

Apartment 47, St Ann's ("47")

TERMS AND CONDITIONS OF CONTRACT

1 PRELIMINARY

- 1.1 Your contract is with the owner of the apartment, Felicity Ausden, of Sansome House, Back Street, Ilmington CV36 4LJ. The Apartment is number 47 St Ann's, Ailesbury Road, Dublin 4
- 1.2 These terms and conditions ("Conditions"), together with the *booking form duly completed by you, constitute the contract between you ("Lead Guest") and me ("Owner") for the holiday letting of Apartment 47, St Ann's ("47"). The contract is made and becomes binding when the Owner has accepted the completed booking form.
- 1.3 Words and expressions used in the booking form have the same meaning in these Conditions. The expression "in writing" includes email.

2 STATUS OF THE CONTRACT

- 2.1 A holiday letting constitutes a contractual licence to occupy 47 for the period referred to in paragraph 3.2 ("Holiday Period").
- 2.2 The contract is not intended to create the relationship of landlord and tenant.
- 2.3 Neither the Lead Guest nor any invitee of the Lead Guest shall be entitled, upon creation or termination of the contract, to a tenancy.
- 2.4 The contract is personal to the Lead Guest.

3 ARRIVAL AND DEPARTURE

- 3.2 The Holiday Period begins and ends at the times referred to in paragraph 3.3, on the dates stated in the booking form (respectively "Arrival Date" and "Departure Date"),
- 3.3 The arrival time on the Arrival Date is from 12pm. The departure time on the Departure Date is before 12pm; the Lead Guest must have vacated 47, with their guest, and effects, by this time. Failure to vacate on time may result in the Lead Guest being charged a proportionate further Licence Fee.

4 LICENCE FEE AND PAYMENT

- 4.1 The total amount payable by the Lead Guest for the holiday letting is referred to in these Conditions as the "Licence Fee".

- 4.2 Unless otherwise agreed in writing, a deposit of 25% of the Licence Fee for the Holiday Period is payable at the time of booking and the balance of the Licence Fee is payable no later than twelve (12) weeks before the Arrival Date.
- 4.3 The Owner reserves the right not to accept a booking until the deposit and booking form has been received.
- 4.4 All payments may be made by cheque, by bank to bank transfer or by currency services such as xoom.com or transferwise. Any bank transfer incurred at either end are payable by the Lead Guest.

5 CANCELLATION TERMS

- 5.1 **The deposit is non-refundable**, except as the Owner may agree in exceptional circumstances.
- 5.2 If the Licence Fee, or the balance, has not been received by the Owner by the due date for payment, this is deemed to be a cancellation by the Guest and the Owner shall be entitled to treat their obligations under the contract as being at an end.
- 5.3 Once paid, the Licence Fee is non-refundable. However, if the Lead Guest gives reasonable notice of their inability to take their holiday, the Owner may at their discretion re-advertise 47 for the vacant period. If this results in the Owner receiving payment from another person in respect of the whole or any part of the Holiday Period, the Owner will, ex gratia and after providing for any additional costs which they may have incurred, apply such payment in or towards a refund of Licence Fee.

In view of this paragraph 5, the Lead Guest is strongly advised to take out appropriate insurance against the risk of their being unable to take their holiday.

6 DATE CHANGES

- 6.1 On condition that, at the time of their request, the Lead Guest has not failed to adhere to the contract, they may request the Owner to change the dates of the Holiday Period. If the new dates for the Holiday Period are available the Owner will make the change, and the contract will be varied accordingly.
- 6.2 If the request referred to in paragraph 6.1 is made more than six months before the Commencement Date of the original Holiday Period, making the change will be free of charge; otherwise, there may be an administration charge.
- 6.3 In either case, if the Licence Fee for the new Holiday Period exceeds the Licence Fee paid or payable under the original contract, the Lead

Guest will be liable to pay the difference. The converse will not apply : the new Licence Fee cannot be less than the original, and if that has been paid already no refund will be made.

7 KEYS

- 7.1 The Owner or the Owner's agent will issue to the Lead Guest one (1) set of keys to the Cottage on the Arrival Date, and the Lead Guest must return it to the Owner, the Owner's agent or leave it in 47 as instructed on the Departure Date.
- 7.2 If the Lead Guest loses a key the Owner will replace it and the Lead Guest will be liable for the cost of having the replacement cut.

8 LEAD GUEST'S DUTIES

- 8.1 The Lead Guest is responsible, where appropriate, for ensuring the compliance of their guest or daytime invitees with this paragraph 8.
- 8.2 The total number of people staying in 47 must not exceed **two** (2). Under no circumstances are more than **two** (2) persons permitted to occupy 47 overnight and the sofa must not be used a bed by either occupant. A child must be over 10 years old.
- 8.3 A maximum of **four** (4) additional persons over ten years old may be invited to 47 for a social gathering, but not for an overnight stay.
- 8.4 There must be no smoking in or around, or smokers in occupation of or visiting, 47. Please note that the Owner bans smokers, as well as smoking, due to the smell left by their clothes in the wardrobes.
- 8.5 No animals may stay in or visit 47.
- 8.6 47 may only be used for the purpose of a holiday by the Lead Guest, and their guest during the Holiday Period, and not for any other purpose or other period.
- 8.7 The Lead Guest must not do anything or permit anything to be done which would or might result in the insurance of 47 becoming void or voidable or the premium on it being increased.
- 8.8 The Lead Guest must keep 47 and the furniture and equipment clean and in good condition, not cause any damage to the walls doors or windows and be responsible for the cost of repairing any damage caused by them.
- 8.9 The Lead Guest must not use 47 or allow its use for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owners or occupiers of neighbouring premises.

- 8.10 The Lead Guest must allow the Owner or their agent to enter 47 to inspect the state of it, on prior appointment save in emergency when immediate access must be granted.
- 8.11 The Lead Guest must make known to the Owner any breakages, accidents, any breakdown of equipment, mechanical, electrical or electronic or any plumbing problem within 24 hours of the incident.
- 8.12 if, after the Arrival Date, the Lead Guest is unable to make use of 47 for the whole or any part of the Holiday Period they must notify the Owner in writing without delay, either by post or by email.
- 8.13 No books, games, DVDs etc may be removed from 47.
- 8.14 The instructions provided for the use of the central heating and other equipment must be adhered to.
- 8.15 The flowers and plants in the communal garden are not to be picked or pulled up.
- 8.16 The Lead Guest's car, motor cycle or other vehicle must only be parked in the Visitor's Car Park, with the parking disc provided on display on the dashboard. Their Visitors' cars should be parked in the road and not in confines of St Ann's complex.

9 OWNER DUTIES

- 9.1 The Owner permits the Lead Guest to occupy 47 for the Holiday Period and for such purpose to use the furnishings and equipment therein.
- 9.2 The Owner must allow the Lead Guest and their guest enjoyment and use of 47 for the Holiday Period, free of interruption except in emergency.
- 9.3 The Owner confirms that the furniture and furnishings in 47 comply with the Industrial Research and Standards (Fire Safety) (Domestic Furniture) Order, 1995.
- 9.4 The Owner may cause the contract to be terminated before the end of the Holiday Period only if the Lead Guest is in material breach of contract, or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy.
- 9.5 In the case of termination of the contract by the Owner otherwise than by reason of the Lead Guest's default, the Owner shall refund the Licence Fee, or the proportion attributable to the remainder of the Holiday Period.

- 9.6 The Owner is liable only for the return of the deposit, or the whole Licence Fee (if the balance has already been paid) if, for any reason beyond the reasonable control of the Owner, 47 becomes unavailable to let before the Arrival Date; and in this unlikely event, the Owner will endeavor to assist the Lead Guest in finding alternative accommodation.
- 9.7 The Owner will provide for the use of each overnight occupant of 47 a set of bed linen and bedding and towels (hand, bath and face flannel); the Owner will also provide drying up cloths for the kitchen, and bath mats; and for those staying over a week, changes of bed linen and towels are provided. The Owner is responsible for the laundering of one set of these per guest at the end of the stay (interim changes and laundering are the responsibility of the Guest).
- 9.8 The Owner will provide access to water, electricity, central heating and wifi at no extra charge.
- 9.9 The Owner is not responsible for any failure of public services; they will however make every effort, as far as they are able, to see that the failure is corrected as quickly as possible.
- 9.10 The Owner will make access to wifi available on the express understanding by the Lead Guest and their guest that:
- (a) they will not use the account to download pirated music, films or software nor use the access for the viewing or downloading of any pornographic or obscene material from the internet;
 - (b) the Owner makes no guarantee of continuous access; and that, in particular, any failure by the Owner's internet providers is out of the Owner's control; and that no compensation is available for loss of access, however caused.
- 9.11 The Owner will make reasonable effort to ensure that any malfunction or failure of equipment in 47 is corrected within 24 hours (during weekdays) or 48 hours (during weekends) of being notified of a problem.

10 NOTICES

Notices may be given by email and shall be deemed to have been received upon the expiration of 24 hours after service.

**Booking form Link :*

<https://sansome.wufoo.com/forms/m5yrvbz18sik86/>