

THE OLD FIRE STATION
BROWNS LANE
CHARLBURY
OXFORDSHRE
OX7 3QW

TERMS AND CONDITIONS
LEGAL INFORMATION
DEFINITIONS

In these terms and condition the following terms have the following meanings:

1. ACCOMMODATION means The Old Fire Station, Browns Lane, Charlbury OX7 3QW
2. AGREEMENT means the agreement between The Owner and the Visitor for the holiday rental of Accommodation in these Terms and Conditions
3. The Property means: The Old Fire Station, Browns Lane, Charlbury OX7 3QW and the owner Kate Sissons
4. The Owner: Kate Sissons
5. Special Events: means any rental for a weekend or a specific period with relation to any of the following events but not limited to, The Wilderness Festival at Cornbury Park, Cornbury Festival at Great Tew, Christmas/New Year and big parties at Soho Farmhouse, The BIG Feastival at Alex James's farm, Blenheim Horse Trials, Cheltenham Festival and Cheltenham Literary Festival and any large festivals/meetings in the local area and in, particular, at Soho Farmhouse.
6. The Visitor means the person named in the confirmation invoice ie; the person who is renting the Property
7. The Security Deposit means the deposit as paid by the Visitor to the Owner and held against the Visitors period of occupation. Such deposit will be returned at the end of the tenancy period subject to the Terms and Conditions referred to herein.

I, _____, and The Old Fire Station Charlbury agree to the following:

1. AGREEMENT

1. These Terms and Conditions are printed on our website. The making of a booking forms an agreement of these Terms and Conditions between the Visitor and The Owner for the holiday rental of the Accommodation.
2. The Old Fire Station/Owner permits the Visitor to occupy the Accommodation for the holiday period shown on the booking confirmation invoice, or agency, such as, booking.com – confirmation, together with the use of its contents.

2. BOOKING AND PAYMENT TERMS

1. The total price for your booking ie; the holiday price, and the dates on which the holiday price is payable, will be set out in your confirmation invoice or as per this agreement.
3. Provisional bookings cannot be held. Payment is in full at time of booking.
4. All payments will only be accepted in Pounds Sterling

3. DEPOSIT

1. The Security Deposit, of £249 (£1500 for Special Events and Weekends as defined at Point 5 above and 7 below), means the deposit as paid by the Visitor to the Owner and held against the Visitors period of occupation. Such deposit will be returned at the end of the tenancy period subject to the Terms and Conditions referred to herein.

4. CANCELLATION

1. If a Visitor wishes to cancel a reservation that will take place on the day we receive written email notification and terms of charges returned are as per below:

NOTICE PERIOD	CANCELLATION CHARGE
0 to 2 weeks	100% of booking payment
2 – 4 weeks	90 % of booking payment
4 – 6 weeks	80% of booking payment
6 – 8 weeks	70% of booking payment
8 – 10 weeks	60% of booking payment

10 – 12 weeks	50% of booking payment
Over 12 weeks	40% of booking payment

5. THE OLD FIRE STATION RIGHT TO REFUSE OR ALTER

The Owner may, at its discretion, refuse any booking

The Old Fire Station may cancel or alter arrangements made of the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: a.) Due to circumstances beyond the reasonable control of The Owner and b.) To perform or complete essential remedial or refurbishment works

If a booking is altered or cancelled by The Owner, it will take reasonable steps to offer an alternative booking date. If The Owner is not able to offer such an alternative or the Visitor does not accept the alternative offered, The Owner will return to the Visitor the relevant proportion of the holiday price paid by the Visitor to The Old Fire Station in respect of Accommodation, and will not otherwise be liable for any additional loss caused by such alteration or cancellation

6. OCCUPANCY AND MAXIMUM NUMBER OF VISITORS

Occupation must be limited to the maximum number of persons stated ie;

- a.) 4 persons in upstairs bedrooms
- b.) 1 cot/baby
- c.) No more than 2 small dogs by agreement and fee of £40 per dog per stay – dogs not to sleep on beds upstairs

No additional mattresses or beds or sleeping options of any sort are permitted.

Any over-occupancy is considered to be a serious breach of the Terms and Conditions and will result in;

- i) Immediate vacation of the premises by the Visitor and party.
- ii) Forfeit of the deposit at 100% of the deposit.
- iii) Possible further charges for any damage caused to the building or its infra-structure by excess usage such as blocked drains or damage to the building or soft furnishings/paintings/fittings at all whatsoever.

The Old Fire Station is only to be used for accommodation and living and is not to be used for parties of any sort or gathering, except with the express permission of the owner.

Music is not to be played loudly and/or at all after 10.30pm, nor for any other activity that may cause nuisance to the neighbouring properties.

7. CHILDREN AND BABIES

We welcome children at The Old Fire Station Charlbury on the basis that you agree not to let your children play unattended upstairs, particularly around the Bedroom One freestanding bath, which is next to the stairs, and therefore presents a safety risk. We cannot accept responsibility for the safety of your children or anyone else's in this room or on the stairs.

We can fit stairgates at the bottom of the stairs upon request, and we can also supply one high chair and one traveling baby cot, but beyond that, we ask that you bring all you might need for your baby or small child yourselves.

Any damage caused by children, such as drawing on walls or curtains being pulled out, will be taken from your security deposit. Please be aware that if re-painting or repairing curtains/upholstery is involved, and the cottage has to be closed, loss of income at the daily rental rate will also be factored into the cost.

You should also check that you have insurance to cover any claims that may be made against you for any damage that exceeds the security deposit.

8. SERVICES

The holiday price will include all charges for electricity, water and gas together with linens/towels/bathmats/tea-towels/bathrobes and some starter soaps/toiletries together with a basic essential welcome basket.

9. LIABILITY AND LOSS OF VISITOR PROPERTY

Any Visitor's property found at the Accommodation will be disposed of if it is not collected within 3 months.

The Owner will not be liable for any loss of Property or any other loss or damage whatsoever.

The Owner has taken reasonable steps to ensure The Old Fire Station has working carbon monoxide and fire alarms but cannot take responsibility for any accidents that may occur during the rental period.

The Owner requests that children are not allowed into the upstairs bath as there is a potential safety risk for un-attended children and we cannot take responsibility for children's safety in the the upstairs open plan bath and bathroom in Bedroom 1, which is above the front door.

10. PETS

No more than two small dogs, below knee height, are permitted with prior written permission at a cost of £40 per stay. Dogs are not allowed upstairs on the beds. Dogs are to be controlled and any mess is to be cleared up and notified by the Visitor. Any dog excrement is to be picked up and disposed of in a proper rubbish bin. Any failure to do so will result in potential extra cleaning costs charged to the Visitor.

11. RIGHTS OF ENTRY

As with any Accommodation there is the need for ongoing and occasionally unforeseen works in any Accommodation. The Owner and their contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the building and to deal with any emergency or remedial repairs both internally and externally as may be required. We would aim to do any works/inspection within the hours of 9am to 5pm but if there is an emergency 24 hour access is required.

12. VISITOR OBLIGATIONS

The Visitor is responsible for all payments and for any damage caused by the Visitor or his/her party – please make your guests aware of this matter.

The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period.

The Visitor must allow The Owner and its agents to enter the Accommodation and inspect the state of it, on reasonable notice, except in emergency when immediate access must be given.

The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance to any neighbours.

The Owner will not tolerate any physical or verbal abuse to its staff or representatives.

Smoking is not permitted in any part of the Accommodation and the Visitor agrees not to smoke inside the Accommodation.

The use of candles or fireworks by the Visitor is strictly not permitted.

All guests must accept responsibility for their own and their children's safety. The Owner does not accept responsibility for any accidents that may befall the Visitor or the Visitor's children or pets on the property.

Children are not permitted to use the upstairs bathroom for safety reasons.

13. DAMAGE AND SECURITY CHARGE AND SECURITY DEPOSIT

The Owner recommends that Visitors hold personal insurance for accidental damage and personal liability. If on arrive at the Old Fire Station you discover that anything is missing or damaged it must be reported immediately, via email, otherwise it will be presumed that the damage was caused by the Visitor and a charge will be made.

In the case of accidental damage during the stay the cost of damage repair will be deducted from the security deposit and credit/debit card supplied for the booking. The Owner reserves the right to take up to 21 days to evaluate the damaged and undertake the works required to fix any damage whatsoever.

The Security Deposit means the deposit as paid by the Visitor to the Owner and held against the Visitors period of occupation. Such deposit will be returned at the end of the tenancy period subject to the Terms and Conditions referred to herein.

14. WATER SUPPLY

The Owner cannot accept responsibility for a shortage of water as a result of the water services company failing to supply water for whatever reason, outside our control.

15. WEATHER/ACTS OF GOD

If the village of Charlbury becomes inaccessible for any reasons, out of our control, whatsoever we cannot be held responsible for matters outside our control affecting public roads and/or the rail lines into and out of Charlbury mainline station.

16. COMMENTS/COMPLAINTS

The Owner will take every reasonable step to ensure the accommodation is presented to the Visitor in a high standard. Should the Visitor find any problem on arrival please email us immediately and we will do our best to remedy the situation as swiftly as is reasonably possible.

Any complaints, should be in writing and via email, and will be dealt with as quickly as possible and must be given the opportunity to do so. Any refusal to notify the Owner via email immediately, to info@theoldfirestation.com may affect the Visitor's right to compensation.

Visitors must provide a contact telephone number and active email address for quick communication if any problems arise.

The visitor must not move to other accommodation independently without first allowing The Owner to remedy the situation. Any complaints must be formally lodged in writing via email within 5 days of the holiday departure date.

17. ARRIVAL and DEPARTURE TIMES

The Visitor and his/her party must arrive no earlier than 3pm on the first day of the holiday period and depart no later than 11am on the morning of the final day of the booking, except by express agreement with the Owner.

The Visitor will be issued with 1 set of keys to The Old Fire Station on the first day of the holiday period which must be returned/left at the premises on the last day of the holiday period. A charge of £30 will be made for any lost/missing keys and taken from your nominated credit/debit card.

In the event that we are not able to greet you personally, for whatever reason, you will be sent an email with instructions about how to access the key lock to the side garden gate, to left of front door, which lets you into the garden and the key safe on wall under light. Inside that key safe is the key to the front door.

18. RIGHT TO EVICT

The Owner may terminate the Agreement on notice and in such case the Visitor and his/her party must leave the Accommodation immediately without compensation being payable to the Visitor or his/her guests. If there is a serious breach by the Visitor of the Agreement or his/her party such as behaviour that endangers the safety of anyone whatsoever, anti-social, unacceptable behaviour or unreasonable breakages or damages or smoking and pet restrictions within the property not being observed.

GOVERNING LAW – The construction, validity and performance of the Agreement shall be governed by the Law of England and Wales and both parties submit to the non-exclusive jurisdiction of the UK Courts.

The Old Fire Station, Browns Lane, Charlbury OX7 3QW

Signed _____

Date _____

Primary Email: _____