

## Terms & Conditions “Booking Agreement” for Sands Studio

The below outlines the booking agreement between “us”, “we” meaning Sands Studio and “you” meaning the person making the booking. Sands Studio is also referred to as the “property”.

Angela & Olivier Noverraz arrange short-term holiday rentals of Sands Studio and are owners of this property.

### A Booking Agreement

- I. The booking agreement for renting the property is between you and the owners of Sands Studio and it incorporates and is subject to these booking terms and conditions.
- II. By making a booking you are deemed to have made an offer to enter into a contract with the owners for the letting of Sands Studio in accordance with the Booking Conditions.
- III. The booking will be deemed accepted and this booking agreement referable to the booking will come into effect and be legally binding when Sands Studio issue a confirmation email to you pursuant to condition C III.

### B Making a booking

You may make a booking by either:

- I. contacting Sands Studio by telephone on +44 (0)1736 317 470
- II. sending an email giving details of your booking requirements to us at [hi@sands-studio.co.uk](mailto:hi@sands-studio.co.uk)
- III. booking directly on the website at [www.sands-studio.co.uk](http://www.sands-studio.co.uk).

### C Deposit

- I. We would require a 30% deposit at the time of confirmation and the balance 8 weeks prior to arrival. The entire rental fee is payable at the same time as your booking if the booking is made 8 weeks or less before the start of the rental period.

- II. You may pay by debit or credit card. Overseas Guests may pay MasterCard, Visa card. Any charges for payments from overseas will be passed on to you.
- III. We reserve the right to cancel your booking at any time and retain the deposit if the balance is not received by the due date.

## **D Cancellation Policy**

- I. If you cancel the accepted/confirmed booking for any reason, you must notify us in writing at the address stated. You remain liable for the full amount of the holiday rental, including the balance payment when due, if this has not already been paid.
- II. We will as a matter of urgency try to re-let the holiday period or part thereof and if successful, upon receipt of monies for the new booking, will return the rental paid less an administration fee of £10. If a reduction in rental has to be made to secure a new booking, you will receive the discounted rental fee less the administration fees. If it is not possible to re-let the property, no monies will be returned.
- III. We strongly recommend that you take out cancellation insurance.
- IV. If you have booked the property and it becomes unavailable or unusable for any reason prior to the start of the rental period, we will notify you immediately and we will use reasonable endeavours to find a suitable alternative property. If an alternative property is unavailable, you will be reimbursed any sums received from you in respect of your booking.

## **E Rental Period**

- I. The rental period commences, unless otherwise notified, at 3:30pm on the day of arrival and terminates at 10.00am on the day of departure.
- II. The rental period commencement and termination times also apply to the parking space that is included in the property rental.

## **F Changes of rental period**

- I. We will endeavour, but are under no obligation, to consider a request from you to change the rental period after it has been confirmed and accepted. Such a request will only be accepted if the property is available for the new rental period requested and you pay any sums due in respect of any higher prices applicable for the new dates.

## **G Use of Sands Studio**

- I. You agree that the number of people staying in the property will not exceed 2 people.

- II. You agree that the property will be used for personal and domestic purposes only.
- III. You agree that the property will not be used for any activity or in such a way as to cause a nuisance or annoyance to neighbours of the property or which are in violation of the law.
- IV. You and your guests will comply with any reasonable regulations relating to the property or the site within which the property is situated, which will be communicated to you upon/prior to your arrival at the property.

## H Care of the property

- I. You agree to keep the property and its contents in the same condition and repair as found on your arrival at the property and shall ensure that your guests shall also take such care of the property and its contents.
- II. If either you or any of your guests, by act or omission cause damage to the property and/or its contents, you agree to pay to Sands Studio upon written demand, any reasonable costs incurred in making good any such loss or damage.
- III. When paying the balance, you authorise us to take up to £200 for any damage that occurs at the property during your stay. You will not be charged for the odd broken glass or cup. However, charges will be made for any damage to the property or its contents, or if any additional cleaning costs are incurred.
- IV. Fake tan, hair dyes and henna products are not permitted to be used in the property and any costs associated with extra cleaning/replacement by any of these will be taken from your authorised damage deposit provision.
- V. You must ensure that the property is left in a clean and tidy condition on your departure at the end of the rental period. We may charge you for reasonable costs of any additional cleaning if this is considered necessary.

## I Pets

- I. Pets are not permitted at Sands Studio.

## J Complaints

- I. Should there be any cause for complaint during your stay in the property, you should notify us promptly and describe the nature of the complaint. We will use reasonable endeavours to resolve any complaints.
- II. Should you need to contact us in the event that you have a problem with the property please contact us on +44 (0)1736 317 470.
- III. Any complaints you wish to make after your rental period has ended should be made in writing and sent to us within a month thereafter.

## **K Liability**

- I. Nothing in these booking conditions shall limit or exclude the liability of the Owners for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.
- II. Subject to condition K.I. all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the booking agreement.
- III. Subject to condition K.I. the Owners shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by you, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
- IV. Subject as stated in condition K.I., the aggregate liability of the Owners to you for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the booking agreement shall be limited to damages not exceeding three times the total amount of the rental fee received from you.

## **L Force Majeure**

- I. Sands Studio shall not be liable for any delay or non-performance of their obligations under the booking agreement to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. We shall, as soon as reasonably practicable upon it becoming aware of the same notify you.

## **M Cancellation Insurance**

- I. If you wish, you may take out cancellation insurance to help protect you from cancellation of your booking. This is not compulsory.
- II. We do not offer cancellation insurance.
- III. Where you have taken out cancellation insurance and cancel a booking with us, the cancellation must be notified to us in writing. Should a cancellation be made which is not covered in full under the terms of the cancellation insurance, you remain liable for any monies owed.

## **N Data Protection**

- I. Sands Studio will comply with the Data Protection Act 1998 and any directions issued by the Information Commissioner in the processing of such personal data.
- II. You agree that Sands Studio may process your personal data in this way and may need to pass your personal data on to third parties and organisations who need to know them so that the booking can be provided.
- III. You agree that Sands Studio may also process and store your personal details for its own administration, market analyses and operational reviews.
- IV. Sands Studio would also like to store and use your personal data for future marketing purposes (for example, sending brochures, details of promotions, or offers which Sands Studio feels may be of interest to you). If You have made your booking by supplying details to Sands Studio in writing, on the internet or by telephone, by agreeing to these booking conditions, you consent to Sands Studio to send you such information and if you do not wish to receive such information from us, please notify Sands Studio in writing.
- V. You have the right under the Data Protection Act 1998 to obtain information about you held by Sands Studio. Should you have any queries regarding this right or your personal information please contact us.

## **O Legal**

- I. If any provision of the booking agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the booking agreement, however the validity and enforceability of the other provisions of the booking agreement shall not be affected.
- II. You shall not, without the prior written consent of Sands Studio, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this booking agreement.
- III. The booking agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.