

LME Luxury Holidays is the only Estate approved letting agency operating on the Lower Mill Estate and as such is the only company authorised to offer Estate approved organised activities, services and events including their own concierge service

## **LME LUXURY HOLIDAYS (L MELH)**

### **Terms and Conditions of Letting:**

1. The premises are let for holiday accommodation purposes only.  
All bookings are made for the dates as shown on the response email/letter/receipt and are taken in good faith by LME Luxury Holidays (L MELH), however, bookings may be subject to change prior to the commencement of the booking. All advance deposits are accepted on behalf of the current owner of the premises and L MELH will not accept responsibility for any decision, action or arrangement of the current or a new owner of the premises, including but not limited to, the sale of the property, withdrawal from rental, the property being rendered uninhabitable, a change in the accommodation fee or the alteration of the property in any way prior to your occupation. L MELH reserves the right to cancel any booking should anything arise, which in L MELH opinion renders the booking impractical. L MELH will attempt to notify you as soon as possible and to use their reasonable endeavours to arrange alternative accommodation or dates suitable to you, failing which all deposit monies paid will be refunded, but no other claim, right, action or demand shall exist in or be made by either party.
2. The premises should be available after 3.00 pm on the day of your arrival and are to be vacated by 10. 00am on the day of your departure, unless prior arrangements have been made and a late checkout fee paid.
3. In accordance with Estate regulations, dogs and pets are not allowed under any circumstances, unless approved by L MELH and/or the property owner in writing prior to occupation of the premises.
4. All premises are fully equipped to the standard expected of a Clearwater property.
5. The maximum number of persons (including children) permitted to occupy the premises will be nominated by L MELH when you make your booking. Overcrowding and extra guests are not allowed.
6. L MELH will only confirm a tentative booking where the full deposit amount requested is received by the due date. Please choose your booking carefully as deposits are not transferable. The balance of your accommodation fee must be paid one month prior to arrival.
7. Payments can be made by Internet or bank transfer, cheque, money order or credit card. A fee of £25 for dishonoured cheques will be payable. As advance rents are accounted to the owner of the property upon receipt, cancellations are refunded only when the premises are fully re-let for the same period at the same or greater rent. All cancellations must be in writing and are subject to a 15% cancellation/handling fee. No refund of any unused portion of a confirmed holiday booking will be made. Travel insurance is recommended particularly for high-cost bookings.
8. A security deposit will be paid on making a booking. Unless otherwise agreed prior to arrival, L MELH requires, the organization of all security deposits to be by credit card. If a guest, or any person present in the premises with a guest's permission breaches any of these Terms and Conditions of Letting, L MELH is authorized, without giving you prior notice, to claim the full amount of the security deposit and you will have no claim against L MELH in respect of L MELH doing so. Where the value of the loss or damage caused by the breach of these Terms and Conditions of Letting exceeds the value of the security deposit, L MELH, in addition to any other rights L MELH or the owner of the premises may have at law or in equity, has the right to recover from the guest any costs incurred as a result of the breach. (Please advise any friends who may be accompanying you in this regard.)
9. Subject to clause 9, L MELH will arrange for the refund of the security deposit within 30 days after the vacation of the premises by the guest.
10. Keys are to be collected from LME Estate office in Artspa during business hours, being 9am-5pm daily. On arrival guests will be required to provide a driver's license/photo ID and credit card details to register. If you intend to arrive after hours, please notify the office. Under no circumstances will keys be left out without prior arrangements, full payment of rent and organisation of security deposit and pre-signed registration. L MELH will not be responsible for alternative accommodation or any other costs incurred if a guest arrives after hours and a minimum £50 call out fee will be charged for such service.
11. If on arrival by a guest the premises are unclean, or it comes to the attention of the guest that the premises have been damaged, the guest must promptly notify L MELH and allow L MELH, or its agents, contractors or employees access to the premises for the purposes of inspection and if necessary cleaning or repairing of damage.
12. L MELH and the owner of the premises are not responsible for, and guests hereby release them from any liability in respect of, any injury, debt, damage, loss, cost, delay, expense or inconvenience caused directly or indirectly by events beyond L MELH or the owner's control.
13. No responsibility is taken for guests' personal property left in, on or near the premises. Doors and windows at the premises should be secured at ALL times. It is recommended that guests take out personal property insurance. A fee of £10 plus postage costs will be payable if L MELH staff are required to collect/return items left by guests.
14. All accommodation is for residential purposes only. Functions, parties and extra guests are strictly not allowed and PENALTIES APPLY. Any type of function, party or get-together will incur a MINIMUM non-negotiable function fee of £500 and immediate eviction will occur without refund for any unused stay. In addition L MELH will be entitled to claim the security deposit where any cleaning is required or damage results to the premises.

15. Occupation of premises which, LMELH causes nuisance or annoyance to neighbouring or adjoining occupiers will be terminated immediately and the full security deposit forfeited and any costs incurred following misuse of the premises will be payable by the guest or charged against the credit card tendered.
16. Premises are furnished to the individual property owner's taste and style and LMELH takes no responsibility for any unmet expectations of guests, or any changes made by the owner to the décor, furnishings and equipment in the premises.
17. Any repairs, maintenance or service reported and requested by guests to be effected to the premises or any equipment provided at the premises, and/or deemed necessary by LMELH, will be effected as soon as practicable, however no recompense will be negotiated due to the failure of any services, equipment or other contents provided at the premises. Guests are required to allow repair and or service personnel to enter the premises during reasonable hours by arrangement (and at any time in an emergency) for the purpose of conducting any repairs, maintenance or service. Guests requesting a service call which is subsequently found not to be required will be charged the applicable service call-out fee.
18. In the event of the premises being offered for sale, you may be required to allow prospective purchasers to view the premises at reasonable times by appointment.
19. In the case of holiday homes- car parking or carports are usually numbered.
20. The guest will be responsible for damage to the property or premises or loss of or damage to any items at the property, including, but without limiting the generality of the foregoing, floors and floor coverings, furniture and fittings, kitchen utensils, crockery, glassware, cutlery and the guest will pay to the agent, LMELH, the full cost of replacement or repair of any such items damaged or lost. All damage, breakages and losses are to be reported to LMELH immediately.  
All furniture and equipment must be left in the premises as originally found.
21. Guests will be responsible for costs incurred for retuning TV/ VCRs which have been detuned by guests or by the attachment of electronic devices, play stations etc.
22. Guests are responsible for the safekeeping and replacement of accommodation keys. Duplicate keys are not always available. Guests requiring a key from a LMELH representative after office hours will be charged a minimum service fee of £20
23. If guests do not leave the premises neat and tidy LMELH will charge the guest an additional cleaning fee of £100. Any spillages, fridge and kitchen benches must be wiped, floors swept, dishes washed, dried and put away clean, BBQ cleaned (if messy), and all garbage must be wrapped and placed in the garbage bin provided.
24. The property must be vacated on time (penalty fees apply for late check-out without arrangement) and secured with windows & doors locked. All keys and key pouches must be returned to LMELH Artspa office immediately after vacation of the premises. The guest acknowledges and agrees LMELH is not required to undertake an inspection of the property in the presence of the guest on vacation of the property.
25. All rentals are subject to increase without notice, especially in the case of the premises being upgraded or renovated and on instructions from the owner, and in respect of genuinely misquoted accommodation fees. Guests will be given the opportunity to pay the increase or obtain a full refund of the deposit paid.
26. In the event of any renovation/building work being carried out near the holiday premises, such work is beyond the control of LMELH and the owner and LMELH cannot accept responsibility for any disturbance, noise or inconvenience guests may suffer as a result. No discount will be negotiated in these circumstances.
27. Any printed, written or verbal description of the premises or position by LMELH or an employee of LMELH is made in good faith and to the best of our knowledge, however no responsibility for misdescription, errors or omissions will be accepted. All courtesy will be given on genuine dissatisfaction. Any information or terms and conditions contained in holiday brochures or related websites are subject to alteration without notice, and to the extent of any inconsistency, these terms and conditions prevail.
28. The owner is not responsible for any loss, breach or delay due to any cause beyond the Owner's control, including but not limited to Acts of God, Explosion, Fire, Accident, War or Threat of War, Sabotage, Civil Disturbance, Acts, Restrictions, Regulations, Bye-Laws, Prohibitions or Measures of any kind on the part of the government or local authority, Strikes or Industrial Actions and Disputes. Under any such circumstance the Owner is entitled to treat the contract as discharged, and the Owners liability is limited to the cost of the Holiday less £25 administration fee.
29. English Law applies. The contractual obligations above are subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland unless one of the parties is resident outside the UK, in which case English courts have jurisdiction.