

# Oxford Property Solutions Limited

## Holiday Let Hirer Booking Terms and Conditions

1. **Contract**

“Oxford Property Solutions Limited” is acting as agent for the owner (“the Owner”) of the holiday let accommodation (“the Property”) and the Contract entered into which is the subject of these terms and conditions is made between the Owner and the hirer of the Property (“the Hirer”).
2. **Payment**

Bookings will be confirmed on receipt by Oxford Property Solutions Limited of a deposit of 30% of the total rental payable. The balance of the rental plus the security deposit (see paragraph 4) is payable to Oxford Property Solutions Limited not less than eight weeks (56 days) prior to the date of commencement of the hiring. If the balance of the total rental payable together with the security deposit is not paid prior to this date Oxford Property Solutions Limited reserve the right to cancel the booking and forfeit the deposit paid. If the reservation is being made within eight week (56 days) of the commencement of the stay then the total rental together with the security deposit is payable when the reservation is made and accepted.

Payments should be made to Oxford Property Solutions Limited, Suite 1, 8 South Parade, Oxford, OX2 7JA. UK payments should be made by Cheque, Bank transfer, Sterling Bank Draft, Debit or Credit Card (Amex, MasterCard or Visa). Bank details available on request.

  - 2.1. Credit Card Transactions: All Visa, MasterCard and Amex card transactions are subject to a 3% charge.
  - 2.2. The Hirer is liable for all bank charges associated with a bank transfer payment.
  - 2.3. **Late payment of future instalments will incur a surcharge of £30.00 (including Vat)**
  - 2.4. **A non-refundable booking Fee £35.00 (including Vat) will be applied to each booking and any amendments or extensions thereafter.**
3. **Cancellation**

Any cancellation must be sent to Oxford Property Solutions Limited in writing by the Hirer named on the booking form. The effective date of cancellation will be the date that the written instructions are received by Oxford Property Solutions Limited.

<b>Cancellation date before the commencement of Let:</b>	<b>Cancellation Charge:</b>
More than 56 days	Loss of 30% Total Rental Value
Less than 56 days	Full cost of the let

In the event that following cancellation Oxford Property Solutions Limited are able to re-let the accommodation for the period booked (or part of it) 50% of the re-let income will be refunded to the Hirer.

In the unlikely event of cancellation of the reservation due to unavailability of the accommodation sought Oxford Property Solutions Limited will endeavour to provide suitable alternative accommodation. In these circumstances, if the alternative accommodation offered is not acceptable to the Hirer, Oxford Property Solutions Limited will provide a full refund of rental paid including any security deposit paid.
4. **Security Deposit**

Oxford Property Solutions Limited reserve the right to request a security deposit which will be refunded within ten days following completion of the hiring, less any charges incurred as a result of the failure by the Hirer to meet his responsibilities as set out in paragraph 7 hereof. In the event that the security deposit cannot be returned within 10 days the hirer will be notified by email of this with reasons for the delay.
5. **Holiday Accommodation**

All Oxford Property Solutions Limited properties are let as holiday accommodation and do not create a Landlord and Tenant relationship within the meaning of the Rent Acts.
6. **VAT**

Value Added Tax (VAT) is added to the advertised rental rate where applicable; the current rate is 20%. A full VAT receipt will be issued as required.
7. **Hirer Responsibilities**
  - 7.1. Having arrived at the Property The Hirer shall in all matters concerning the Property deal with the Property Manager being it either the Owner or Oxford Property Solutions Limited.
  - 7.2. The Hirer is responsible for the Property during the period of rental and is expected to take reasonable care of it. All equipment and utensils must be left clean and tidy at the end of the hire period. The Hirer is expected to leave the holiday accommodation in the same state of cleanliness, general repair and the order in which it was found. An additional charge may be made if extra cleaning is required.
  - 7.3. A Schedule of Contents will be provided in the property, this is not a full inventory but is intended as a guide to what to expect to find in the property. There will be a check on the condition and contents of the Property and the Hirer will be notified within ten days of any additional cleaning costs or charges for damage and breakages for which the Hirer is liable. Payment shall be made by the Hirer immediately on receipt of the invoice in respect of the above charges. Where a security deposit has been taken, the charges will be deducted from the deposit and the balance refunded to the Hirer by Oxford Property Solutions Limited within ten days.

- 8. Termination of Booking**  
The right is reserved to terminate the booking with immediate effect if the Hirer fails to Observe the 'reasonable' regulations imposed from time to time by the Owner and/or Oxford Property Solutions Limited and in the event of termination under the provisions of this clause the Hirer will not be entitled to any refund of the hiring fee paid. The Regulations are set out in the Schedule hereto and the Owner and Oxford Property Solutions Limited reserve the right to alter, amend or add to the Regulations at any time.
- 9. Complaints**  
For Properties managed by Oxford Property Solutions, any complaints must be referred directly to Oxford property Solutions. For Properties which are managed by the Owner, all complaints must in the first instance be referred to the Owner. If the Owner is unable or unwilling to satisfy the Hirer then the Hirer should refer the complaints to Oxford Property Solutions Limited who will promptly and fully investigate the matter and ensure that corrective action is taken if the complaint is found to be substantiated. Neither the Owner nor Oxford Property Solutions Limited will entertain or consider any complaints or claims for compensation unless the complaint or problem has been raised by the Hirer in the course of the hiring or in circumstances in which It is possible for the Owner or Oxford Property Solutions Limited to investigate the complaint effectively and take the necessary corrective action.
- 10. Liability**  
Whilst Oxford Property Solutions Limited makes every effort to ensure that the description of the Property is accurate and that it meets the standards set by Oxford Property Solutions Limited they do not accept responsibility for any alterations made to the Property or its amenities since the Particulars were prepared or of which it has not been informed. Similarly Oxford Property Solutions Limited does not accept responsibility for any damage, loss, additional expense or inconvenience directly or indirectly caused by the failure of the Owner to maintain the Property or its plumbing, gas, electrical or other facilities or as a result of exceptional weather conditions.
- 10.1** Neither Oxford Property Solutions Limited nor the Owner accept any responsibility for the personal belonging Of the Hirer or the Hirer's motor car and it is the responsibility of the Hirer to arrange appropriate insurance cover in respect of these items.
- 11. Occupancy**  
The Hirer shall be entitled to occupy the Property from 3.00pm on the day of arrival and must vacate the Property before 10.00am on the day of departure unless there has been prior agreement to the contrary with Oxford Property Solutions Limited, at an additional surcharge where relevant. Any variation must be clearly stated in the booking confirmation. Any departure later than 10.00am, if not previously agreed will be subject to a late departure surcharge.
- 12. Cancellation Insurance**  
Cancellation insurance is not compulsory but Oxford Property Solutions Limited does strongly recommend such insurance cover to protect against the cancellation penalties. Holiday insurance should be available through your own insurance brokers.
- 13. Right of Entry**  
The Owner shall be allowed the right of entry to the Property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.
- 14. Broadband Internet Access**  
The minimum contract allowance for properties with broadband available is 10GB. In the event that the hirers usage exceeds the download limit available any charges imposed by the contract provider will be passed on to the hirer. Charges for excess broadband usage may be made up to 13 weeks from the date of departure from the property once notification from the supplier is provided.

## **THE SCHEDULE**

### **Regulations governing the occupancy of the Property**

1. Smoking is not permitted in the Property – a penalty of a minimum of £100 plus costs of removing smoke damage/odour will be made to your security deposit if evidence of smoking is found.
2. Pets are not allowed in the Property or in the grounds of the Property – a Penalty of a minimum of £100 plus costs of removing saliva, dander and odour will be charged to your security deposit if an animal has been in the property
3. The number of occupants of the Property should not exceed the maximum number stated in the booking confirmation. Charges will be made for any additional guests found.
4. The Hirer shall take reasonable and proper care of the Property and its furniture pictures fittings and effects
5. The Hirer shall not carry out any activity on the Property which might cause a nuisance or annoyance to the Owner or the occupiers of any adjoining property and in particular (but without prejudice to the generality of the foregoing) no musical instrument, CD or tape recorder shall be operated on the Property between the hours of midnight and 7.00am
6. Bookings may be terminated with immediate effect if the terms and conditions are not adhered to.