



# CAVENDISH SUITES

## Terms & Conditions

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Having signed or confirmed by booking on the website or other means you accept to be bound by these Terms and Conditions of Occupation from the date your occupation commences. As you are acknowledging that the Property is not your principle residence this arrangement is not protected by the Housing Act 1988. Nothing contained in the contract between you and Cavendish Suites shall create or be deemed or implied to create any relationship of landlord and tenant. C&C Harker (the owner of Cavendish Suites) is a business with its office at Swaledale House, Little Musgrave, Kirkby Stephen, Cumbria, CA17 4PQ.

### Payment

- Full payment will be required for all reservations 48 hours prior to arrival. This is to be transferred via BACS to the bank details provided on the booking form or this will be taken from the card details you have provided.
- Failure to provide payment at least 48 hours prior to arrival may result in the reservation being cancelled.

### Cancellation

- For cancellations received up to 48 hours prior to arrival, no fee will be charged.
- If cancelled within 48 hours of arrival or in the case of a no show, the total price of the reservation will be charged.
- Cavendish Suites reserves the right to refuse any booking before arrival or upon check in should any suspicion arise with regards to the nature of the booking, and payment may not be refunded.

### The Occupant agrees to pay;

1. All costs and expenses incurred by the Owner in connection with any repairs or other works at the Property including Contents resulting from actions of the Occupant or the actions of any third party.
2. Indemnify the Owner from and against all liability incurred by its breach of these Terms and Conditions of Occupation.
3. Pay the full amount of outstanding Consideration to the end of the contractual period in the event of it terminating the Terms and Conditions of Occupation before the Termination Date.

4. Pay the cost of disposing of any personal items left in the Property once he or she (or the Residents) has/ have moved out.
5. Pay the cost of storing and/or transporting any left luggage.

The Occupant accepts that: -

6. The Property and the Contents are in good condition and repair, and in good working order and clean.

The Occupant will: -

7. Maintain the interior of the Property in good condition and repair and leave the Property in good condition and repair, fair wear and tear excepted at the Termination Date or when the occupant (and/or the Residents) leaves the Property.
8. Maintain and operate the central heating, security system (if any), and electrical appliances in accordance with the manufacturer's recommendations, and keep the Property adequately heated at all times.
9. Keep the Contents clean and in good condition (and in good working order) and pay for the replacement or repair of any Contents which may be broken, damaged or lost.
10. Allow the Owner and any other party authorised by the Owner access to the Property after 24 hours notification (except in an emergency or in connection with the routine housekeeping of the apartment, when no notice need be given) for the purposes of inspection, viewing with or without the occupant, carrying out repairs, or any other necessary purpose to the Property or any adjacent or neighbouring Property.
11. Pay for reinstating any damage or defects to the Property caused by your actions or actions of any third party including the Residents.
12. Not alter, modify, decorate or paint the Property or the Contents without the written consent of the Owner, and then only by employing tradesmen approved by them.
13. Not remove any of the Contents or fixtures and fittings from the Property.
14. Immediately report to the Owner any damage or defect in the Property or Contents and any necessary repairs.
15. Without prejudice to the above pay for the repair or replacement of the Property or any part of the Property, the communal areas, and Contents where it or any third party, are responsible for the damage or defect.

The Occupant will: -

16. Arrange insurance of and be solely responsible for its own personal effects and the personal effects of the Residents.
17. Not do or omit to do, on or with respect to the Property, either by itself or by any person authorised by it or any other party, any act which may result in the insurance of the Property being invalidated or the premium being increased.
18. Indemnify the Owner against all liabilities, and pay any increase in the insurance premium resulting from the acts or omissions referred to in 17.

The Owner will be entitled to terminate the Terms and Condition of Occupation and recover possession of the Property (by re-entering the Property or part of it to recover possession) if: -

19. The Occupant fails to pay the Consideration or any other sum due in terms of the Terms and Conditions of Occupation, within 7 days of receipt of notice from the Owner that any Consideration or other sum has not been paid.

20. The Occupant fails to comply with the conditions, obligations and provisions contained in the Terms and Conditions of Occupation following the Owner giving immediate notice requesting compliance.
21. The Occupant becomes insolvent, apparently insolvent, sequestrated or voluntarily divested of estate by Trust Deed.

The Occupant will not (and will ensure that the Residents do not): -

22. Use the Property for any purpose other than as a serviced apartment and not for business use.
23. Allow any person other than the Residents to occupy the Property.
24. Do anything which will be a nuisance, annoyance or cause damage to neighbours, neighbouring property, communal areas or the Owner.
25. Leave the Property unoccupied for a period in excess of fourteen days without prior notice in writing to the Owner.
26. Keep any animals, birds, reptiles or any other pets.
27. Use the Property for any illegal or immoral purposes.
28. Use or store bottled Gas, inflammable fuels or paraffin heaters in the Property.
29. Display any advertisement either on the outside of the Property or visible from outside it.

In addition, the Occupant will (or cause the Residents to): -

30. Heat and ventilate the Property adequately to avoid condensation.
31. Not hang clothes or other articles on the outside of the Property except in areas specifically provided for that purpose.
32. Not dry clothes over heaters or radiators within the Property
33. Remove rubbish and waste daily from the apartment to the bins provided outside.

Cavendish Suites operates a strict "No party" policy. At the full discretion of Cavendish Suites and in any event the Owner reserves the right to request a security deposit. Payment will be pre authorised and the Occupant will be informed in advance of such event. The security deposit will be fully refunded to the Occupier's credit card within 48 hours of the departure providing there are no outstanding issues. Disregard of the "No Party" policy in any terms will result in the Occupant being removed from the Property and the deposit not being returned. The requirement for extra cleaning may also be additionally chargeable.

I have read, understood and agree with the above terms and conditions.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_