

PYE CORNER HOUSE, BROADWAY

Rental Terms and Conditions ("Rental Terms")

1. CONTRACT

[for rentals of more than 28 days: It is the intention of all the parties that this agreement falls outside of the provisions of the Housing Act 1988 and does not form an Assured Shorthold Tenancy.]

- 1.1 We, Tara, Melanie and Lisa King (hereafter referred to as "We", "Us" or "Our") own Pye Corner House [Pye Corner] Broadway WR12 7AF (the "Property"). We work with Greenstone FHL Limited (trading as Luxury Cotswold Rentals) ("LCR") to arrange bookings for guests at the Property through the medium of the LCR Website and act as Our payment agent (each a "Booking"). These Rental Terms are subject to the booking conditions entered into between you and LCR at the time of Booking ("LCR Booking Conditions").
- 1.2 A contract between you and Us commences once you have paid any Booking fees due to LCR pursuant to the LCR Booking Conditions and a valid Booking confirmation has been issued by LCR confirming your rental of the Property for the dates shown in the Booking. This contract binds you and all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these Rental Terms.
- 1.3 Nothing in these Rental Terms creates, or is intended to create, the relationship of landlord and tenant, or a tenancy conferring security of tenure, between Us and you. Where the Booking is for the purposes of a holiday, the parties intend to rely on the exemption in paragraph 9 of Schedule 1 to the Housing Act 1988. Where the Booking is not for the purposes of a holiday, or is for a period during which the Rental Fees, calculated on an annual basis, exceed the threshold for the time being prescribed by paragraph 2 of Schedule 1 to the Housing Act 1988 (currently £100,000 a year), the parties instead intend to rely on the exemption in that paragraph, and the Rental Fees have been calculated accordingly.
 - 1.3.1 Where the Booking is not for the purposes of a holiday of no more than three months (and so does not fall within the holiday exemption to the right-to-rent scheme under the Immigration (Residential Accommodation) (Prescribed Requirements and Codes of Practice) Order 2014), We shall, or shall instruct LCR (where LCR agrees to do so on Our behalf) to, carry out and retain evidence of right-to-rent checks under the Immigration Act 2014 on you and any other occupiers aged 18 or over before the Booking commences.
 - 1.3.2 We shall process any personal data, including any identity document copied or inspected under clause 1.3A, in accordance with the UK GDPR and the Data Protection Act 2018. Identity documents obtained for the purposes of clause 1.3A will be used only for that purpose, will be kept securely, and will be retained for no longer than the period recommended by the Home Office code of practice on right-to-rent checks (currently, for the duration of the Booking and one year afterwards) before being securely destroyed.
- 1.4 For the avoidance of doubt, We do not offer any travel or package services to guests.

2. RENTAL AND DURATION

- 2.1 You are entitled to occupy the Property for the dates specified in the booking email.
- 2.2 The rental is for the Property which consists of the main house, grounds and gardens, unless stated in writing in the Booking email; as advised and illustrated.
- 2.3 You may arrive at the Property from 4pm on the first date of the Booking and vacate the Property no later than 10am on the last day of the Booking unless agreed in writing and confirmed in the Booking email. Unless otherwise agreed by Us if you fail to vacate the Property prior to 10am on the last day of the Booking you shall be charged for an additional day's stay at the Property.
- 2.4 In order for Us or our authorised agents to meet you at the Property you shall notify Us of your planned arrival time at least 48 hours prior to the arrival date ("Scheduled Arrival Time").
- 2.5 The person meeting you at the Property may not live on site therefore if you are going to be unavoidably delayed We need to be notified as soon as you are aware. If you do not arrive within 2 hours of the Scheduled Arrival Time or fail to advise Us of unavoidable delay, We reserve the right to cancel or postpone your Booking. In which case, no refund shall be due.

3. PAYMENT

- 3.1 You shall pay all rental fees set out in the Booking confirmation ("Rental Fees") in Schedule 3 in accordance with these terms and any advisories attached in Schedule 3.
- 3.2 LCR acts as Our authorised payment collection agent. Payments can be made by electronic bank transfer or credit/debit card to LCR. You agree to pay LCR, as payment agent for Us, all Rental Fees set out in the Booking confirmation and the security damage deposit.

4. SECURITY/DAMAGES DEPOSIT

- 4.1 A security damage deposit of £2,000 is required by Us prior to your stay at the Property.
- 4.2 Access to the Property will be denied if full payment of the security damage deposit has not been made prior your stay, the Booking will be treated as a cancellation and no refund will be due or issued.
- 4.3 The security damage deposit will be refunded in full within fourteen (14) days of your departure from the Property if the Property is left in a satisfactory condition and all invoices have been paid as detailed in the Booking.
- 4.4 You hereby agree to give Us authorisation to deduct from the security damage deposit any amount that We consider appropriate in the event that you or anyone in their group staying at the Property causes neglect or damage to the Property, there is damage or loss of contents contained in the Property, there is a need for extra cleaning at the Property or you leave the Property without settling any outstanding invoices for additional services or supplies received during your stay.
- 4.5 In the event, the loss or damage caused by you or anyone in their group exceeds the security damage deposit amount We or LCR will notify you of any additional amount owing and We reserve the right to pursue recovery of any additional cost over and above the security deposit amount.

5. CANCELLATION AND CHANGE OF DATES BY YOU

- 5.1 Any cancellation of a Booking by You for whatever reason must be in writing.
- 5.2 If you cancel a Booking the following applies:
 - 5.2.1 If your cancellation is notified 12 weeks or more before the start date of your Booking, We will be entitled to retain 50% of the Rental Fees.
 - 5.2.2 If your cancellation is notified less than 12 weeks before the start date of your Booking, We will be entitled to retain 100% of the Rental Fees.
 - 5.2.3 We and LCR will use our reasonable endeavours to find a replacement booking of the Property for the period of the cancelled Booking where there is sufficient time available to do so. Where the Property is re-let for the period of the cancelled Booking, an appropriate refund of the applicable cancellation charge will be made after making a deduction for:
 - (a) any difference in the rental payment actually received in respect of the replacement booking (which may be less than the rental paid or payable under your Booking);
 - (b) any expenses incurred by Us or LCR in finding a replacement booking for the Property; and
 - (c) any commission due to LCR;
 - (d) and any administration fees incurred in connection with the Booking.
 - 5.2.4 For the avoidance of doubt, We are not obliged to incur any expense finding a replacement Booking for the Property and We are not obliged to take any steps to re-let the Property where your letting is terminated by Us or you after the start date.
 - 5.2.5 The Booking is for accommodation for a specific period and, as such, is not subject to a statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; your rights to cancel a Booking are instead as set out in this clause 5.
- 5.3 We strongly advise that you take out comprehensive travel insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.
- 5.4 Any request for a change of dates must be made in writing, is subject to availability and is at Our discretion, as follows:
 - 5.4.1 In the case of a change of dates, there is no cancellation fee provided the new booking fee matches or exceeds the price of the original Booking and the change is to an earlier date. If the request is to an earlier date but the new booking fee is less than the old one then the difference in price is treated as a cancellation in accordance with clauses 5.2.1 and 5.2.2.
 - 5.4.2 Where the change of dates is to a later date, either at a higher or lower rate, it will be treated on a case by case basis and part of the monies paid at the time of the request may be credited to a future date at Our sole discretion.

6. CANCELLATION BY US

We may cancel your Booking if there is an event, circumstances or cause beyond our reasonable control that means We are unable to uphold the Booking and/or the Property is unavailable for some or all of the Booking. If in the unlikely event it becomes necessary to cancel your Booking which we have accepted We will notify you as soon as reasonably practicable (by telephone if necessary). If we cancel your Booking for any reason, we will refund the deposit and any Rental Fees already paid. A refund of such payment to you shall constitute our total liability to you in relation to Our cancellation pursuant to this clause.

7. ADDITIONAL SERVICES

- 7.1 If you require additional services such as additional cleaning, linen changes, catering, activities or food deliveries it is advised that you arrange these as far in advance as possible of your arrival date. Where sufficient notice is not given, then arrangement of additional services is dependent on availability and is not guaranteed. Additional services are arranged by LCR and are subject to availability. Any requests for additional services should be directed to LCR.
- 7.2 We do not provide additional services above or beyond the unstaffed self-catered rental of the Property.

8. USE OF THE PROPERTY

- 8.1 You are required to adhere to all stipulations and conditions in relation to use of the Property as set out in Schedule 1 and the house guide located in the Property ("House Guide").
- 8.2 At the end of your stay at the Property, you shall leave the Property in the condition that it was initially provided in a clean and tidy state, with all contents in their original position or place.
- 8.3 The number of persons occupying the Property overnight must not exceed the maximum number stipulated on the Booking email and must conform to the bed configuration. The maximum number of guests permitted at the Property at any one time is 16 or up to 20 with the optional flat when offered. Guests may invite occasional visitors into the Property during the day however if guests wish to entertain visitors for a pre-arranged event or function when the total number of people exceeds those staying overnight (as specified in the Booking email) Our prior written consent is required and We reserve the right to charge a supplemental fee for any hosting and event or function at the Property. The Property may not be used as a venue nor made available to paying guests.
- 8.4 The Property is rented to You on the basis that the make-up of your group and the purpose of Your stay adheres with the stipulations set out in the Property description and/or Property rules in Schedule 1.
- 8.5 We have accepted your Booking based on the information you have provided including the nature and make-up of the Booking. Please check that we have accurately described your Booking and advise us before making payment of the Rental Fees if We have not. Variation after payment of the Rental Fees may not be possible and may require cancellation or termination of your Booking or result in the loss of your security damage deposit. We reserve the right to deny access to the entire party if these conditions are not observed.

8.6 You are responsible for the behaviour of all persons who may be resident in (or otherwise in) the Property and shall take all reasonable and proper care of the Property and its furniture, pictures, fittings and effects in or on the Property and leave them in the same location, state of repair and in the same clean and tidy condition.

9. STAFF

Pool maintenance, cutting lawns and gardening are included in the Rental Fees. You may bring your own staff or engage third party staff, via LCR or direct, but you are responsible for the behaviour of any staff or suppliers who may be in or on the Property on your direction and you shall ensure that they take all reasonable and proper care of the Property and its furniture, pictures, fittings and effects in or on the Property and leave them in the same location, state of repair and in the same clean and tidy condition.

10. HEALTH AND SAFETY

10.1 You shall comply with all health and safety requirements of the Property notified by Us from time to time, including those in Schedule 1.

11. RIGHT OF ENTRY

We shall be allowed the right of entry to the Property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance during the duration of your stay at the Property. Reasonable prior notice will be given and time of entry will be agreed with you, except in the case of an emergency.

12. ACCESS TO THE PROPERTY

We reserve the right to deny access to the Property and cancel the booking without refund if upon arrival any member of your or your party is clearly under the influence of alcohol or an illegal substance.

13. COMPLAINTS

13.1 Should there be a cause for complaint by You or repairs or maintenance required to the Property during the occupation of the Property, you must notify Us and/or LCR within 24 hours of it arising and in the event of a serious incident, notification must be immediate and confirmed in writing. Failure to follow this procedure will result in less ability to investigate and rectify the complaint, and the amount of compensation you may be entitled to may be reduced or you may not receive any compensation at all depending upon the circumstances.

13.2 In the event any emergency repairs or maintenance are required at the Property during your stay we will organise for the issues to be resolved as soon as reasonably practicable following notification of the issue.

14. LIABILITY

Our responsibility for loss or damage suffered by you if you are a consumer:

- 14.1 We are responsible to you for foreseeable loss and damage caused by Us. If We fail to comply with these Rental 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 rental process.
- 14.2 We do not exclude or limit in any way Our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation. We are not liable for business losses.

Our responsibility for loss or damage suffered by you if you are a business:

- 14.3 Nothing in these Rental Terms limits or excludes Our liability for:
 - 14.3.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; and
 - 14.3.2 Our fraud or Our fraudulent misrepresentation.
- 14.4 Subject to clause 14.3 We will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Rental Terms for:
 - 14.4.1 any loss of profits, sales, business, or revenue;
 - 14.4.2 loss or corruption of data, information or software;
 - 14.4.3 loss of business opportunity;
 - 14.4.4 loss of anticipated savings;
 - 14.4.5 loss of goodwill; or
 - 14.4.6 any indirect or consequential loss.
- 14.5 Subject to clause 14.3 Our total aggregate liability to you in respect of all other losses arising under, or in connection with, the Rental Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise in any calendar year, shall in no circumstances exceed the total Rental Fees paid by you in that year.

Responsibility to both businesses and consumers:

- 14.6 No term of the Rental Terms is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Rental Terms.
- 14.7 If the Property becomes unavailable or unusable for an unforeseen reason prior to the date of Booking, then in all cases Our liability is limited to the total price paid by you for the Booking.
- 14.8 We will not be liable for any loss of or damage to any of your, or any of the members of your parties, personal items, belongings or vehicles, however caused.

- 14.9 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Rental Terms that is caused by an event outside Our control. An event outside Our control includes fire, explosion, flood, storms, earthquake or other natural disaster, droughts, subsidence, acts of God, war, terrorism, epidemic or pandemic, sabotage, nuclear or chemical or biological contamination, action of any governmental authority, embargo, strike or labour dispute, unavoidable technical problems, failure of telecommunications networks, closure or delays at airports, cancellation and changes by airlines and all travel disruptions. If an event outside Our control takes place that affects the performance of Our obligations under these Rental Terms We will contact you as soon as reasonably possible to notify you and Our obligations under these Rental Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the event outside Our control.
- 14.10 We may transfer the rights and obligations under these Rental Terms to another individual, but this will not affect your rights or Our obligations under these Rental Terms.

15. TERMINATION

- 15.1 We reserve the right to terminate the Rental Terms and require, without refund, the immediate departure of you or anyone in your group from the Property in the event of a serious breach of the Rental Terms or the LCR Booking Conditions. A breach may include but is not limited to the following events:
- 15.1.1 serious damage to the Property which may exceed the security damage deposit;
 - 15.1.2 a criminal or illegal act;
 - 15.1.3 unreasonable or abusive behaviour;
 - 15.1.4 if you or any member of your party arrive at the Property intoxicated or under the influence of an illegal substance.
- 15.2 non-compliance with any of the stipulations and conditions in relation to use of the Property;
- 15.3 excessive noise which could adversely affect the rights of Us to be able to continue to operate the Property for rentals or involve authorities or police in any form of complaint or investigation; and
- 15.4 exceeding the number of guests permitted as stipulated in the Property description and/or Property rules.
- 15.5 misrepresentation as to the nature or purpose of the booking or the make-up or nature of those staying.

16. ENTIRE AGREEMENT IF YOU ARE A BUSINESS

If you are a business these Rental Terms and any document expressly referred to in them constitute the entire agreement between you and Us. You acknowledge that you have not relied on any statement, promise or representation made or given by Us or on Our behalf which is not set out in these Rental Terms or any document expressly referred to in them.

17. GENERAL

- 17.1 We amend these Rental Terms from time to time. Every time you wish to use Rental Terms, please check these Rental Terms to ensure you understand the terms which will apply at that time.
- 17.2 If We fail to insist that you perform any obligations under these Rental Terms, or if We do not enforce Our rights, or if We delay in doing so, that will not mean that We have waived Our rights and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 17.3 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

Schedule 1 Property Rules

These rules are here to ensure your safe enjoyment of the Property, to protect the Property, to ensure our neighbours' continued quiet enjoyment of their own properties and to protect our subsequent guests:

1. CHILDREN

Toddlers and young children must be supervised at all times as a condition of booking. Guests must accept responsibility for the safety and supervision of children at all times.

2. SWIMMING POOL

The swimming pool is generally open between the first day of April and the last day of September although this may vary according to the weather. The pool heating system is set to a pleasant temperature and on a time clock and the cost of running the pool at these temperatures and for these times is included in the holiday rent during the summer months. The pool is winterised from end September until April/May and is not open.

Use of the swimming pool is strictly at own risk and should be supervised at all times. No liability whatsoever is accepted for any damages, injuries or any other problems which may arise in connection with use of the pool at the Property. Please take great care, especially with children and teenagers.

3. RUBBISH

All rubbish should be removed from the Property as guided by our House Guide.

4. DOGS

Up to two well behaved dogs are permitted at the Property subject to Our prior written approval. Please do not allow your dog to urinate on the lawns – otherwise the lawn will get burned – but if they do please water profusely. Please take your dog to the area designated in the House Guide to defecate and carefully pick up all waste – for the protection of future guests – and dispose of it hygienically. There is a mandatory £100 per week cleaning fee charge per dog in addition to the Rental Fees.

(a) Dogs are not allowed on furniture.

(b) Dogs are not allowed above the ground floor nor in bedrooms.

(c) Dogs must sleep in the kitchen or boot room with doors closed unless they are kept in a crate overnight.

5. SMOKING

Smoking is not permitted in any internal or covered areas of the Property.

6. FIREWORKS

The use of fireworks is strictly prohibited.

7. DRONES

Use of drones at the Property is strictly prohibited.

8. SECURING DOORS & WINDOWS

Whilst you are in residence of the Property you must ensure all doors and windows are carefully locked and secured before you leave the Property at any time, and on departure. If you are in the garden and no one is inside the Property you must ensure that no third party can gain access to the Property without your knowledge. You must

also ensure the electric entrance gates are kept closed as much as possible and throughout the night.

9. CANDLES & FIRES

Candles must not be left unsupervised and must be extinguished if a room is unoccupied. Fires must be guarded when a room is unoccupied and racked down prior to retiring and must be extinguished prior to leaving or vacating the Property.

10. SUN CREAM, FAKE TAN, WATERPROOF MAKEUP & HAIR DYE

Sun cream, fake tan, waterproof makeup and hair dye can cause permanent damage to bedding, linen and towels and we ask all guests to take care when using these products. If you plan to use them, We recommend that you bring some spare linen in order to prevent staining during your stay. If such staining occurs, although every effort will be taken to remove any stains, if this is not possible a charge may be levied to replace these items.

11. NOISE

Noise at the Property should be kept to a minimum. Music may not be played outside and the activity inside the house should not be audible outside the house. Other than bedroom windows all doors and windows must be closed at 10pm.

In the event of a noise nuisance being caused by this requirement not being complied with we reserve the right to retain some or all of the security damage deposit.

12. WEAPONS

No firearm, shotgun, crossbow or air weapon shall be brought onto the Property without Our prior written consent.

13. EVENTS

Events are only permitted by prior arrangement with written confirmation at an agreed additional premium and enhanced damages deposit; and subject to additional terms that will be provided in an Appendix to these terms.