

## Terms and Conditions

### 1. Background

These are the Terms & Conditions under which Melvyn Scott (MS) agrees to provide rented holiday accommodation to the Client ('the Client').

### 2. Definitions

2.1 The following terms shall have the following meanings for the purposes of this agreement:

'Accommodation' means the property to be provided to the Client for the Holiday Period.

'Booking Form' means the Booking Form or email request/confirmation specifying the Client's details and the Accommodation to be provided during the Holiday Period.

'Cancellation' is defined in Clause 6.

'Deposit' is the non-refundable payment of £100 per week of the Holiday Period where applicable (more specifically defined in Clause 7).

'Holiday Period' means the period of time between 4.00pm on the Arrival Date (specified on the Booking Form) and 11.00am on the Departure Date (specified on the Booking Form).

'Payments' means those payments set out at Schedule 1.

'Rental Cost' means the payment due from the client to MS for the provision of the Accommodation for the Holiday Period.

### 3. Appointment

The Client appoints MS to provide the Accommodation as described in the Booking Form for the Holiday Period in return for the Payment.

### 4. MS's Obligations

#### 4.1 Accommodation to be provided by MS

4.1.1 MS agree to provide the Accommodation (and any optional extras) specified on the Booking Form or by email for the Holiday Period.

4.1.2 The Client will be asked to view or MS will send the Client photographs of the chosen villa. MS agree that if the Client is not satisfied with the Accommodation for whatever reason, it will use its reasonable endeavours to make appropriate changes to the Accommodation for the Holiday Period in order to satisfy the Client's requirements or, where possible, to re-locate the Client (with the Client's approval) to the other Accommodation. For the avoidance of doubt, however, MS cannot

guarantee that other Accommodation will always be available.

4.1.3 MS reserve the right (for reasons beyond its control) to change the Client's Accommodation before the end of the Holiday Period. MS shall use reasonable endeavours to relocate the Client in similar accommodation, and shall not be liable for any inconvenience or disappointment caused through such alteration.

## 5. The Client's Obligations

In consideration of the services to be rendered by MS under this agreement, the Client agrees:-

5.1 To make the Payments (as set out at Schedule 1) promptly;

5.2 To adhere to MS's requirements in relation to arrival and departure (i.e. the Accommodation will be available at 4.00pm on the day of arrival and must be vacated by 11.00am on the day of departure).

5.3 Where applicable that only those persons named on the Booking Form shall reside at the Accommodation.

## 6. Cancellation

The Client may cancel this agreement at any time before the Holiday Period ('Cancellation'), although the Client shall then be liable to pay to MS the following:-

6.1 Where Cancellation is more than 70 days prior to the commencement of the Holiday Period, the Client shall forfeit the Deposit only.

6.2 Where Cancellation is between 40 – 70 days before the commencement of the Holiday Period, the Client shall be liable to pay to MS 50% of the Rental Cost together with as the Deposit.

6.3 Where Cancellation is less than 40 days prior to the commencement of the Holiday Period, the Client is liable to pay to MS the total Rental Cost together with the Deposit.

All cancellations must be notified by the Client in writing (or with agreement by email) to MS.

## 7. Disclaimer

7.1 MS or any representative of MS shall not be liable to the Client for the death of or injury to the Client or loss or damage to the Client's property unless due to negligence and/or failure of MS to perform its obligations under this agreement or under the general law.

7.2 For the avoidance of doubt, none of the Payments include the cost of appropriate travel/holiday insurance, and the Client is advised to take out appropriate cover.

7.3 In particular, wish to draw to the attention of the Client that where the Accommodation includes a swimming pool, care must be taken and children

supervised at all times.

7.4 The Client's Accommodation may be situated on developments which consist of both residential and vacation homes. MS shall not be liable to the Client for any noise, nuisance or inconvenience suffered as a result of any ongoing construction work being carried out.

7.5 Payments, unless otherwise stated are exclusive of VAT and other duties or taxes. Client understands that VAT shall be not be paid in respect of such Payment however the Client agrees that any VAT or other duties or taxes that become payable in respect of the Payments shall be payable in addition to such sums.

#### 8. Amendments to Booking Form

MS reserve the right to make a charge of £20.00 per alteration to the Booking Form should any of the details require amending after completion. Should this be the case, the Client must notify MS in writing of any relevant changes and MS will use all reasonable endeavours to ensure that such changes can be accommodated.

9. Interest All sums due from the Client to MS which are not paid on the due date (without prejudice to the rights of MS under these Terms & Conditions) shall bear interest at the annual rate of 4% over the base lending rate of HSBC Bank Plc.

#### 10. Force Majeure

Both parties shall be released from their respective obligations in the event of national emergency, war, strikes, riots, political unrest, industrial disputes, fire, flood, prohibitive government regulations, extreme weather conditions or any other causes beyond the reasonable control of the parties, or either of them renders the performance of this agreement impossible whereupon all monies due under this agreement shall be paid immediately and in particular, the Client shall immediately pay to all arrears of Payments due.

#### 11. Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provision of this agreement shall remain in full force and effect unless, in MS's discretion, decides that the effect of such declaration is to defeat the original intention of the parties in which event shall be entitled to terminate this agreement by giving 30 days notice to the Client and returning any Payments received.

#### 12. Proper Law & Jurisdiction

This agreement shall be governed by English law in every particular including formation and interpretation shall be deemed to have been made in England.

Any proceedings arising out of or in connection with this agreement may be brought in any Court of competent jurisdiction in England and Wales.

The submission by the parties to such jurisdiction shall not limit the right of MS to commence any proceedings arising out of this agreement in any other jurisdiction it may consider appropriate.

#### 13. Waiver

The failure by either party to enforce at any time or for any period of any one or more

of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

#### 14. Third Party Rights

A party who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

##### A. DEPOSIT

This is a payment of £100.00 per week (unless otherwise offered by MS and agreed by the client) of the Holiday Period, non-refundable in the event of a Cancellation (see Clause 6), and payable upon completion of the Booking Form.

##### B. RENTAL COST

As specified on the Booking Form, and payable 10 weeks prior to the commencement of the Holiday Period.

##### C. SECURITY BOND

This is a payment of £100.00 payable upon completion of the Booking Form in relation to loss or damage occurring during the Client's stay at the Accommodation. **The Security Bond will be posted after a satisfactory report from the management company within 21 days of completion of the Holiday Period. To addresses outside the UK please allow an extra 7 days for the funds to be returned.** Should loss or damage caused by the Client to the Accommodation be of a value in excess of the Security Bond, then the Client shall fully reimburse MS of any outstanding amounts within 21 days of the completion of the Holiday Period.