

CONDITIONS OF HOLIDAY PROPERTY HIRE

1. Definitions

In these conditions and agreement:

'the Company' means ABC Leisure Group Limited and Subsidiaries who act as agents for Property Owners.

'the Hirer' means the person or persons named on the booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under this agreement.

'the Property Owner' means the person (corporate or otherwise) who owns the Property that is hired to the Hirer under the terms of these Conditions.

'the Conditions' means the conditions set out in this form.

'the price' means the price for the booking set out in the booking confirmation.

'the start date' means the date when the booking starts as set out in the booking confirmation.

'the end date' means the date when the booking ends as set out in the booking confirmation.

'the period of hire' means the period between the start date and the end date.

2. Booking Agreement

The parties acknowledge and agree that the Company is acting for the Property Owner and is authorised to enter into contracts with Hirers on behalf of Property Owners and to collect payment from Hirers and to otherwise manage the hiring of Property to Hirers. A booking is a legally binding contract between the Hirer and the Property Owner. Submission of a completed booking form is an offer by the Hirer and the booking agreement is made only if and when the Company gives a written hire confirmation. Telephone bookings do not create legal agreements and any offer by the company to hold a reservation is not legally binding until the written hire confirmation is issued. The entire contract between the Property Owner and the Hirer is contained in these Conditions and the booking form and to the extent permitted by law no representations, terms, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. No agent, servant or representative of the Company has any right to alter or vary or waive any of these conditions. Nor is any such person authorised to undertake any liability whatsoever on behalf of the Property Owner. These conditions can only be varied with the written permission signed by a Director of the Company. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Company or the Property Owner induced the Hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability of the Company or the Property Owner and any remedy of the Hirer in respect of any such statement or representation is excluded save in so far as liability in respect of any particular statement or representation may not be excluded by law. In accepting a booking, the Company's and the Property Owner's responsibility does not extend beyond the provision of the Property. Bookings, including optional extras, are taken subject to availability on the start date. A Licence under these conditions is granted by the Owner to the Tenant for the purposes of holiday accommodation, as defined in schedule 1, paragraph 9 of the Housing Act 1988 and is not intended to create a relationship of Landlord and Tenant between the parties. The Tenant shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Holiday ends. If the Tenant or any member of the Tenant's party fails to vacate the Property after the Holiday the Owner shall be entitled, apart from other remedies, to charge the Tenant a fee proportionate to the Holiday for the continued period of occupation.

3. Group Bookings, Age Limits and Unsuitable Hirers

The Hirer must be aged 18 years or over. Where a Property is occupied by a group the Hirer warrants that at all times a responsible person aged more than 18 years will be in charge of the group. The Company or the Property Owner may at their discretion cancel any booking made in contravention of this condition. The Company or the Property Owner may at their discretion cancel the booking and refuse to hand over the Property to any person or group who in its opinion is not suitable to take charge on the grounds of suspected influence of alcohol or drugs. The Company or the Property Owner may repossess the Property at any time if in the opinion of the Company or the Property Owner the Hirer is unsuitable or if the Hirer is not behaving responsibly or if the Property or any persons are at risk. In this event as the holiday period is deemed to have started the Hirer shall remain liable to pay the hire price and no refund shall be due.

4. Cancellations and Changes

The agreement including the payment terms is a legally binding contract and may not be cancelled or amended except as provided in the Conditions. Should the Hirer wish to cancel or amend the booking they must advise the Company immediately by telephone and at the same time send written confirmation. The Company reserves the right to levy an administration charge of £50 for any alteration to a booking made by the hirer after it has issued a booking confirmation. It is suggested that hirers take out Cancellation Protection, or other similar protection, which ensures that monies are refundable in the unfortunate event of them being prevented from taking their holiday. In the event of the circumstances not being covered by Cancellation Protection the company will endeavour to rebook the Property for which an administration charge of 15% of the hire price will be levied. In the event of the deposits or balances being eligible for refund the Company will charge a fee depending on the date on which the Cancellation Notice is received. More than 56 days before the Start Date 40% of the hire price. 43-56 days 50% of the hire price. 29-42 days 70% of the hire price. 8-28 days 85% of the hire price and 7 days or less 100% of the hire price.

5. Hire Period, Collection and Return of Property

The hire period is as shown in the booking confirmation. The Company will endeavour to have the Property ready for the Hirer by the time stated on the booking confirmation on the start date. The hirer must notify the Company of any likely delay in arrival as soon as possible by email or telephone. In the event that the Property is not available because of circumstances beyond the Company's or Property Owner's control the Company may substitute a Property of similar accommodation, but if no such Property is available the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged. Substitution of a Property of similar accommodation will create a new contract between the Hirer and the Property Owner of the new Property subject to all the terms set out in these Conditions and the booking form. The Property shall be returned to the Company's and be vacated in a clean and tidy condition no later than the time stated on the booking confirmation on the end date. Breach of this condition will incur a minimum additional cleaning charge of £50 per hour or part thereof. In addition, the Hirer will be liable for any extra costs and/or damages incurred by the Company and or the Property Owner as a result of the Property not being available on time for the next Hirer.

6. Prices and Payment

Prices are inclusive of any V.A.T. which may be chargeable and are subject to any change in the V.A.T. rate prior to the settlement of the price in full. The booking confirmation and booking statement are not V.A.T. invoices. Prices are in pounds sterling. The Hirer shall reimburse the Company on demand for any expenses incurred in the conversion of foreign currencies, bank charges, special clearance, re-presenting cheques, processing payments or otherwise in obtaining cleared sterling funds of the amount due on the due date. Payment is not made until cash or cleared funds have been received by the Company. The booking deposit must be sent with the booking application and unless otherwise stated is 25% of the hire price. The balance of the price is due not less than 8 weeks before the hire start date. Time of payment shall be of the essence of the contract. For bookings made within 8 weeks before the hire start date payment in full must accompany the booking form without prejudice to any other rights of the Company it may charge interest (both before and after any judgement) at the rate of 3% over the Company's bankers base lending rate on any monies due from the due payment date until the date of payment and interest shall accrue from day to day.

7. Insurance

The Company insures the Property and its equipment and inventory against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects. Hirers and their party are advised to take out their own personal insurance cover. The Hirer will indemnify the Company and the Property Owner against all costs, damage, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's policy.

8. Safety and Other Rules

The Hirer agrees to comply with the following rules at all times for the health and safety of the persons using the Property. Not to take or have in the property without the Company's prior written permission any live fishing bait, portable heaters, bicycles, vehicles, electrical appliances, (other than razors) inflammable liquids or substances, gas cylinders, barbecues, car batteries, fire arms or any other items which might create dangers or hazards. Not to use the Property for business purposes.

9. Accidents

The Hirer is in charge of the Property and is responsible for its safe use. In the event of any accident or damage to the Property, equipment or inventory the Hirer must:- Notify the Company by telephone immediately with full details of the accident, loss or damage incurred. Not to carry out or have carried out repairs without the consent of the Company or the Property Owner. In the event that the Company's insurance cover is prejudiced or invalidated by any failure on the part of the Hirer to comply with the provisions of these conditions the Hirer shall indemnify the Company and the Property Owner in respect of all liability claims, loss, damage or expenses incurred.

10. Maintenance, Repairs, Loss or Damage.

The Hirer shall take reasonable care of the Property, its equipment and contents, and shall return them at the end of the hire period in accordance with the Company's instructions and in good clean and tidy order and condition. The Hirer shall notify the Company in the event of damage, theft or loss and shall provide full details and comply with the Company's instructions. The Hirer must not undertake or have undertaken any repairs, adjustment or service without the Company's prior approval. Any repairs or replacements by the Hirer without the Company's approval will not be accepted.

11. Hirer's Property

Vehicles may be left in the Company's car parks at the owner's risk. The Company will be under no liability for any loss of or damage to vehicles or contents of the hirers or other peoples property on the Property or elsewhere or howsoever caused except by the Company's negligence or that of those for whom the Company is responsible. Hirers are particularly advised not to leave any valuable or portable items in the car. The Company shall take such action as may be necessary to silence car alarms in the Company's car parks and to recover the costs from the Hirer. The Company may return hirer's property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not claimed within two months from the end date of the holiday will be disposed of by the Company.

12. Pets

Pets are allowed in the Property but must be pre-booked, and must be paid for (Registered assistance animals will not be charged for). Hirers must provide their own pet baskets or blankets. All pets must be properly house trained or caged as appropriate, must not be left unattended, and must be allowed in bedrooms and not be allowed on bedding or chairs. Pets are not covered under the Company's insurance policy and the Hirer shall be liable for the cost of any damage or extra cleaning required.

13. Complaints

The Hirer shall check the Property, its contents and equipment fully immediately after taking possession of the Property. In the unlikely event of any alleged deficiencies or shortcomings the Hirer must notify the Company as soon as possible to give the Company the opportunity to take any necessary remedial action. The Company and the Property Owner shall not be liable in respect of any matter which is not so notified immediately and in any event shall not be liable in respect of any matter which is notified after the end of the hire period, as the Property may then have been taken over by another hirer and may not be available for inspection.

14. Exemption

The Company [and/or] the Property Owner shall not be liable for any matters arising from any cause beyond the Company's [and/or] the Property Owner's reasonable control or not due to the Company's [and/or] the Property Owner's negligence or wilful default including (without limitation) death or personal injury of Hirers their party and, loss or damage to property, non-fulfilment or interruption of the booking, because of breakdowns, defects, damage, weather conditions, rationing, shortage or non-availability of fuel or in respect of any Consequential loss, damage, expense, injury, or claim. Hirers and their party are recommended to take out personal holiday insurance cover and Cancellation insurance.

15. Marketing Material

The specification of Property, their accommodation, facilities and equipment in marketing material is intended as a general guide, but the Company and/or the Property Owner shall not be liable in the event of any differences in the Property supplied and reserves the right to make modifications. Layout plans are for guidance only and are not to scale and may have steps which are not shown. If the hirer's party includes any infirm persons the Hirer should make relevant enquiries at the time of booking. The Company and/or the Property Owner reserve the right to change boat specifications without prior notice.

16. Disputes

Any dispute difference or question which may at any time arise out of the booking contract may be referred at the Company's sole discretion to a single arbitrator to be agreed between the parties or failing agreement to be nominated upon application of either party by the President of the Birmingham Law Society. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

17. Jurisdiction

The contract between the Property Owner and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company and the Property Owner at their option may bring any legal proceedings against the Hirer from courts in any other country.

18. Waiver

No indulgence, forbearance or delay by the Company or the Property Owner shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

ABC Leisure Group Limited

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