposes only. Bookings cannot be accepted if they are solely reliant on the provision of uninterrupted and unlimited provision of Wi-fi.

11. Linen/Equipment/Food

11.1 Cots, where supplied, are travel cots and only supplied with padded bases. High chair type may vary from property to property. All cots and high chairs meet European safety standards. All baby bedding and linen

must be provided by You. There is a cost for hiring cots and high chairs which is shown on the booking form.

11.2 The Owner will not be responsible for providing food, washing up liquid, dishwasher and washing machine powders other than a 'starter pack' to include a limited supply of washing up liquid, dishwasher tablets, 'J' cloth, tea towel and scouring sponge. A minimum of one toilet roll per toilet facility will be provided.

11.3 Clean bed linen will be provided at the commencement of the Holiday Period. No change of bed linen will be provided except where the duration of the rental period exceeds a period of 14 days or longer in which case a weekly change of bed linen and towels will be provided

11.4 One standard size bath towel and one hand towel are provided for You and each member of Your Party. A charge will be deducted from the Good Housekeeping Deposit in respect of each towel lost or damaged.

11.5 In case of any failure of any domestic appliances and equipment, You must report the failure to allow attempts to repair such items wherever practicable. Compensation for non-working appliances/ equipment will not be given where access to the property for the purpose of attempted repair is denied by You.

12. Use

The Holiday Property must not be used except for the purposes of a holiday by You and Your Party during the Holiday Period and not for any other purpose or longer period. See section 5.7

13. Early Termination

This Holiday Let may be terminated before the end of the Holiday Period by the Owner or Hutton John Estate (as agent for the Owner) directly giving You notice of termination in the event of You or a member of Your Party being in material breach of these Terms and Conditions. The let may also be terminated by reason of fire or other event which renders the property uninhabitable. In the case of termination otherwise than by reason of your breach or the breach of a member of Your Party, Hutton John Estate shall return to You the appropriate proportion of the Holiday Cost attributable to the unexpired remainder of the Holiday Period and the balance due of the Good Housekeeping Deposit.

14. Cancellation

Hutton John Estate reserve the right to cancel the Holiday Let where operational circumstances cause the Holiday Property to become unavailable or uninhabitable during the Holiday Period, including the withdrawal of the Holiday Property from the Hutton John Estate Portfolio. In such circumstances Hutton John Estate will endeavour to offer an alternative property from the Hutton John Estate Portfolio to You from the Commencement Date to the Departure Date. Should Hutton John Estate cancel the Holiday Let in this way and You do not accept an alternative property or a suitable alternative property is not available from the Hutton John Estate Portfolio, a refund will be made to You of all monies paid. In any case where an alternative property offered to you costs more than the original property booked, and you accept the alternative property offered, you will agree to paying the balance of the cost between the lower and higher cost properties. Where an alternative property is offered to you and the alternative costs less than the original property booked, and you accept the alternative property option, you shall be refunded the balance of the cost between the higher and lower cost properties.

15. Cancellation by You

15.1 If You cancel the Holiday Let, You are still liable to pay the balance of the Holiday Cost.

15.2 Hutton John Estate (as agents for the Owner) will seek to re-let the Holiday Property at the best possible price for the Holiday Period (but not necessarily at the Holiday Cost advertised on Hutton John Estate' website. If the Holiday Property re-lets for the Holiday Period, monies received by Hutton John Estate will be used to refund You for the Holiday Cost paid less an administration Holiday Cost of £30.00, any extras already paid and a handling charge of £50.00. This refund will be made within two weeks of the end of the Holiday Period.

15.3 No refunds will be given for cancellations made within the four week period prior to the Commencement Date of the Holiday Period.

15.4 Voluntary curtailment. If You depart voluntarily from the property

before the end date of the rental period, no refund shall be given in respect of the portion of the rental period when you do not occupy the property. See also conditions 21, 25.

16. Website Accuracy

Details of the Holiday Property given by Hutton John Estate are accurate at the time of publishing on the Hutton John Estate website. Hutton John Estate reserves the right to make alterations to their website at any time and you are advised to view the most up to date details of the Holiday Property on the Hutton John Estate website.

17. Lost Property

Hutton John Estate will retain any items left at the Holiday Property for a period of 28 days from the Departure Date. Items will be returned to You if requested, at a cost of £10.00 plus postage and packing. Hutton John Estate do not accept responsibility for the safe carriage of any items returned. Items of food and drink will not be returned.

18. Pets

18.1 If pets are permitted in the Holiday Property this will be stated on the Hutton John Estate website. Pets are not allowed onto the furniture or into bedrooms and are not to be left alone in the Holiday Property or in the grounds of the Holiday Property. At the Departure Date no sign that the pet has been at the Holiday Property or grounds shall be evident and no nuisance or annoyance shall be caused by the pet to the neighbours to include excessive noise. If pets are permitted in the Holiday Property no guarantee is given that the Holiday Property will have a secured enclosed garden or other means to secure the pet outside. See also conditions 5.3, 8.1

18.2 Where Hutton John Estate's website states pets are not permitted in the Holiday Property, Hutton John Estate cannot give any warrantee or undertaking to You or any member of Your Party that the Holiday Property is suitable for sufferers of pet related allergies.

19. Compensation

Neither the Owner nor Hutton John Estate can accept responsibility or pay any compensation where the Holiday Let is frustrated in circum-

stances amounting to force majeure, including events such as the destruction and damage of the Holiday Property through fire, flood, explosion, storm or weather damage or adverse weather conditions, neighbouring building works, noise disturbance burglary, criminal damage, riot or civil strife, industrial action, natural or nuclear disaster, war or threat of war, actual or threatened terrorist activity, non-availability of public transport, destruction/interruption of utility services, epidemic, temporary invasion by pests and/or similar situations beyond the control of the Owner, either before the Commencement Date or during the Holiday Period.

20. Vehicles

20.1 Vehicles are parked and left at the Holiday Property entirely at your own risk.

20.2 If the Holiday Property has the benefit of an on-street parking permit or any other

form of parking permit You will be responsible for any fines imposed for failure to display the permit as directed by Hutton John Estate. You or members of Your party must park only in the designated parking areas, if provided, and not cause any obstruction to occupants of neighbouring properties. Parking may not always be directly outside of your chosen property Please refer to your directions to the property for more details

21. Weather

No liability is accepted by Hutton John Estate for access difficulties to the Holiday Property caused by weather conditions affecting public and private roads. Every effort will be made to keep you informed of adverse weather conditions via the Hutton John Estate website /social media, which may affect public or private access to the property, however, road conditions can change rapidly. Therefore, you are strongly advised to seek the latest information relating to access prior to setting off on your journey – see term 15.3

22. Water/Utility Supply

22.1 Hutton John Estate cannot accept responsibility for water shortages caused as a result of drought conditions, emergency works by utility operator(s) (to include electricity, gas or wi-fi) or an act of omission of the

relevant utility operator or any other cause outside the control of Hutton John Estate.

22.2 If the Holiday Property has a private water supply you are advised to boil water before drinking or using it in cooking. See term 4.

23. Amenities

Where the Holiday Property has amenities such as swimming pools, boats or other leisure facilities, the use of these amenities are offered entirely at your own risk and no responsibility can be accepted for injury, loss or damage to You or members of Your Party, except where Hutton John Estate have breached a legal duty of care owed to You or a member of your party or breached the terms. Please enquire if You are not sure about anything to do amenity provisions.

24. Refuse Collection

You are required to put refuse/recycling in the appropriate place to await collection in accordance with the instructions left at the Holiday Property. You are also required to return the bin to the appropriate location following collection. Notify Hutton John Estate if a collection is missed.

25. Complaints

If problems do occur for whatever reason, the contact number to call out Hutton John Estate services is 01768 483742 . This number is given on booking confirmation correspondence, customer feedback forms and property information folders within properties.

Your first contact point will be Hutton John Estate.

If a complaint is not resolved by their staff, Owner, or associated contractors following your first report, we will put into place the following procedure:

With reference to our booking conditions, the following procedures shall apply:

- If you are staying at the property when the unresolved complaint is escalated, then you must contact our offices by telephone, email or in person to report the issue(s) at the earliest opportunity and provide evidence if possible.
- We can be contacted 7 days a week on our switchboard number (01768 483742).

- If you do not have phone reception at the location where you are staying you must make reasonable efforts to make a call from a nearby public telephone or send us an email.

In order for us to deal with a complaint in these circumstances it is essential that you give Hutton John Estate reasonable opportunity to rectify the problem. This includes allowing Hutton John Estate staff or contractors access to the property at a reasonable time to assess and rectify any problems (see condition 11.5, 15.4). No compensation will be offered where opportunity to rectify problems is denied by You. You must not vacate the property as a consequence of any complaint raised by You (unless there is an evident danger to You or Your party) until the complaint can be assessed by Hutton John Estate and reasonable attempts to rectify the problem(s) can be attempted. Any consideration of compensation will be affected by You allowing or frustrating such reasonable attempts to rectify any problem(s)

- Where appropriate, we may need to contact the property owner to seek permission to undertake repairs and in any case we will always advise the property owner in the first instance of any cause for complaint. Please note the booking conditions which define your holiday booking contract as being between You (the guest) and the property owner (see booking conditions 'definitions' and condition 1)

If you are not satisfied by the attempts to resolve the problem(s) and you have left the property, you are requested to put your comments in writing (by email, letter or Customer Questionnaire) and send to our registered address. We will endeavour to respond to all such complaints within 28 days of receipt. Where this is not possible you will be advised of the estimated resolution timescale.

26. Data Protection

Hutton John Estate use the information You or Your Party provide for the purpose of providing holiday services to You and Your Party and also for related purposes of administration, statistical analysis, marketing, customer services and improving customer services. This may include the release of information to third parties such as property owners and their representatives, professional tradesmen, appointed contractors or any other organisation for whose services you have procured through Hutton John Estate.

Hutton John Estate use of that information is subject to the Data Protec-

tion Act 1998. You and Your Party have a right of access under data protection legislation to the personal data that Hutton John Estate hold about you and Your Party.

Hutton John Estate may from time to time send you information which Hutton John Estate think might be of interest to you. If you do not wish to receive that information please notify Hutton John Estate in writing at the address given in these Terms and Conditions.