



## Clearveve Ltd. Self-catering Terms 2010

### 1 Agreement

1.1 The making of a booking (unless cancelled within 7 working days of receipt of the Confirmation Invoice) will form an agreement on these Terms and Conditions (the 'Agreement') between the Visitor and Clearveve for the holiday rental of the cottage.

1.2 Clearveve permits the Visitor to occupy the Accommodation for the period shown in the Confirmation Invoice ("Holiday Period") together with the use of the furniture, fixtures and effects.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. References to 'party' in these Terms and Conditions will include the Visitor's family, servants, agents or guests. The Visitor is advised to make his or her party aware of these Terms and Conditions.

### 2 Deposit

A booking for a holiday will become firm when a deposit of at least one third of the holiday price (rounding up to the nearest pound sterling) has been received by Clearveve. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days.

For bookings made 6 weeks or more in advance, the booking for a holiday will become firm when a deposit of at least one third of the holiday price (rounding up to the nearest pound sterling) has been received by Clearveve. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days.

For bookings made for a holiday less than 6 weeks away, full payment will be required at time of booking.

### 3 Payment

All payments can only be accepted in Pounds Sterling. Payment can be made by cheque made payable to Clearveve Ltd. and posted to Ty Wilson Barn, Llangwm, Monmouthshire, NP15 1LT.

### 4 Cancellation

The reservation may be cancelled at any time by the Visitor giving Clearveve notice in writing. A 100% cancellation charge will be payable. On receipt of the written cancellation Clearveve will endeavour to re-book the Accommodation for the Holiday Period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid.

### 5 Visitor Accommodation Limitation

Occupation must be limited to the maximum number of persons for the Accommodation (stated as six).

### 6 Joint Bookings

The booking should be made in one name only and that person (the Visitor) shall not, without the written consent of Clearveve, assign the booking.

## **7 Services**

Unless otherwise stated in writing, the holiday price will include all charges for water, electricity, and oil. Visitors must only use wood on the woodburning stove within the Accommodation. Any damage caused by using inappropriate fuel will be charged to the Visitor.

## **8 Loss of Visitor Property**

Except as indicated below, Clearveve cannot be held responsible for loss or damage to any belongings, or for injury sustained by the Visitor or members of his or her party during their stay at the Accommodation. Clearveve excludes liability for loss or damage to any belongings, or for death or injury sustained to the Visitor or members of his or her party during their stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of Clearveve of any duty.

The Visitor shall be liable for and indemnify Clearveve against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by Clearveve arising from the Visitor's use or occupation of the Accommodation which arise from any breach by the Visitor of his or her obligations under the Agreement or from any negligence or wilful default of the Visitor and/or the Visitor's party.

## **9 Right of Entry**

Clearveve reserves the right to enter the Accommodation at any reasonable time for reasonable cause. This includes the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

We aim to restrict the working hours of our contractors to between the hours of 10.00 – 15.30. If however we are unable to complete the task between these hours and require access either before 10.00 or after 15.30 we will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

## **10 Visitor Obligations**

10.1 The Visitor undertakes to keep the Accommodation and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted) and shall pay to Clearveve the value of any part of the Accommodation, furniture, fixtures, fittings and effects so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.

10.2 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 or annoyance to Clearveve's owners or to any neighbours.

10.3 Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party undertakes not to smoke inside the Accommodation.

## **11 Property Cleanliness**

The Visitor and members of his or her party are asked to leave the Accommodation clean and tidy. Clearveve reserves the right to make a reasonable charge for extra cleaning if the Accommodation is not left in a satisfactory condition.

## **12 Occupation**

12.1 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the Holiday Period, and not for any other purpose or longer period.

12.2 The maximum occupancy of the Accommodation shall not be exceeded. If the Visitor wishes to hold any function or celebrations exceeding this limit it must first obtain the written permission of Clearveve. If permission is granted, an additional charge will be levied.

**13 Arrival and Departure Times**

13.1 Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days. Arrival time is after 4 pm on the first day of the holiday and Departure time is before 10.00am on the last day of the holiday.

**14 Rural way of life**

Any action by the Visitor and his or her party that interrupts or endangers the livelihood of others, will be reported to the relevant authorities and will constitute a breach of this contract.

**15 Right to Evict**

Clearveve reserves the right to ask the Visitor and his or her party to leave the property (without compensation being payable to the Visitor or any member of his or her party) if this is deemed necessary by Clearveve where if there is a serious breach by the Visitor of the Agreement or their behaviour is such as to endanger the safety of other visitors or members of staff . If any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed we shall give the visitor an opportunity to rectify the breach and failure to do so shall entitle Clearveve to terminate the agreement.

**16 Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 might give rights to third parties who are not parties to this contract. The parties agree that this will not apply and that, subject to clause 1.3, only those signing the contract shall have rights and obligations under it.

**17 No Tenancy**

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Visitor and Clearveve. The Visitor shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.



I agree to the terms and conditions specified in the Clearveve Ltd. self catering contract 2010:

Name .....

Signature .....

Address .....

Street .....

Town .....

Postcode .....

Tel. ....

CLEARVEWE  
at  
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Monmouthshire,  
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