

Conditions of rental

Updated 1st April 2003

1. The property is known as Orlando, 25 King Street, Aldeburgh ("the Property") is offered for holiday rental subject to confirmation by Mr & Mrs P Hatcher ("the Owners") to the renter ("the Client")
2. To reserve the Property, the Client should complete and sign the booking form and return it together with payment of the initial booking deposit of £250 per rental period. Following receipt of the booking form and deposit, the Owner will send a confirmation invoice and statement. This is the formal acceptance of the booking. The property will not be considered booked until the deposit cheque has been received and cleared.
3. The full rental value is payable not less than eight weeks before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the reservation is cancelled. The client will remain liable to pay the balance of the rent unless the Owner is able to re-let the Property. In this event, clause 6 of these booking conditions will apply. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.
4. The booking deposit will be retained and will form the breakage deposit (£200) and the telephone deposit (£50) from the commencement of the rental period
5. Any chargeable expenses arising during the rental period e.g. damage to the property or its contents will be deducted from the breakage deposit. However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The Owner will account to the Client for the security deposit and refund the balance due within four weeks after the end of the rental period. Telephone calls will be deducted from the retained telephone deposit. Telephone bills are generally received monthly. If the call charges exceed the retained moneys, the client will be liable for any additional costs and will be billed accordingly.
6. Subject to clauses 2 & 3 above, in the event of a cancellation, refunds of amounts paid will be made if the Owner is able to re-let the Property and any expenses or losses incurred will be deducted from the refundable amount. The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings, public liability etc., since these are not covered by the Owner's insurance.
7. The rental period shall commence at 4.00 p.m. on the first day and finish at 10.00 am on the last day. The Owner shall not be obliged to offer the accommodation before the first time stated and the Client shall not be entitled to remain in occupation after the time stated for any reason.
8. The maximum number to reside at the Property must not exceed 14 unless the Owner has given permission.
9. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in a clean and tidy condition at the end of the rental period. Although a final clean is included in our prices, the Owner reserves the right to make a retention from the security deposit to cover additional cleaning costs if the Client leaves the Property in an unacceptable condition. The Client also agrees not to act in any way which would cause disturbance to those resident in neighbouring properties.
10. The Client shall report to the Owner without delay any defects in the Property or breakdown in the equipment, plant machinery or appliances in the Property, and arrangements for repair and/or replacement will be made as soon as possible.
11. No pets are allowed at the property
12. The owner shall not be liable to the Client:
 - for any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery or appliances in the Property.
 - for any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or matters beyond the control of the Owner.
 - for any loss, damage or inconvenience caused to or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owners shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
13. Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

The contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.

PJ & HOA Hatcher January 2002