

BOOKING FORM

Swanage Holiday Properties Ltd, No 1, Unit 2, The AJM Centre, Prospect Business Park, Swanage BH19 1FE

Tel: 01929 421525

Email: enquiries@swanagehp.co.uk

Property Ref: _____ Property Address: _____

Name: _____

Address: _____ Telephone No: _____

_____ Mobile No: _____

_____ Email Address: _____

_____ Car Registration(s): _____

Postcode: _____ Car Model(s): _____

Dates From: _____ To: _____

No. of Adults: _____ No. of Children: _____

Names of all occupants (& age required if under 18)

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

N.B The occupation of the property is strictly limited to those named above.

PROPERTY:	
A. Property Price	£
B. Booking Fee	£20.00
C. SUB TOTAL:	£
D. TOTAL EXTRAS:	£
E. TOTAL AMOUNT DUE (C+D):	£
F. Deposit Enclosed (1/3 of A+B)	£
Balance Due (E - F)	£
Full balance due 6 weeks before	

EXTRAS:		
Linen (£12 per bed)	No.	
Super Kingsize		£
Kingsize:		£
Double		£
Single		£
TOTAL LINEN:		£
Towels (£3.50 per person)		£
Travel Cot (£20)		£
Highchair (£10)		£
Dog (if permitted)		Yes/No
Charge for dog (if permitted)		£
D. TOTAL EXTRAS		£

Some of our properties provide ancillary items such as bed linen, cots etc. as standard and these will be included in the property description. For those properties where items are not included & you would like to hire these from ourselves please complete the extras section of the booking form. Cots and highchairs will be delivered to the property, bed linen and towels will be available for collection with your keys on arrival.

Payment:

I have made a bank transfer for £ _____ Bank details: Sort code 404338 - Account Number: 11370324

If you would like to pay by debit or credit card please call the office on 01929 421525 during office hours or leave a telephone number where we can contact you here: _____

I AM OVER 18 YEARS OF AGE. I HAVE READ AND UNDERSTOOD THE BOOKING CONDITIONS AND TERMS OF HIRE AND AGREE TO BOUND BY THEM

Signed: _____ Date: _____

Approximate time of arrival: _____ Properties will be available from 3pm, this information is a guide for our purposes only and will prompt us to contact you if you plan to arrive out of office hours.

OFFICE USE ONLY - Letting only Properties

Owner Signature: _____

Date: _____

HOLIDAY LET TERMS AND CONDITIONS

1. All bookings are accepted on the following conditions. Swanage Holiday Properties Ltd may amend these Terms and Conditions by giving you written notice.
2. Swanage Holiday Properties Ltd is a booking agent for individual owners of properties and does not own the properties itself. In some cases Swanage Holiday Properties Ltd may also manage the property.
3. **IMPORTANT: Swanage Holiday Properties Ltd acts only as agent for the owner of the property and has no liability or responsibility directly to you. You will be contracting directly with the owner and we are not liable for any actions or omissions of the owner.**
4. **Your holiday is made on the basis that the Property is to be occupied by you and your party for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9. You and your party acknowledge that the holiday let under this agreement is not an assured tenancy and that no statutory periodic tenancy will arise on the determination of the term.**
5. If you wish to reserve one of the properties for the purpose of a holiday, please telephone us first to check availability. Please then complete the enclosed booking form in full and return it to us with a deposit of one-third of the total cost plus £20 booking fee.
6. By completing and returning the booking form, no contract exists between you and the owner but it allows us to make arrangements for the booking if possible. If the Property is available, when we receive the booking form and the owner accepts the booking, you will be sent confirmation of acceptance of the booking and the contract will be concluded between you and the owner when the acceptance is posted or emailed to you.
7. In the event that your booking is being made within six weeks of the commencement of the holiday, the full amount of the holiday must be sent with your booking form, if not your booking will not be complete until payment is received and we may find an alternative tenant.
8. Payment of the balance owing for the booking must be made within 6 weeks of the commencement date of the holiday. Non-payment of the balance 6 weeks before the holiday will be treated as cancellation of the holiday.
9. The Property will be available at 3.00pm on the day when the holiday is to commence and the Property must be vacated by 10.00am on the day of departure. This is subject to change when extra cleaning measures are in place. Please contact us to check time of arrival in the week before your holiday commences.
10. Occupation of the property is strictly limited to those persons named on the booking form. No variation of this is permitted without prior approval of the owner of the Property.
11. If the price is stated incorrectly we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and cancel the booking.
12. If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
 - (a) we have told you about a material change to the booking or these terms which you do not agree to;
 - (b) we have told you about a pricing error or there is a material error in the description of the services you have booked and you do not wish to proceed;
 - (c) there is a serious and realistic risk that the accommodation may not be provided to you because of events outside our control (such as fire or water damage to the property);
 - (d) you have a legal right to end the contract because of something we have done wrong.
13. If you are not ending the contract for one of the reasons set out above, the contract will end immediately but we may have to charge us compensation if we cannot re-let the property. If we are successful in re-letting the property, the amount paid less our reasonable expenses of re-letting the property will be refunded to you. If we cannot re-let the property, the full amount of the contract is payable in addition to our reasonable expenses for seeking to re-let the property. If the holiday has been paid for and we are unable to re-let the property you will not be entitled to a refund. If not already paid, the sums owing in addition to our expenses will become payable immediately. Should it become necessary to commence legal proceedings against you at any time to recover sums owing, you will also be liable for any costs and expenses associated thereto.
14. We may end the contract if you break it. We may end the contract at any time by writing to you if:
 - (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, full details of the individuals in your party;
 - (c) you commit a breach any of the terms of hire; or
 - (d) you commit a serious breach of this agreement.
15. You must compensate us if you break the contract. If we end the contract in the situations set out above you will not be entitled to be refunded any money you have paid to us and we may be able to charge you anything up to the full price plus any reasonable costs and losses we incur as a result.
16. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
17. **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
18. The use of Property and amenities, where offered, such as swimming pools, rowing boats etc. is entirely at your risk. We are not responsible or liable for any loss, damage or injury you suffer as a result of using such amenities. This clause does not apply to any personal injury or death suffered as result of our negligence.
19. In the event of any complaint, if we manage the property, you should notify us before the end of the holiday so that we may investigate the complaint and have the opportunity to correct it. If we do not manage the property you should contact the owner directly. In the event that you are unsure who to contact in the event of a complaint, please contact us and we will be happy to assist or refer you to the correct person.
20. We are not responsible for matters beyond our control which includes but is not limited to local happenings that may occur at any time, e.g. nearby building work, or noise from neighbours or commercial premises. Neither we nor the Owner accept responsibility for any matter beyond our control nor for the effects they may have on your enjoyment of the Property. This does not affect your statutory rights.
21. Whilst every effort is made in compiling this brochure as to accuracy at the time of printing, the properties and facilities described therein may be amended from time to time at the absolute discretion of Swanage Holiday Properties Ltd or the owner. Swanage Holiday Properties Ltd and the owner shall use their reasonable endeavours to ensure that the properties or the facilities are of a similar nature, although they may not be identical to those advertised.
22. **These booking conditions will apply to all confirmed bookings.**

TERMS OF HIRE

1. The tenancy is a holiday tenancy pursuant to Section 9 part 1 of the First Schedule Housing Act 1988 and is not an assured tenancy. The tenant is given no rights conferred had it been an assured tenancy.
2. **THE TENANT WILL:**
 - 2.1 Not smoke in the Property.
 - 2.2 Not allow pets in the Property unless permitted on the Property description.
 - 2.3 Not make any alteration in or addition to the property;
 - 2.4 Not do or suffer to be done on the property anything which may be or become a nuisance or annoyance to the owner or to the tenants or occupiers of (the rest of the said building or) the adjoining property or may vitiate any insurance of the property against fire or otherwise or increase the ordinary premium thereon;
- 2.5 Use the property and the said furniture fixtures and effects in a tenant-like manner;
- 2.6 Not remove any of the said furniture and effects from the property;
- 2.7 Not assign underlet charge or part with the possession of the property or any part thereof or of the said furniture fixtures or effects or any of them;
- 2.8 Not use the property or any part thereof for any other purpose than that of a private holiday residence;
- 2.9 Keep the garden (if any) tidy and in good order;
- 2.10 Yield up the property at the end of the tenancy with all the said furniture fixtures and effects in the same clean state and condition as they were at the beginning of the tenancy and make good pay for the repair of or replace all such articles of the said furniture fixtures and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage by fire expected);
- 2.11 Leave the said furniture and effects at the end of the tenancy in the rooms or places which they were at the beginning of the tenancy;
- 2.12 Pay for the washing of all linen and for the washing and cleaning of all counterpanes blankets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless to be allowed);
- 2.13 Gas, electric and power is included. However, we reserve the right, in our reasonable opinion to charge for excessive use.
- 2.14 Pay all charges made for the use of the telephone (if any) on the property during the tenancy or a proper proportion of the amount of such charges to be assessed according to the duration of the tenancy;
- 2.15 Permit the owner or the owners' agent at reasonable hours in the daytime to enter upon and view the property with prospective tenants or occupiers;
- 2.16 Not to permit more than the number of persons described on the Booking Form to reside in the property at any one time nor any animals and to observe any other special conditions contained herein.
- 2.17 The Tenant hereby acknowledges that his occupation of the property under this Agreement is required for his summer holidays ONLY and he undertakes to vacate the premises at the expiration of the tenancy to enable the Landlord to meet his obligations under other Agreements made or to be made for the seasonal holiday lettings and/or to reoccupy the premises himself.