

# The Clough

## Rental Terms and Conditions

1. These Conditions of Hire and the receipt shall constitute a binding agreement between the Hirer and the Owner.
- 2.1 The Hirer takes the premises and agrees to pay to the Owner the rent in accordance with these Conditions of Hire. In the event of non-payment of deposits or outstanding balances by the due date the Owner will be free to cancel the reservation by giving notice to the Hirer and to retain all moneys paid by the Hirer and re-let the premises.
- 2.2 The Owner retains the right to ask for the payment of a non-refundable deposit, due to be paid by the date requested in the reservation confirmation.
3. The Owner will release the keys of the cottage to the Hirer on payment of the rent in accordance with the Reservation Form.
4. The Hirer will:
  - 4.1. not make any alterations or additions to the property the decorations or the furniture nor deface the premises and will keep and leave the premises and the furniture clean and tidy in the same state of repair and condition as they are in on the day the Hirer takes possession, and nor remove any of the furniture from its position in the property.
  - 4.2. Not do anything on the property which may be or tend to be a nuisance annoyance or cause damage to the Owners or occupiers of any of the neighbouring and adjoining property.
  - 4.3. Use the property for the purpose only of a private holiday residence for up to four people and the Owner reserves the right to withhold and/or withdraw the keys of the property if that number is exceeded. The Hirer will not assign, sublet or part with or share possession of the property or any part of it.
  - 4.4. Permit the Owner or his representative to have access to the property at reasonable times.
  - 4.5. To deliver to the Owner all the keys of the property on the last of the dates mentioned in the reservation Form. In the event of any failure by the Hirer to do so the Hirer is to be responsible for payment on demand of the full cost of any replacement keys and/or locks to the property.
  - 4.6. Should the Owner or his representative be called upon by the Hirer to provide access to the property as a result of the Hirer having lost the keys the Hirer will be required to pay the cost of the replacement keys.
5. If due to circumstances beyond his control the Owner finds it necessary to alter or cancel the reservation of the property the Owner shall refund in full all moneys paid to the Owner and shall not be under any further liability to the Hirer.
6. It is agreed by the Hirer and the Owner that the premises are to be occupied by the Hirer for a holiday home as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and the Hirer acknowledges that the tenancy granted by this agreement is not an assured Tenancy and that no statutory periodic tenancy will arise on the determination of the term.
7. Whilst every effort is made to ensure that the accuracy of the information given either orally or in writing and all representations are made in good faith, no such representations will create any liability on the part of the Owner.
8. If any clause contained in these conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other clauses and the remainder of the clause shall not be affected.