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SMART HOME RENTALS TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Smart Home Rentals Limited, a company registered in England and Wales. Our company registration number is 08965129 and our registered office is at 9 Queens Road, Bournemouth, Dorset, BH2 6BA.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01202 296400 or by emailing us at enquiries@smarthomerentals.co.uk
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 **"You/your" includes your party.** When we refer to "you" or "your" this will include all of the individuals who form part of the party staying under your booking and you shall all be jointly and severally liable for your obligations under these terms.

3. OUR CONTRACT WITH YOU

- 3.1 **We are the agent of the owner.** The owner of the property is identified in the booking confirmation (the "Owner"). Your contract for the hire of the property is between you and the Owner and is made subject to these terms and conditions. We only ever act in the capacity of agents for the owner.
- 3.2 **How we will accept your booking.** Our acceptance of your booking will take place when we send you written booking confirmation at which point a contract will come into existence between you and us. The booking is for personal (non-commercial) holiday purposes only, it does not under any circumstances create an assured shorthold tenancy.
- 3.3 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this. This might be because of circumstances which we could not reasonably plan for or because we have identified an error in the price, description or availability of the property.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

- 5.1 **Minor changes to the booking.** We may change the booking:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement necessary and routine changes to the property such as maintenance and cleaning.
- 5.2 **We are not responsible for events outside of our control.** If our performance under these terms is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps

to minimise the effect on your booking. Provided we do this we will not be liable to you for any losses caused by the event but if it results in our cancelling your booking we will give you a full refund.

- 5.3 **Website descriptions.** While we take reasonable care to ensure that the description of properties on our website are accurate at the time of publishing we cannot guarantee their accuracy. For example it is possible that a property described as 'non-smoking' may have been used for smoking in the past or that a property described as 'no pets' may have had pets in the past.

6. YOUR RESPONSIBILITIES

- 6.1 You are responsible for ensuring that you and your guests:
- (a) will not make any alterations or cause any damage to the property or its contents;
 - (b) will ensure that the property is kept reasonably clean;
 - (c) will ensure that the contents of the property remain at the property;
 - (d) will not allow any person to smoke inside the property (without prior written consent from us or the Owner);
 - (e) will not allow any pets at the property (without prior written consent from us or the Owner);
 - (f) will not allow any advertising at the property;
 - (g) will not allow anything to be done which might cause a nuisance to any adjoining property;
 - (h) will not play music at a level which can be heard from outside the property between the hours of 22:00 and 09:00;
 - (i) will not use the property for any illegal or immoral purpose;
 - (j) will not allow more than the maximum specified number of persons to occupy the property at any one time;
 - (k) will not allow any person who is not specified in your booking to stay overnight at the property (without prior written consent from us or the Owner); and
 - (l) leave the property in a reasonably clean and tidy state at the end of your stay.
- 6.2 If you breach this clause 6 we reserve the right to charge you for our reasonable costs incurred as a direct or indirect result of your breach.

7. DAMAGES AND BREAKAGES

- 7.1 You are responsible for any damage or breakages to the property or contents during your stay. We reserve the right to charge you for any such damage or breakages as well as any reasonable additional cleaning costs if the property is not left in a reasonably clean and tidy state at the end of your stay.
- 7.2 If works have to be carried out by a third party we will charge you the full cost of that work plus a 12% (inc VAT) admin fee. Where we are able to carry out the work or replace items ourselves we will charge an hourly rate of £18 (inc VAT) for our time plus the cost of any items we have to purchase. In addition to this we may charge you the higher of £18 or 12% of the value, as a handling fee, of any item we have to purchase to replace damage or loss caused by you.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **Ending the contract.** You may contact us at any time to end the contract, but in some circumstances we may charge you certain sums for doing so, as described below.
- 8.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
- (a) we have told you about an upcoming change to the booking or these terms which you do not agree to;
 - (b) we have told you about an error in the price or description of the services you have booked and you do not wish to proceed;
 - (c) there is a serious risk that the services may be significantly affected because of events outside our control;
 - (d) you have a legal right to end the contract because of something we have done wrong.
- 8.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 8.2, the contract will end immediately but we may charge you a percentage of the price calculated as follows:
- (a) if you cancel more than 42 days prior to the holiday commencement date you will be charged a penalty of £150.00;
 - (b) if you cancel between 42 and 29 days (inclusive) prior to the holiday commencement date you will be charged the Deposit;

- (c) if you cancel 28 days or less before the holiday commencement date we have the right to charge you anything up to the full price.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, full details of the individuals in your party;
 - (c) you commit a breach of clause 6; or
 - (d) you commit a serious breach of this agreement.
- 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 you will not be entitled to be refunded any money you have paid to us and we may be able to charge you anything up to the full price plus any reasonable costs and losses we incur as a result.

10. PRICE AND PAYMENT

- 10.1 **Where to find the price for the booking.** The price of the booking (which includes VAT) will be set out in your booking confirmation. We take reasonable care to ensure that the prices advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you booking.
- 10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your booking date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 10.3 **What happens if we got the price wrong.** If the price is stated incorrectly we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and cancel the booking.
- 10.4 **When you must pay and how you must pay.** You must make an initial payment (**Deposit**) as detailed on your booking confirmation. You must pay the remaining balance of the price no less than 42 days before the first day of your stay under the booking. If you are making your booking within 42 days of the first day of your stay then the entire price is payable at the time of booking. You must pay each invoice within 7 calendar days of the date of the invoice. We accept payment with debit or credit card, cheque (payable to Smart Home Rentals Limited) or bank transfer (contact us for details).
- 10.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 10.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.
- 10.7 **Security Deposit.** The Owner, or we as their agent, reserve the right to require a payment from you of a security deposit which will be held to cover any damage caused at the property during your stay. Within 7 days of the last day of your stay we will release the Security Deposit to you (less any deduction made for damage which will be detailed in writing to you). Whether or not a Security Deposit is taken you expressly authorise us to charge your card for any damage caused at the property during your stay.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 11.3 **Use of amenities.** The use of accommodation and amenities, where offered, such as swimming pools, rowing boats etc. is entirely at your risk. The Owner and we are not responsible or liable for any loss, damage or injury you suffer as a result of using such amenities. This clause does not apply to any personal injury or death suffered as result of our negligence.
12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 12.1 **How we will use your personal information.** We will use the personal information you provide to us to:
- (a) provide the services;
 - (b) process your payment for such services; and
 - (c) if you agreed to this during the booking process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
13. **OTHER IMPORTANT TERMS**
- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 13.2 **You may not transfer your rights under this agreement to someone else.** You may not transfer your rights or your obligations under these terms to another person with our written consent.
- 13.3 **Nobody else has any rights under this contract.** This contract is between you and us (on behalf of the Owner). No other person shall have any rights to enforce any of its terms.
- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.