

Heritage Mews self catering cottage, Stratford-upon-Avon

Heritage Mews, 42 New Street, Old Town, Stratford-upon-Avon, Warwickshire, CV37 6BX, England.

Terms and Conditions of Hire

1. Contract: A contract between Val & Simon Broke-Smith, the Owners of Heritage Mews (the Property), and the Customer comes into force when the Owners issue a Booking Confirmation to the Customer. The contract is subject to the terms and conditions herein.

2. Booking and payment: A provisional telephone or email booking is held for 5 days, pending receipt of a completed Booking Form and non-refundable deposit of £75 per week or short break. The Owners issue a Booking Confirmation on receipt of the deposit and Booking Form. The balance of the rental is due 8 weeks before the arrival date. If the total rental is not paid 8 weeks before arrival, the Owners are entitled to treat this as a cancellation and the deposit will be forfeit. Payments can be made by sterling cheque payable to S & V Broke-Smith or bank transfer. For bookings made within 8 weeks of arrival, the total rental must be paid at the time of booking.

3. Cancellation: The Customer must make any cancellation after the total rental has been paid, in writing to the Owners. The Owners will seek to re-let. If they re-let, the Owners will refund to the Customer the monies received for the re-let holiday less the Customer's deposit of £75. If they do not re-let, no refund will be made. If the Owners cancel a booking for whatever reason, their liability is limited to returning to the Customer all payments received for the booking. Customers are recommended to obtain travel insurance covering the possibility of cancellation.

4. Occupancy: This is a holiday letting and as such is exempt from security of tenure. The Property can be occupied by non-smokers only. Pets are not permitted at the Property. Customers can arrive after 3pm on arrival day and must vacate the Property by 10am on departure day. The number of persons occupying the Property shall not exceed three (plus one infant age under two years in a cot). The Customer must not allow any person other than the persons named on the Booking Form to occupy or use the Property and its facilities, except with the Owners' prior consent. Customers must show due consideration to third parties. If any Occupancy condition is not met, the Owners are entitled to refuse to allow the Customer to take possession of the Property, or to repossess the Property without notice and to make an additional charge. In these circumstances, the Owners will not refund any monies received for the booking and will not have any liability to the Customer as a result of this situation arising.

5. Liability: The Owners shall not be liable to the Customer or third parties for loss, damage or injury to persons or to any vehicle or effects brought onto the Property.

6. Property Care: The Customer shall take reasonable care of the Property during the rental period. The Customer shall leave the Property and its contents in the same state of cleanliness, general repair and order as at the start of the rental period. The Owners are entitled to make an additional charge for any extra cleaning required after the Customer's occupancy, and for any consequential loss. In the event of any breakage or damage caused by the Customer or a member of his/her party, the Customer must report this to the Owners at the time and must reimburse the Owners for the cost of replacement or repair, and for any consequential loss. The Owners are entitled to repossess the Property without notice if they reasonably believe damage to the Property or its contents has been caused or is likely to be caused by the Customer or a member of his/her party. In these circumstances, the Owners will not refund any monies received for the booking and will not have any liability to the Customer as a result of this situation arising.

7. Maintenance: In the event of any maintenance problem in the Property or malfunction of any appliance or equipment, the Customer is expected to report this to the Owners as soon as possible, so that repairs or maintenance can be carried out. The Owners (and their workmen) have the right to enter the property at any reasonable time for maintenance or inspection.

8. Complaints: If the Customer has cause for complaint, he/she should contact the Owners immediately so that the matter can be resolved. Complaints not reported at the time and not during the rental period cannot be entertained or investigated later, after the end of the rental period.