

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. The Licence is the agreement to be entered into between the Owner and the Licensee which incorporates this document**
- 1.2. The Owner is H & DR Bainbridge of Middleton Grove Farm, Middleton on Leven, Yarm, North Yorkshire, TS15 0JU**
- 1.3. The Licensee refers to you**
- 1.4. The Specified Fee is the fee agreed between the Owner and the Licensee for the purpose of occupying the holiday cottage for the Holiday Period**
- 1.5. The Holiday Period is the period of time which the Licensee can occupy the holiday cottage which will be agreed between the Owner and Licensee**
- 1.6. The Commencement Date is the first day of the Holiday Period**
- 1.7. The Departure Date is the last day of the Holiday Period**
- 1.8. The Cottage is the specific holiday cottage which you will be informed of prior to or on the Commencement Date by the Owner**
- 1.9. The Specified Guests are the guests specified by the Licensee at the time of booking.**

2. NATURE OF THE LICENCE

The licence is granted by the Owner to the Licensee for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Licence ends.

3. LICENCE TO OCCUPY

The Owner permits the Licensee to occupy the Cottage for the Holiday Period for the fee as specified by the Owner, payment of which is required in advance, together with use of the

furnishings, kitchen equipment, crockery, glasses and bedding as set out in the inventory that is in the kitchen.

4. PAYMENT

- 4.1. The Licensee must pay the Specified Fee. If the Specified Fee is paid by cheque it must be cleared funds before the Commencement Date. Cheques, which should be in favour of Middleton Cottages, should allow 5 days for clearance.
- 4.2. The Specified Period will commence at 4pm on the Commencement Date and the Licensee and Specified Guests must have vacated the Cottage, with all effects, by 10.00am on the Departure Date. Failure to do so will result in the Licensee being charged a further day's proportionate licence fee.
- 4.3. Deposit is 20% of the balance and is to be paid within 7 days of booking, the balance is to be paid six weeks prior to the stay, both deposits and balance are none refundable. If bookings are made less than six weeks before the start of stay full balance will be required at time of booking.
- 4.4. Should sufficient notice of cancelled booking be given, and the owner successfully secures another booking for the cancelled dates, the original deposit can be transferred to another date of stay.
- 4.5. Damage and breakages Bond - if owner requires a bond then the bond is refundable should no damage or breakages occur. Bond will be refunded either at time of departure or within 7 days after stay.
- 4.6. Bookings made through the online booking system are provisional until confirmed by the owner

KEYS

- 5.1. The Owner will issue to the Licensee one set of keys to the cottage on the Commencement Date.
- 5.2. If the Licensee loses a key the Owner will replace it upon the Licensee paying the reasonable cost of having a replacement cut.
- 5.3. The Licensee must return the keys to the Owner on the Departure Date by leaving them in the Cottage.

5. LICENSEE'S OBLIGATIONS

The Licensee must:

- 6.1. allow the Owner or the Owner's agent to enter the cottage to inspect the state of it, at all times without notice, causing as little inconvenience to the Licensee as reasonably practicable and making good any damage caused to the Cottage and the Licensee's property;
- 6.2. keep the Cottage and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition and be responsible for repairing any damage;
- 6.3. notify the Owners of any damage to the Cottage immediately;
- 6.4. not cause any damage to the walls, curtains, carpets, doors and windows of the Cottage;
- 6.5. not smoke in the cottages and dispose of all cigarette ends;
- 6.6. keep the hot tub in good condition and be responsible for paying for any damage;
- 6.7. adhere to the terms of use for the hot tub at all times which can be found in the welcome pack;
- 6.8. 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;
- 6.9. not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium;
- 6.10. not leave dogs in the Cottage or garden unattended and clean up any dog waste; and
- 6.11. comply with the regulations set out in the schedule, on the notice board in the Cottage, in the welcome pack in the cottage and any other regulations reasonably made from time to time after prior consultation with the Licensee and notified to the Licensee from time to time during the Holiday Period and ensure that they are observed by all members of his or her family.

6. USE

- 7.1. The licence is personal to the Licensee. The Licensee must not use the Cottage except for the purpose of a holiday by the Licensee and the Specified Guests during the Holiday Period, and not for any other purpose or longer period.
- 7.2. Only the Licensee and Specified Guests stated at the time of booking are permitted to stay in the Cottage. Should extra guests be found occupying the Cottage then the Owners are entitled to charge an additional fee.

7. EARLY TERMINATION

This licence may be determined before the end of the Holiday Period by the Owner giving the Licensee notice only in the event of the Licensee being in material breach of the terms of this agreement or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of the Licensee's default the Owner shall return to the Licensee the appropriate proportion of the Licence Fee attributable to the then unexpired remainder of the Holiday Period.

8. NOTICES

Any notice to be served on the Licensee under this agreement may be given during the Holiday Period by pinning a notice to the front door of the Cottage and shall be deemed to have been received upon the expiration of 24 hours after service.

SCHEDULE: THE REGULATIONS

1. The flowers and plants in the garden are not to be picked or pulled up and the lawn is to be kept tidy.
2. The Licensee's car, motor cycle or other vehicle must only be parked in the parking space marked as allotted to go with the Cottage. Cars are parked at the owners risk.
3. Additional electrical apparatus may not be connected to the electrical system and the existing apparatus may only be used at the density of one item to each outlet plug. The Licensee must not extend the electric wiring or cause overloading to the electrical system.
4. The Cottage is strictly non smoking.

