## **TERMS AND CONDTIONS**



### 1. The Booking

A booking Contract is made with the 'lead person' staying in the house, to be known as the 'tenant'.

A group visiting the property will be referred to as the tenants but the contract remains with the lead person.

- **1.2** Endeavour has a fixed letting cost irrelevant of the number of guests staying or the time of year.
- **1.3** There is a maximum of 7 people allowed to stay in the property overnight. There are 2 double bedrooms, 1 twin room and 1 single room available in the property.
- **1.4** In the event of a booking form being submitted by email and accepted by us, does itself indicate acceptance of our terms and conditions, which form a contract between the 'tenant', lead person and the owners.
- **1.5** . Weekend lettings are available all year around. The departure time of 9am on the Monday morning is strictly adhered to, to allow cleaners time to prepare the property for the next booking at 10.30am.
- **1.6** Endeavour offers midweek long breaks during the Somerset academic holidays only.
- **1.7** The rates offered on our sister site <a href="www.endeavour2achieve.org">www.endeavour2achieve.org</a> are only available to those people who need to bring <a href="paid">paid</a> care & support with them on their break.

## 2. Payment

A 30% deposit is payable immediately to confirm the booking. The full letting payment is to be made not less than 4 weeks prior to the booking(s) commencement.

- **2.1** An invoice will be sent on acceptance of the booking. The invoice will be sent to 'lead person' making the booking.
- 2.2 Payment can be made by cheque to THE MASON FAMILT TRUST or by BACS 30-18-16 account 10692460
- **2.3** The full payment or the minimum deposit of 30% is required within 14 days of the date of the invoice.
- **2.4** If the full payment is not received 4 weeks before the visit date, the booking will be treated as a cancellation.
- **2.5** Short notice bookings and consequent payment made within a month of the commencement date are non refundable and will be addressed under our cancellation policy. [section 4]

## 3. Insurance

Where appropriate, Holiday Insurance, including cancellation cover, is essential for your own protection and we strongly recommend that you and all members of your party be suitably insured.

## 4. Cancellations

Cancellations must be confirmed in writing, or by email to <a href="mailto:contact@endeavourshortbreaks.co.uk">contact@endeavourshortbreaks.co.uk</a> Any refund if due, will be paid within 28days of receipt of this cancellation confirmation.

**4.1** Charges apply as a % of the full cost:

More than 10 weeks before arrival date	Full refund – less deposit
More than 8 weeks before arrival date	50% charged
More than 4 weeks before arrival date	75% charged
Less than 4 weeks before arrival date	100% charged

**4.2** The owners undertake to do their best to re-let a cancelled reservation. If successful a full refund will be made less the owners expenses.

## 5. The Tenancy

The tenancy confers upon the Tenant the right to occupy for a holiday short break within the meaning of Part 1/section 9 of the Rent Act 1977.

#### 6. Duration

Lettings available:

A Single Overnight lettings commence at 4.30pm on the evening of arrival, ending at 9am the following day A Weekend beak letting commences at 4.30pm on the Friday, ending 9am on the Monday A Midweek letting commences at 10.30am on the Monday, ending 12 noon on the following Friday

### 7. Liabilities

The owners of Endeavour accept no liability to any tenant (s)of a holiday party for any personal injury, illness or loss or damage to property however sustained or caused nor for the loss or theft of any property or money during their stay. The use of the house and all amenities and content provided by the owners are provided to the tenant entirely at the users risk.

- **7.1** A copy of the property insurance and certificates are available on request
- **7.2** There is a presumption without prejudice, that when making a booking the terms and conditions have been accepted. Therefore there will be an assumption that a risk assessment for any children under the age of 18 or any vulnerable adult in the group during the tenancy has taken place and steps in place to mitigate it.
- **7.3** Any use of the detergents, soap etc is at the tenants own discretion and risk. If someone is sensitive to these, the owner asks the tenant brings their own linen, towels and personal care toiletries.
- **7.4** Fresh hospitality items like, milk, biscuits, fruit will be replenished after each letting. Beverages like tea, coffee, sugar are in dispensers. All are used at the tenants own discretion and risk.
- **7.5** The owners are not liable for safeguarding incidents caused by visitors' negligence.
- **7.6** The owners cannot be held responsible for loss of enjoyment of your stay from noise or disruption from the trading estate, building work or neighbouring properties during your stay

## 8. Tenants Obligations

# The tenant agrees:

(a) to pay for any losses or damages to the property however caused (reasonable wear and tear excluded).

To report all damages and loss of equipment immediately and where the tenant accepts responsibility, arrangements put in place to pay for in full prior to the tenant's departure. Anything discovered damaged or missing when the tenant(s) has left will be billed for by post.

Where the tenant(s) accept responsibility for the damage, but the damage is substantial enough that it is necessary to claim on the owners insurance, the tenant(s)/(named lead person) will be responsible to pay the excess incurred – currently £500

(b) to permit the owners reasonable access to the property.

- (c) not to disturb or cause annoyance to occupants of nearby or adjacent properties.
- (d) to take care of owners property if taken off site during the stay eg HiViz jackets, shopping trolley, Garden.
- (e) not to leave with possession from the property that belong to the owners, so to enable the next visitors to enjoy the same experience

## 9. The Property

Endeavour is a **NO smoking** property.

- **9.1** The owners would appreciate the house be left in good order on the tenant's departure.
- **9.2** Every effort will be made to ensure the property is in a clean and tidy order for the tenant. If the tenant sees something they feel they may be held responsible for, at the beginning of their stay, it is important they notify the owners by email, taking a photograph is helpful.
- **9.3** To avoid any excessive carpet cleaning charges, we recommend shoes are not worn upstairs. Slippers are provided free of charge[7]
- **9.4** A full itinerary of the house contents are kept at the property.
- **9.5** A box of spare 'essentials' are available for tenants who forget to bring something with them. An honest box is provided for breakages and use of items from the spare cupboard
- **9.6** The tenant(s) is asked to empty all bins on departure, tying up all rubbish bags and depositing in the black wheelie bin provided, emptying the food caddy into the larger food bin at the front of the property.
- **9.7** The tenant(s) is required to take all unused food they bring with them and purchase during their stay, home with them as it cannot be reused.
- **9.8** The premises are to be kept secure when left unoccupied, using the key safe provided to avoid losing the keys. If the keys are lost, contact the owners by email or by mobile 07811491153 to receive a spare set. The cost of cutting new keys must be covered by the tenant.

## 10. Property Capacity

The total number of persons staying overnight in Endeavour must not exceed the booked and agreed House bed capacity.

# 11. Non Availability

If for any reason beyond the owners control the property is not available on the date booked (damage by fire, flood, storm for example) or the property is unsuitable for holiday letting due to damage by previous tenants, all payments made in advance by the applicants will be refunded in full but the applicants shall have no further claim against the owners.

# 12. Complaints

All or any complaints must be notified to the owners immediately so that an on site investigation can be made and, if necessary, remedial action taken. By email <a href="mailto:contact@endeavourshortbreaks.co.uk">contact@endeavourshortbreaks.co.uk</a> or by phone 07811491153. In no circumstances will compensation be paid for complaints raised after the tenancy, by when the owners will have been denied the opportunity to investigate and try to put right any such matter, during the tenancy.

#### 13. Breach of Contract

If there shall be any breach of these conditions the owners reserve the right to re-enter the property and terminate the tenancy without prejudice to the other rights and remedies of the owners. The contract is deemed to have been made at Sage Cottage, 24, Langport Road, Somerton, Somerset TA11 6RS

### 14. Telephone

The telephone line is primarily installed for internet access. There is a phone handset in each bedroom and in the main hall. The 'Intercom' button allows cost free contact between phones 1-5

Under no circumstances are the phones to be used to make outgoing calls except for 999 and to contact the owner 07811491153

If the BT bill shows calls were made from the property whilst the tenant(s) is occupying the property a copy of the bill will be sent to the tenant along with an invoice for the calls made

### 15. Linen

Bed linen and towels are provided free for the number of people booked.

- **15.1** The owners ask that tenant(s) who stay overnight, to strip their beds on the day of departure, placing the linen in a pillowcase and leaving in the bedroom. Please DONOT launder the white linen or towels.
- 15.2 Spare linen and towels are available in the linen cupboard in the small bedroom

## 16. Pets

Sorry, but no pets are allowed on the premises

### 17. Cleaning

We require the Time of arrival and departure to be strictly adhered to due to a tight cleaning schedule

- **17.1** Late departure that impedes the preparation of the house for the next tenants will be charged at a sessional short break rate of £60
- **17.2** The owners ask that tenants are encouraged to participate in the role of maintaining a clean house during their stay especially in winter months. To minimise carpet cleaning, there is a no shoes policy up stairs. Slippers are provided [7]
- 17.3 The owners reserve the right to charge a minimum of £15.00 for excessive cleaning (if deemed necessary)

## 18 Parking

There is a large off road area at the front of the house for 4 cars

- 18.1 Security lights are active during the night, but Tenants and support staff use this area at their own risk
- **18.2** Care needs to be taken when reversing out of the drive. Awareness is needed of the telegraph pole and the road traffic. The BT telegraph pole, that is not on the owners property, has a reflective strip on to assist users of the property. No liability shall be accepted for any damage to tenants vehicle or personal property.
- 18.3 The owners respectfully ask that consideration is given to neighbours when arriving back late at night