

# RESTFUL BREAKS RENTAL AGREEMENT (Booking Contract)



## General

These terms/quotation/prices are only relevant for bookings made directly through Restful Breaks for Wilmar Lodge or Langview Cottage, via our website, social media platforms, telephone, email or verbally. Other booking or holiday agencies who are advertising our properties may have different rules & prices as they have different overheads and obligations (e.g. Booking.com).

## Booking Contract

These terms and conditions (the “**Booking Contract**”) are between, and shall bind the property owner, represented by Restful Breaks, a trading name and agent of Sheba Investments Ltd in all matters relating to the letting of Wilmar Lodge or Langview Cottage or any manager/agent appointed by them (referred to, through this document as (“**the property**”, “**property**”, “**we**”, “**us**”, “**their**” and “**our**”) and the holidaymaker(s) who book the property, Wilmar Lodge or Langview Cottage, (the “**Property**”) through one of our website, social media platforms, telephone, email or directly through one of our representatives. Each such booking is referred to in the Booking Contract as a “**Booking**”. References to “**you**” or “**your**” are references to the person making the booking and all members of the holiday party.

Any Booking is subject to this Booking Contract and the Booking & Cancellation Policy. This Booking Contract, the Booking & Cancellation Policy (both available upon request by email or from our website to view/read or download), and any email confirmation from us related to your booking enquiry/request, contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

The payment facilitator used by us on your Booking will be Sheba Investments Ltd or its trading name and agent Restful Breaks.

For the avoidance of doubt, you acknowledge and agree that the provider of the Property is Restful Breaks, a trading name or agent of Sheba Investments Ltd.

## Making your Booking

Unless otherwise agreed or online access is not possible due to internet outage or website maintenance issues, all bookings will follow this simple process:

- You will visit our website and enter your preferred dates, along with occupancy details.
- If the dates are available, you will get an option with the best available prices from our site, which will usually be better than external third-party sites, but we cannot guarantee this all the time.
- If you are in possession of a discount or special offer code, please input this in the relevant box before you check out so the final price can be updated.
- The final price will have a refundable damage deposit and a non-refundable cleaning fee.
- Once you are happy, please submit your form.
- Upon your submission you will get an email from the property asking you to either pay a deposit of 25%, 50% or full payment (100%) to secure and confirm your booking. The amount you will need to pay will depend on the time remaining between your booking date and your check-in date (please see our Booking & Cancellation Policy for the full schedule) Your booking will not be secure until the property receives clear funds in their account and they confirm this via email. This email will be your confirmation of the booking.
- The email will contain bank details. Please use your order number as reference for the payment.
- Please ensure you read the **Booking & Cancellation Policy and this Booking Contract** before making payment as you will be bound by these once the booking is confirmed (this does not affect your statutory rights).
- The booking shall be made, and this Booking Contract shall be effective once the booking fee (if any) and the initial deposit (as defined below) or full payment has been received by Sheba Investments Ltd or its trading name and agent Restful Breaks and you have received an email confirming the Booking (as defined below).
- If you have only paid a deposit, or partial payment of the full amount due, the owner or its agent/s reserve the right to cancel and nullify the booking as per the schedule in our Booking & Cancellation Policy, if the full payment is not received and cleared by the due date.

### If the property requires that you:

- make a payment in full, then you must pay the full amount for the Booking and the booking fee (if any) to Sheba Investments Ltd or its trading name and agent Restful Breaks by the due date; or

- pay an initial deposit (the “**Initial Deposit**”) followed by a balance payment (the “**Balance**”), then you must make both payments to Sheba Investments Ltd or its trading name and agent Restful Breaks within the specified time periods.

### **Damage Deposit and Cleaning Fee**

You shall be required to pay the applicable damage deposit (the “**Damage Deposit**”), cleaning fee and/or any other fees (“**Other Fees**”) as set out in any email from the property as part of your payment in full or your Balance payment (as applicable).

You should carefully check the details of any email, before making any payment to Sheba Investments Ltd or its trading name and agent Restful Breaks, regarding your Booking, as well as the Booking & Cancellation Policy & this Booking Contract and inform us immediately of any errors or omissions.

The damage deposit is refundable if the property is left as found, and not damage to equipment and property is identified. It is your responsibility to inform our agent as soon as you arrive if anything is missing or damaged. The cleaning fee is not refundable.

### **Paying for your Booking**

Where you have only paid the booking fee (if any) and an Initial Deposit, you are required to send to Sheba Investments Ltd or its trading name and agent Restful Breaks your payment for the Balance and you may be required to pay the Damage Deposit and/or Other Fees within a certain period prior to the arrival date specified in the email confirmation (the “**Booking Confirmation**”). If you fail to make the balance payment due, in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

### **If you cancel or amend your Booking**

If you need to cancel or amend your Booking you must write to us by email as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described below and in your email or booking confirmation applies to your Booking and Sheba Investments Ltd or its trading name and agent will refund any amounts due to you in accordance with the Booking & Cancellation Policy.

### **Cancellation Policy (for full policy please see Booking & Cancellation Policy)**

Bookings must be cancelled at least 30 days before the check-in date to receive a refund. However, this will be subject to a booking administration fee of 10% if you paid the full amount of your rental cost or 20% if you only paid a deposit to secure your booking. Any cancellations made after 11:59pm on the 30th day prior to check-in will not be eligible for a refund.

If you make the booking within 30 days of your check-in date, the booking will be non-refundable (subject to owner discretion).

### **Additionally:**

- any Balance required from you is not paid in accordance with the timeframes set out in the Booking & Cancellation Policy; or
- you do not arrive at the property within 24 hours of your arrival time without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

### **If we cancel or amend your Booking**

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations due to logistical or health & safety reasons or, very occasionally cancel Bookings due to the same.

If this does happen, we will contact you as soon as is reasonably practicable and inform you of the cancellation or the change to your Booking. If we cancel your Booking, Sheba Investments Ltd or its trading name and agent Restful Breaks will refund you any fees you have already paid to Sheba Investments Ltd or its trading name and agent Restful Breaks. **However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).**

### **Additionally:**

### **Cancellation due to Government Advice (Covid-19)**

If we have to cancel your booking or you are unable to travel due to Covid-19 or any other travel restrictions issued by the government due to a national pandemic, we will issue you a full refund. Evidence of this will be required.

## The Property

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing in advance of your stay.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by 10am on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we will treat the Booking as having been cancelled by you and we shall be under no obligation to refund you any monies already paid to us. Please see the Booking & Cancellation Policy for further details.

**Our properties do not have step-free wheelchair access.**

## Your Obligations

1. You agree to comply with the regulations set out in any property manual (Welcome Guide) at the Property and any other regulations reasonably specified by us from time to time via email or text and ensure that they are observed by all members of your party. **PLEASE READ THE GUIDE CAREFULLY UPON ARRIVAL.**
2. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.
3. **You agree to dispose of all rubbish safely in the appropriate bins bagged properly and safely in the larger bins on the main road/bin station.**
4. **You agree not to dispose of any cooking fats, oils or bleach down the sink or toilet, and not to dispose of any nappies or sanitary wear down the toilet.**
5. **You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.**
6. **Note that the property and its immediate surroundings is a no smoking area. You will respect the property and the local environment.**
7. You agree to take all necessary steps to safeguard your personal property while at the Property. We will not be liable for any loss or theft due to your negligence.
8. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
9. You cannot allow more people to stay in the Property than expressly authorised in Booking Confirmation email (abide by the maximum occupancy limit for each property), nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.
10. You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

## Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 7 days of the end of your Booking.

For the avoidance of doubt, you shall contact us or our local contact if you have any complaint in relation to your Booking or the Property.

### **Limit of Liability**

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday, and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, Sheba Investments Ltd shall not be liable to you or responsible for:

- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third-party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

### **Law and Jurisdiction**

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

### **Miscellaneous**

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Booking & Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion, accident, severe weather or other national emergencies.