

Terms & Conditions

1. The property known as Maraval is offered for holiday rental by Cassia Barker (Letting Agent) cassia.barker@yahoo.co.uk on behalf of the David and Jennifer Barker (Owners) subject to these terms and conditions and on the terms stated on the Maraval Website www.rent-maraval-house-tarn.com in force at the time of acceptance of the booking by the letting agent. The local agent will attend to the cleaning and change overs and is on hand for any queries regarding the property.
2. To reserve Maraval the tenants (Tenants) should complete and sign the Booking Form available from the Letting Agent and return it to the Letting Agent with a payment of the initial non-refundable deposit equal to 30% of the total rental. Following receipt of the Booking Form and the deposit the Letting Agent will send a confirmation invoice and statement which is subject only to cheque clearance or receipt of funds. This is the formal acceptance of the booking.
3. The rental period is the period commencing at 4.00pm on the first day of the letting and ending at 10.00am on the last day of the period for which Maraval is booked.
4. The balance of the total rental, together with the security deposit (see clause 6) is payable not later than **eight** weeks before the commencement of the rental period. If payment is not received by the due date the Letting Agent will be entitled to give notice to the Tenants in writing or by email that the booking is cancelled. The Tenants will remain liable to pay the balance of the total rental. Reservations made within eight weeks of the start of the rental period require full payment at the time of return of the Booking Form.
5. Without prejudice to the liability of the Tenants, to make full payment of the balance of the total rental in the event of a cancellation the Letting Agent will, in the event that Maraval is re-let for the whole or part of the applicable period, refund to the Tenants the whole or part of the amounts paid by the Tenants less any expenses or losses the Owners have incurred as a consequence of the cancellation. There will be no responsibility on the Letting Agent or Owners to achieve a re-let and the Tenants will not make or seek to make a claim that the Letting Agent or Owners should have achieved a re-let.
6. A security deposit of £300 is payable to the Letting Agent at the same time as the balance of the total rental. Whilst the Letting Agent will be responsible for normal wear and tear, heating, gas and electricity and pool maintenance in the rental charge the security deposit is intended to cover breakages, damage to the property and telephone charges and what the local agent determines in good faith to be excessive wear and tear or the need to take exceptional steps (such as out of the ordinary, or more time taken, cleaning) to render the property fit to let to ensuing tenants.
7. The Tenants undertake that they will make their own insurance arrangements to cover cancellation, loss or damage to personal possessions or personal injury or loss of life of their party or their guests at Maraval.

8. The maximum number of people to reside at Maraval overnight shall not exceed six (plus baby in a cot to be pre agreed) and the Tenants will not allow mobile homes or caravans to be parked at Maraval.

9. The Tenants undertake to report to the Letting Agent without delay any breakages in the house, garden or swimming pool and that they will give access to the representatives of the Letting Agent and owners for grass cutting, pool maintenance, repairs and such like.

10. Neither the Owners or Letting Agent will not be responsible for the interruption of power or other services at the property nor in respect of any defect in or failure of equipment, plant or appliance at Maraval nor be liable for the unavailability of Maraval for or during the rental period but if Maraval shall be substantially damaged or destroyed prior to the commencement of the rental period the Letting Agent will notify the Tenants as soon as practicable and will refund to the Tenants all sums previously paid to them by the Tenants.

11. The Tenants undertake that they will at all times comply with and observe the procedures to be found at Maraval concerning pool safety and the use of the supporting safety pool cover (Procedures) and that they will be responsible for ensuring that the Procedures are at all times complied with and observed. The Tenants undertake to indemnify the Owners through the Letting Agent in respect of any loss, damage or injury sustained as a result of non-compliance with or non-observance of the Procedures.

12. Under no circumstances shall the liability of the Owners or Letting Agent to the Tenants on any account whatsoever exceed the amount of the total rental for the rental period.

13. This contract and the interpretation thereof shall be governed by the laws of England and Wales and shall be and deemed to have been made in England. Any proceedings arising out of this contract or the letting of Maraval shall be brought in the Courts of England or in such other jurisdiction as the Owners may select.