

**STORMY CASTLE,
HILL END, LLANGENNITH,
SWANSEA, SA3 1JD**

TERMS & CONDITIONS

for short holiday let

Rental Number:/2009

This Agreement is made on this day of 2009 between:

- (1) Thomas & Helen Hickey of Stormy Castle, Hill End Llangennith, Swansea, SA3 1JD (the "Owners"); and
- (2) (the "Responsible Guest"), whose contact details are set out in Paragraph 1 below.

As Owners of Stormy Castle, we are pleased that you have chosen to spend a few days of your annual holiday at Stormy Castle. It is situated in an outstanding area of natural beauty and the beach, the village of Llangennith and the Gower as a whole have much to offer.

This Agreement sets out the basis on which you are renting Stormy Castle, which is for benefit of both of us, as Owners and Guests. However, we believe that if you intend to treat and respect Stormy Castle as if it were your own home, the following terms and conditions will be obvious.

Above all, we very much hope that you enjoy your stay in Stormy Castle and have a wonderful Gower holiday. We look forward to seeing you again.

In consideration of the Rental Sum and the Security Deposit, the Owners of Stormy Castle and the Guests agree to rent Stormy Castle for a holiday let on the terms as set out below:

1. **Summary:** Please complete the following:

Rental Fee:	£		(Received: YES / NO)
Rental Deposit:	£	Due:	(Received: YES / NO)
Security Deposit:	£	Due:	(Received: YES / NO)
Rental Period	From:	To:	(N.B. Cancellation: p.10)
Check-in	No earlier than 3.00 pm or later than 4.30 pm on arrival date (see p.18)		
Check-out	No later than 11.00 am on date of departure (see p.21)		
Expected arrival time:pm		(not later than 4.30 pm)
Expected departure time:am		(not later than 11.00 am)

Guests:	Adults:	Children (and age please):

Responsible Guest:

Name:

Address:

.....

.....

Telephone:

Email:

Guest bank a/c details for the return of Security Deposit will be requested after your stay.
Owners' bank a/c details shall be provided upon making a booking.
Agent contact details shall be provided upon making a booking.

- Pets:** No pets are allowed anywhere on the premises of Stormy Castle. The Security Deposit will be automatically forfeited and this Agreement terminated with no refund of any Rental Fees if it is found that any of the Guests, or anyone associated with the Guests, has brought any pets onto the premises of Stormy Castle.
- Smoking:** Smoking is not allowed within any of the buildings of Stormy Castle. The Security Deposit will be automatically forfeited and this Agreement terminated with no refund of any Rental Fees if it is found that there has been any smoking in any of the buildings of Stormy Castle.
- Occupancy:** Stormy Castle has a maximum occupancy of 14. No more than 14 may occupy Stormy Castle at any time. This does include children of any age. Only those listed as Guests may occupy Stormy Castle during the Rental Period. The hosting of any parties or gatherings that may exceed the maximum occupancy anywhere on the premises is strictly not permitted. The Security Deposit will be automatically forfeited and this Agreement terminated with no refund of any Rental Fees if it is found that the maximum occupancy has been exceeded.
- The Responsible Guest:** The Responsible Guest is the primary point of contact for the Owners and has primary responsibility for the ensuring this Agreement is adhered to in all respects and that each Guest treats with the greatest respect Stormy Castle, its neighbours, the village and its inhabitants, the National Trust area of Rhossili Downs, the roads, the beach, the environment generally and all the wildlife, including any livestock that may be within the grounds of Stormy Castle. The Responsible Guest agrees that he/she is more than 25 years of age. The Responsible Guest must occupy Stormy Castle for the entire Rental Period.
- General Behaviour:** The Guests must act sensibly and responsibly at all times during the Rental Period. This includes the playing of music at reasonable levels and music is not be played outside after midnight. Stormy Castle must not, under any circumstances whatsoever, be associated with any illegal act. This Agreement will be terminated immediately, with no refund of any of the Rental Fee or the Security Deposit, if it is found that Stormy Castle has been associated with any illegal activity. The relevant authorities will also be advised.

7. **The Rental Deposit:** A Rental Deposit of no less than 50% of the Rental Fee must be received by the Owners in order to secure the Rental Period for the Guests.
8. **Rental Fees:** The Owners must receive the balance of the Rental Fee no later than 21 days prior to the first day of the Rental Period.
9. **Security Deposit:** The Owners must receive the Security Deposit of £250.00 no later than 21 days prior to the first day of the Rental Period.
10. **Cancellation by Guests:** Any notice of cancellation must be in writing from the Responsible Guest and delivered to the Owners (the "Cancellation Notice").
 - (i) If Owners receive a Cancellation Notice not less than (3) full calendar months prior to the first day of the Rental Period, Guests will receive a full refund of the Rental Deposit less £50.00 for re-marketing and administrative charges.
 - (ii) If Owners receive a Cancellation Notice less than three (3) full calendar months prior to the first day of the Rental Period, but more than twenty one (21) days prior to the first day of the Rental Period, Guests will receive a refund of the Deposit, less the sum of £50.00 for re-marketing and administrative charges, provided that Owners receive a replacement booking for the Rental Period for the full Rental Fees. If no replacement booking is made, Owners shall retain the Deposit.
 - (iii) If Owners receive a Cancellation Notice less than twenty one (21) days prior to the first day of the Rental Period, Guests will receive a refund of the Deposit, the Security Deposit and balance of Rental Fees, less the sum of £50.00 for marketing and administrative charges, provided that Owners receive a replacement booking for the Rental Period for the full Rental Fees. If no replacement booking is made, only the Security Deposit shall be returned in full and Owners shall retain the Rental Deposit and balance of Rental Fees.
11. **Late or Non-payment of Rental Fees or Security Deposit:** If the Owners do not receive the balance of the Rental Fee and/or the Security Deposit by the date provided for above, the Owners shall have the right to cancel the booking and make the Rental Period available for bookings and forfeit the Rental Deposit. If the Owners have a replacement booking for the entire Rental Period and for no less than the Rental Fee, the Owners shall return the deposit within 10 working days after the last date of the Rental Period less the sum of £50.00 for marketing and administrative charges.
12. **Use of Security Deposit:** The purpose of the Security Deposit is to recover some of the expenses incurred by the Owners as a result of any misuse or overuse of Stormy Castle, erroneous service calls, any breakages, additional cleaning if Guests fail to leave Stormy Castle in a clean and orderly condition in accordance with paragraph 22 below, failure to properly dispose of any rubbish, disposal of any items left on the premises and any liabilities that Owners may incur as a result of the activities of the Guests in the area. The Owners are entitled to pursue the Responsible Person on behalf of the Guests for any additional costs or expenses, over and above the Security Deposit.
13. **Return of the Security Deposit:** Unless there are any claims that will take longer than 10 working days to determine, the Security Deposit, less any deductions, will be returned to the Guests within 10 working days of the last day of the Rental Period using the bank account details provided in paragraph 1 above.
14. **Reporting damage – Honesty is our policy:** The Guests are asked to promptly report any damage that may have been caused, any repairs that may be needed. We ask that each Guest is honest and up front. Any other observations by Guests with regard to anything that may need to be repaired or maintained will be gratefully received. It is with the input of the Guests that the Owners can keep Stormy Castle in good condition.
15. **Breakdown of equipment:** If there is a breakdown of critical items, the Guests may call the Agent, who will try to fix the problem as soon as possible. Unless it is vitally urgent or there is potential danger associated with the breakage or there is a gas leak, please restrict any calls to between 9.30 am and 4.00 pm Monday through Friday since they will not be responded to until 9.30 am the following day.
16. **Cleaning and the rearranging of furniture:** You are asked to keep Stormy Castle clean and tidy throughout your stay. The separation of any of the bunk beds is not permitted.

17. **Check-in:** Check-in on the day of arrival is at 3.00 pm, but in extreme circumstances may have to be delayed until 4.00 pm if additional cleaning and maintenance is required. Keys shall not be released before the Check-in time and shall be collected at Stormy Castle unless otherwise agreed. Guests are not to be on the premises, including any driveways, before the Check-in time.
18. **Latest Check-in:** Latest Check-in is 4.30 pm. Later Check-in will cause a charge of (i) £20.00 per hour until 6.30 pm and (ii) £30.00 per hour thereafter to compensate Agents having to wait. This may be paid directly to the Agents on arrival, or deducted by Owners from the Security Deposit.
19. **Inventory list:** The inventory list shall be checked upon Check-in and Check-out. Items missing, broken or damaged upon Check-in must be noted on the inventory list otherwise they will be noted as such upon Check-out and the appropriate deductions from the Security Deposit shall be made.
20. **Rubbish:** The dustmen come Friday morning. All rubbish must be placed in proper bin bags and placed in the dustbins for collection. Any rubbish not removed by the dustmen must be removed from Stormy Castle.
21. **Check-out:** Check-out on the day of departure shall be no later than 11.00 am. Upon check-out there shall be an inspection and inventory of Stormy Castle by the Owners or their Agent. Keys shall be handed over. Guests shall incur a late departure fee of £100.00, which shall be deducted from the Security Deposit, if on the premises after Check-out. If the Guests wish to check-out earlier than the Expected departure time in paragraph 1 above, alternate arrangements may need to be made for keys to be collected and inventory taken and will be at Agent's convenience.
22. **Departure:** Stormy Castle is a large house. Your help is needed to ensure a smooth and timely check-in and check-out. Therefore, on departure from Stormy Castle, you are asked to leave Stormy Castle as you found it; clean and in good order.
23. **Keys:** Please leave all keys with the Agent or such other designated person. No keys are to be removed. Please note that the Guests will be charged for the cost of replacing all the door or window locks that relate to the missing key.
24. **Owners' effects:** There may be a cupboard to which the Guests are not given access. Please do not open or attempt to open this cupboard.
25. **Caravan:** The Guests may not use or tamper with the caravan or anything associated with the caravan.
26. **Camping:** No tents, or anything similar, may be put up anywhere on the premises of Stormy Castle.
27. **Inspections:** The Owners or its Agent may, upon giving reasonable notice, visit Stormy Castle during the Rental Period to inspect the property or to effect any repairs or undertake general maintenance.
28. **Burglar and smoke alarm:** Stormy Castle has a burglar alarm linked to the police. **Do not** arm the alarm as Guests will **not** be given the code to disarm the alarm or respond to any call from ADT. There are panic buttons on the key pads which may be used in a genuine emergency. There are two smoke alarms that are linked directly to ADT. The smoke alarms are highly sophisticated, but misuse of the toaster, hob, oven or woodburner may set them off. ADT will call the house before any emergency unit is dispatched. Guests shall be responsible for any costs to the Owners associated with erroneous call-outs by the emergency services. Your proper use of the alarm system will ensure the safety and protection of you and our other guests.
29. **Candles:** No candles may be burned in Stormy Castle at any time. They are a serious fire hazard.
30. **Wood burning stove:** Agreement of the Owners is needed before the wood burning stove in the sitting room is used. If used, the stove must be properly and completely put out before the last person goes to bed at night and the house must not be left unattended with the stove burning.
31. **Broadband:** The broadband may be used, however it must be used responsibly and may not be used to conduct any illegal or improper business. Owners shall not be responsible or liable in any way to Guests if the Broadband is not working for any reason.

32. **Telephone:** The house telephone will be live. Mobile telephones do work at Stormy Castle so you should not need to use the telephone. As such, the cost of any calls made by the Guests, other than genuine calls to emergency services, the Agent or the Owners shall be billed to the Guests and deducted from the Security Deposit. Owners shall not be responsible or liable in any way to the Guests if the telephone is not working for any reason.
33. **Holiday insurance:** Guests are advised to consider and take out appropriate holiday insurance in case any of the Guests are unable to stay in Stormy Castle during the Rental Period for any reason or if, for any reason outside of the Owners' control, Stormy Castle becomes unavailable.
34. **Limitations of liability:** If the Owners are unable to deliver Stormy Castle to the Guests for any reason, the Guests agree that the Owners' sole liability shall be limited to the prompt refund of any monies the Owners have received from the Guests in relation to any Rental Deposit, Rental Fee and Security Deposit. Owners shall make all attempts to make another Rental Period available. In no event shall Owners be liable for any other incidental, indirect or consequential costs or expenses the Guests may have incurred.
35. **General awareness:** The Guests understand that there are inherent risks associated with any property, particularly one that they are less familiar with in an area where there may be inclement weather, strong tides, unpredictable currents, steep cliffs and wildlife such as Adders. Except for Owners' own negligence in failing to ensure that Stormy Castle is not a danger to any occupant when the occupant uses Stormy Castle appropriately and respectfully, Owners shall not be liable for any injury to any Guest, or any damage to any property of any Guest, whilst staying at Stormy Castle. The Guests acknowledge they are, or that they will ensure that they will be, by making all appropriate enquiries of all the appropriate persons and public information sources in order to become, fully familiar with the premises and its surroundings and all the risks associated with the beaches, the sea and the National Trust lands around Llangennith and the Gower generally. The Guests shall be solely responsible and will indemnify the Owners for any damage caused by the Guests or anyone associated with them to surrounding farmland (including fences or hedgerows) or the products, animals or livestock of local farmers and other landowners.
36. **Public utilities:** The village of Llangennith is remote and the supply of public utilities, such as electricity or water, may be affected by any number of events including inclement weather. If the public utilities fail for any reason, there are torches and bottles of drinking water on the premises. Guests shall not be entitled to any refund and Owners shall not be responsible for the consequences of any such failure.
37. **Weather etc.:** The Guests shall not be entitled to any refund of any Rental Fee in the event of any delays to the Guests or cancellations by the Guests caused by unfavourable weather or other events not under Owners' immediate control.
38. This Agreement is governed by the laws of England and Wales and disputes shall be referred exclusively to the Courts of England and Wales.
39. The parties agree that no provision of this Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on or be enforceable by any person, except those persons listed in paragraph 1 as Guests, who is not a party to this Agreement.

Signed by the Responsible Guest, for and on behalf of the Guests

By:

Name:

Signed by the Agent for and on behalf of the Owners

By: