

Inspire Stays Guest Booking Terms and Conditions ("Contract of Hire")

1 Contract Hire

The Contract of Hire will be between the owner (the "Owner") of the property and you the customer (the "Guest", "you" or "your"). Inspire Stays Ltd and its subsidiaries (the "Company", "Inspire Stays", "we" or "our") act as agents only for the Owners and are not principals. When you book a property through Inspire Stays you enter into a contract with the Owner, and these conditions set out the basis of your contract.

2 Agreement

2.1 When a booking is submitted via our online reservation system an automatically generated booking summary will be sent by email to the email address provided in the booking form. This does not form a contract. A contract shall only arise when your booking is subsequently confirmed in writing by Inspire Stays via a letter of confirmation sent by post or email. Please check all booking details carefully and inform us of any incorrect information immediately. The Guest books the holiday as the consumer and therefore agrees that no liability can be accepted by the owner or the Company for any expenses, costs, losses, claims or other sums of any description which relate to any business suffered or loss incurred.

2.2 Non-availability of Property: If for any reason the property is not available on the date booked, or the property is unsuitable for holiday letting, all rent and charges paid in advance by the Guest will be refunded in full, but the Guest or any member of their group shall have no further claim against the owner or Inspire Stays.

2.3 These Terms and Booking Conditions are issued with the Confirmation Invoice and copies are available on request. The making of a booking (unless cancelled within seven days of receipt of the Confirmation Invoice) will form an agreement on these Terms and Conditions (the 'Agreement') between the Guest and the Company for the holiday rental of the cottage shown in the Confirmation Invoice or as otherwise agreed in writing by the Company and the Guest (the 'Accommodation').

2.4 The Owner permits the Guest to occupy the Accommodation for the period shown in the Confirmation Invoice ("Holiday Period") together with the use of the furniture, fixtures and effects. It excludes any rights of tenancy.

2.5 The Guest (the party leader and lead guest on the booking) must be at least 21 years of age at the time of booking. No students accepted unless with prior written agreement. The Guest will be responsible for all payments and for any damage whether caused by the Guest (the lead guest) or their party. References to 'party' in these Terms and Conditions will include the Guest's family, friends, servants, agents or other guests who must be shown on the booking. The Guest (the lead guest) agrees to make their party aware of these terms and conditions. It is important in order for the Company to correspond with the Guest, that the Guest keeps Inspire Stays notified of any changes in their contact details by you should contact us using the email address that we provide you with on the Booking Confirmation, or by writing to Inspire Stays, 1 St James Works, St Pancras, Chichester, West Sussex, PO19 7NN. Please include the Guests name, contact details and Booking Reference number.

2.6 Unless prior written authorisation from the owner has been given, under no circumstances is the property permitted to be used for any commercial purposes. Photo shoots, location videos or filming is not permitted at any of our properties for any purpose which may include, among others: advertising, promotion, marketing and packaging for any product, service or arts project. This includes the use of the property as a base for shooting stills, video or film in the wider area. In the event of this taking place you may be liable to prosecution and any extra costs incurred including the retention of the security deposit.

2.7 The Confirmation Invoice will show the holiday price at the time of booking. The holiday price is subject to change in the event that the price is increased during a pricing review of the property, or if a pricing error has occurred. We endeavour to keep pricing reviews and errors to a minimum and to honour the original price for a confirmed booking where it is possible to do so. In the event of a change in the holiday price the Guest will be informed in writing as soon as possible. The Company will then ask the Guest to confirm whether they wish to confirm the agreed new price or confirm that they no longer wish to continue with the booking. Should the Guest choose not to continue they shall be entitled to a full refund. If the Company has not heard back from the Guest within 7 days it shall notify them again and if it has still not received confirmation within a further 7 days it shall have the right to terminate the booking. In such circumstances, The Company will only be liable for the return of the deposit.

2.8 Refunds: Where necessary or they have been agreed, refunds may take up to 28 days to be processed.

3 Security Deposit

3.1 A security deposit of between £150.00 and £1000.00 is required with your balance of hire payment. For stays of fewer than 21 nights this will either be pre-authorised, but not deducted against your debit or credit card 14 days before arrival, or taken in the form of a BACS/cheque payment (at the Agents sole discretion). This will be held for up to 28 days after your departure from your holiday accommodation (although we endeavour to release within 14 days wherever possible), however if a complaint is raised by the Owner the funds may be held for an undefined period and until the matter is settled. The pre-authorisation is not a charge, however for any breach of the agreement you give authority for Inspire Stays to deduct the relevant changes from the card provided. If you are unable to provide card details for a pre-authorised payment we will request the full amount of the security deposit to be paid by bank transfer or cheque. Any charges incurred in refunding deposits to overseas or UK accounts will be passed on to you. If you do not make arrangements for the security deposit in line with the timings above, your booking will be cancelled and no refund will be given.

3.2 We will claim against the security deposit for the repair or replacement of any breakages, losses or damage to the property or contents (fair wear and tear such as a broken plate or glass excepted as we do understand that minor accidents do sometimes happen). If you have any breakages, please let us or the owner know as soon as possible so that we can make any necessary replacements for the benefit of subsequent guests.

3.3 In the case of a disputed sum: We will endeavour to resolve any issue as a goodwill gesture, but remind you that any issue arising is a matter between you and the Owner. Inspire Stays can only facilitate helping to reach an agreement. In the case that a security deposit is charged, an

administration fee of £25 will be added and charged to you in addition to the total cost of the claim. Please note that the application of a Security Deposit neither limits nor waives your liability for the total sum of any damages and losses incurred; any costs in excess of this amount will be invoiced either by Inspire Stays or directly by the Owner and payable in full without delay. The security deposit will also be used to cover any additional costs of cleaning if the property is over-occupied, left dirty, shows evidence of animals or if vacated later than the stated time on the day of departure.

3.4 For bookings that are for 21 days or longer the security deposit will be deducted prior to the commencement of the booking. The security deposit may be greater than £1000.00 but we will confirm this with you prior to booking. When payments are made by card the security deposit will be deducted within seven days prior to commencement of the booking. Payments that are made by bank transfer will be required when the balance of the rental is due. This payment will be refunded without interest after the booking is complete, less any deductions should damage occur.

4. Payment methods

4.1 All payments can only be accepted in Pounds Sterling. Payments are accepted by UK or overseas issued Visa, Mastercard, debit or credit card, by BACS or bill payment online.

5. Deposit Payment

5.1 For bookings made 8 weeks or more in advance, the booking for a holiday will become firm when a non-refundable deposit of at least 30% of the holiday price (rounding up to the nearest Pound Sterling) has been received by the Company, and the Guest becomes liable to pay the full rent and any additional charges. Up to that time it will be a provisional booking, and provisional bookings are normally held for 24 to 48 hours, up to a maximum of 7 days. There is a non-refundable booking fee for each booking made, charged at the same time as the deposit is paid. This may vary from property to property (confirmed at the time of booking). In the event of a stay of 21 days and over, there will be an increased booking fee.

5.2 For bookings with a commencement date less than 8 weeks away, full payment will be required at time of booking.

5.3 Any low deposit offers of 10% of the advertised rental price means the remaining balance of the deposit due which is 20% of the advertised rental price will become payable six months before the holiday start date. In the event of the booking being cancelled by the guest before the full deposit has been paid, the full deposit is still payable in line with our standard cancellation terms (section 7), before cancellation of the booking is confirmed.

6. Final Payment

6.1 The full, non-refundable balance of the total holiday cost (including any increase following a revision of prices in accordance with clause 2.7) will be payable not later than 8 weeks before the holiday begins. If the full balance is not paid on time we will assume that you wish to cancel the booking, in which case we will be entitled to keep all of the deposit already paid. If we do not cancel straight away because you have promised to make payment, you will be liable for cancellation charges of the total rental as per Section 7, depending on the date Inspire Stays treats your booking as cancelled. If the breach of payment is still not remedied, the Company reserves the right to cancel the holiday booking, in which case it shall be entitled to damages and any other costs that it suffers under general principles of English contract law.

7. Cancellation

7.1 In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, once you have made a booking there is no cooling-off period in which you can cancel without charge, as the contract you have entered with us is for accommodation services for specific dates. You can read more on the Citizen's Advice Bureau website [here](#).

7.2 If you have to cancel your Booking we need to be notified by telephone immediately and also in writing, stating the Booking number, Guest name, Property name and arrival/departure dates. This can only be accepted from the Guest (party leader). The amount you are liable for is set out below and depends on when we receive your written notice:

- **More than 56 days (8 weeks) before holiday start date:** 30% of the total rental, plus Booking Fee and any extras that have already been committed for payment by us or the Owner (i.e. a private chef).
- **Less than 56 days (8 weeks) before holiday start date:** 100% of the total rental, plus Booking Fee and any other additional charges (i.e. pet fee).

7.3 Cancellation of your booking will result in the forfeit of all payments that have been made by you. Where the booking has been paid in full and the property can be re-let, we will refund the pro rata amount for the dates that are re-booked, minus a deduction equal to 10% of the rental value to cover administration and re-letting costs. Any refund or part refund may not be processed until after the holiday end date. If the property is not re-let then no refund can be given. The booking fee is non-refundable.

7.4 Travel insurance or cancellation insurance is strongly recommended. Where travel or cancellation insurance is in place the Guest must claim a refund through their insurance policy. We are unable to offer a refund if you are unable to travel due to Covid-19 or any other illness (notwithstanding any government rules or travel restrictions), and should you need to cancel for this reason you would need to claim on your personal insurance policy.

8. Right To Refuse/Alter

8.1 The Company reserves the right to refuse any booking.

8.2 The Company reserves the right to cancel or alter arrangements made for the Guest whether before or during the relevant Holiday Period (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Company or Owner or (b) where in the reasonable opinion of the Owner it is deemed necessary to perform or complete essential remedial or refurbishment works.

8.3 If a booking has to be cancelled by the Company or Owner for the reasons above, it will take reasonable steps to offer an alternative booking. If the Company is not able to offer such an alternative or the Guest does not accept the alternative offered or the altered holiday arrangements (as the case may be), the Company or Owner will return to the Guest the relevant proportion of the money paid by the Guest in respect of the Accommodation and will not otherwise be liable for any loss caused by cancellation or alteration.

9. Change of Booking

9.1 There will be a fee of £50.00 charged for any changes requested by the Guest and that that we agree to. For minor changes to the booking details (such as a name change within the party, or adding/removing a highchair request), at its sole discretion the Company may choose to reduce or waive the Change of Booking fee. Bookings may not be transferred unless in exceptional circumstances we agree to this; a transferred booking is from one property to another, a change in the Guest, or from one date to another. If the Booking price of the transferred booking is lower than the original Booking price, no refund for the difference can be given. Where agreed, if the Booking price of the transferred booking is greater than the original Booking price, the full difference must be paid before the transfer is considered complete. Bookings may not be transferred within eight weeks of the Guest's holiday, or from one calendar year to another. If the transfer requested also involves reducing the length of the Booking it will be regarded as a cancellation.

10. Joint Bookings

10.1 The booking should be made in one name only and that person (the Guest) shall not, without the written consent of the Company, assign or sublet the booking.

11. Guest Numbers Limitation

11.1 Occupation must be limited to the number and names stated on the Guest booking, and in any case unless agreed in writing in advance, no more than the maximum number of persons for the Accommodation stated on the Company's website. Day guests are not permitted to enter the property or grounds or use any facilities without prior consent from the owner. It is also not permitted for any commercial enterprise or supplier of leisure activities to visit the property during your stay without the owner's consent e.g. a caterer, magician etc, nor is it permitted for any alcohol to be sold on the premises without permission. Should any of these terms be breached the owner has the right to repossess the property without any compensation or refund due to you or your party, and a fee of not less than £250.00 will be charged to the Guest. The Security Deposit may also be applied.

12. The Property

12.1 Fresh bed linen and towels, but not towels for external use (i.e. garden, beach or swimming), are provided in all properties. Cot linen is not provided at our properties, and we recommend that you bring your own. Bed linen is changed between Bookings, and there will be a mid-stay linen change for Bookings of 10 to 21 nights. For stays of over 21 nights linen changes will be agreed as part of the Booking process. Every property is thoroughly cleaned and checked between each Booking. Mid-stay cleaning is dependent upon length of stay, for further details please ask prior to booking.

12.2 Please refer to the individual property listings for dates when outdoor swimming pools are open. Please note that some swimming pools are unfenced and it is the responsibility of the Guest to keep all party guests supervised and safe. Swimming pools and hot tubs may not be used between the hours of 10pm and 9am, unless otherwise agreed in writing by the Company or Owner. Only guests named on the Booking are permitted to use the property facilities, unless there is prior written consent from the owner.

12.3 The guests are responsible for their own safety with regards to hot tub usage and guidelines will be provided where appropriate. Hot tub maintenance may be undertaken as necessary during your stay and every effort will be taken not to cause any disturbance to you.

12.4 Please note that some properties have ponds or tree houses and it is the responsibility of the Guest to keep all guests in their party safe at all times, in all properties. We also have cottages on working farms where there may be hay and silage bales, barns, machinery, livestock/crop fields and other private land; these are all private property and/or can be extremely dangerous, and are strictly out of bounds.

12.5 For guests who suffer from feather allergies we strongly suggest that you bring your own duvets and pillows as we cannot guarantee that non-allergenic bedding is provided.

13. Services

13.1 Unless otherwise stated in writing, the holiday price will include all charges for the reasonable and responsible use of water, gas, electricity, and/or oil. Guests must comply with the instructions found in the welcome folder regarding the appropriate fuel for use on open fires or stoves within the Accommodation. Any damage or expense caused by using inappropriate fuel, or the unreasonable and excessive use of utilities, will be charged to the Guest.

14. Electric vehicle (EV) charging

14.1 Unless otherwise stated in the Property listing on the Company's website or otherwise agreed in writing by the Company or Owner, electric cars and other vehicles are not to be charged using the property's electricity supply or any EV charging point that may be installed at the property. If a Guest or member of their party is found to have done so, the cost will be charged to the Guest along with an administration fee of £25.

15. Brochure & Marketing Details

15.1 We make every effort to ensure that the information provided by the owners is both accurate and is presented accurately on our website, in our brochure and in any other promotional material we may use. However, details and prices may be subject to change and errors do occasionally occur, so you must check all the details and arrangements with us at the time of booking. Sometimes changes to services or facilities at a property may occur after the booking has been made and may be unforeseen (i.e. damage caused by a previous guest or an appliance breakdown); in this instance and where we are made aware we will let you know as soon as possible. Unfortunately we cannot accept responsibility for any inaccurate or misleading information given regarding the property or its facilities.

16. Guest Obligations

16.1 The Guest undertakes to keep the Accommodation and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the booking period (we accept reasonable wear and tear such as a broken glass or plate) and shall pay to the Company or Owners the value of any part of the Accommodation, furniture, fixtures, fittings and effects so damaged or destroyed. Before you arrive, the property will have been thoroughly cleaned and checked. On your arrival, if you find any discrepancies with the state of the property or grounds you must notify the Owner or Agent as soon as possible and within 24 hours so that they can investigate. If a loss or damage does occur to the property during your stay, please inform the owner as soon as possible to agree the level of charges to be paid. It may be worth checking with your own insurance company whether they will cover you in these circumstances. Charges will be deducted from your security deposit, however the application of a Security Deposit neither limits nor waives your further liability for the full cost of the damage or loss.

16.2 On reasonable notice the Guest must allow the Company or Owner and/or its agents to enter the Accommodation to inspect the state of it, save in emergency when immediate access must be granted.

16.3 Wherever possible, services such as gardening and swimming pool/hot tub maintenance will be carried out between bookings. However this is not always possible for example due to weather, busy booking periods, legal requirements and service availability, and work of this nature may be carried out during your stay. These services are essential for both your and future guests' safety and enjoyment. Other services such as housekeeping for longer stays may also have been arranged. The Company or the Owner will try to give you notice of this wherever possible (for instance information may be contained in the Welcome Folder in the property), but please note that this is not always possible. If there are certain times that are particularly suitable or unsuitable during your stay, please request this with the owner in advance of your arrival. Guest must not prevent or hinder these services from performing their duties and if this is reported to have occurred the Guest will be charged the full cost of the invoice for any services affected.

16.4 The Guest must not use the Accommodation or allow its use for any dangerous, offensive, noisy, anti-social, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or the Company or to any neighbours.

16.5 The Guest and their party must comply with any reasonable regulations and house rules relating to the Accommodation of which the Guest has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal, recycling etc.

16.6 You agree not to cause any annoyance or become a nuisance to occupants of adjoining properties. Noise levels in both the property and its grounds must be kept to a reasonable volume during the day, and to a minimum between the hours of 10pm and 9am.

17. Family Occupation

17.1 The Accommodation shall be for couples or family use or for a group of friends/colleagues only, not for youth groups, party groups, other groups or student parties. Sleeping in tents or motor vehicles adjacent to the Accommodation or within the grounds is not permitted.

17.2 The Agreement is personal to the Guest. The Guest must not use the Accommodation except for the purpose of a holiday by the Guest and the Guest's party during the Holiday Period, and not for any other purpose or longer period.

17.3 The maximum occupancy of the Accommodation must not be exceeded, and must also be limited to the number stated on the Guest booking. If the Guest wishes to hold any function or celebrations exceeding this limit, prior to booking they must first contact the Company to see if this is possible and to obtain their explicit written permission. If permission is granted, an additional charge will be applied and added to the deposit payment.

18. No Smoking/Vaping Policy

18.1 In accordance with and addition to current legislation, there is a strict no smoking, vaping or e-cigarettes policy in all of our properties which also includes within the property grounds. If there is evidence of smoking or vaping inside the property a charge of £250.00 will be levied.

19. Dogs, pets and animals

19.1 Our properties do not accept dogs unless it is clearly stated that dogs are permitted. A charge of £25.00 per stay or per week (whichever is shorter) will be made for each dog. Dogs are only permitted with our prior consent and confirmed in writing to you, either in the booking confirmation or subsequently. Where permitted they are to be kept under control and exercised off the premises. Bookings that include dogs are done so on the condition that all flea, worming treatments and vaccinations are up to date and on the condition that they are not allowed upstairs, on the furniture, and especially the beds, nor left unattended in the accommodation. Neither Inspire Stays, nor the owners, can accept responsibility for their safety. There must be no evidence that a dog has been at the property upon departure and the Guest will be responsible for reimbursing the owner for any damage or additional cleaning caused.

19.2 Guide dogs for the blind and hearing dogs for profoundly deaf people are allowed without additional charge, but otherwise the same terms as stated here apply. You should inform us at the time of booking if you wish to bring a guide/hearing dog to accompany you.

19.3 No other domestic pets or any other animals can be accepted in a property. Where any animal has been at a property that has not been agreed in writing and confirmed prior to booking, there will be a charge of no less than £250.00 levied, in addition to the Security Deposit being applied and the Guest being further responsible for fully reimbursing the owner for any damage caused.

19.4 If you have an allergy to dogs, cats or other animals, please be aware that we cannot guarantee that an Assistance Dog has not stayed in a particular property that is not advertised as accepting pets, or is advertised as being pet-free, nor guarantee that any another animal has not been brought into the property in the past.

20. Property Cleanliness

20.1 The Guest agrees to keep the property clean and tidy whilst staying in the property, and also that the property is left clean and tidy on departure. The Guest agrees to pay an additional reasonable charge to cover the expense of additional, unusual cleaning required because the Guest fails to comply with this clause.

20.2 We appreciate the need for you to have an enjoyable time whilst on your holiday; however, we would also ask you to respect the holiday property and its neighbours and not disturb or cause offence in any way. You must allow us, or the owner, or their employees access to the property during reasonable hours, except where an emergency problem needs to be remedied immediately and you are out of contact, in which case, they may enter the property without your prior agreement. Pets may not be taken to the property unless they have been booked-in with us and confirmed in writing to you. The property cannot be used for any commercial purposes, nor sublet or assigned to anyone not accepted by us as a party member.

21. Arrival and Departure Times

21.1 Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days.

21.2 You may arrive at the property on the holiday start date and at the time stated on your booking confirmation. At the end of your holiday you should depart on the holiday end date and at the time stated on your booking confirmation. If you will be arriving after 8.00pm on your day of arrival please let the Owner know so that arrangements can be made. If you do not arrive at the property by 12pm noon of the day following your intended arrival, and neither we nor the Owner has heard from you to agree alternative arrangements, your holiday will be treated as cancelled. On your holiday end date, where there is a late departure by any guest and that has not been pre-agreed with the Company or Owner, there will be a per-day charge levied that is equal to one fifth of the corresponding advertised weekly rental price for the property.

22. Keys

22.1 Directions and key/access information will be sent to you a few days prior to arrival, and only ever when full payment has been received. The Guest will be issued with at least one set of keys to the Accommodation on the first day of the Holiday Period. Keys may be issued either in person, accessed via a key box, or using keypad entry. The Guest must return all sets of keys on the last day of the Holiday Period (or the date of departure, if earlier), to the location(s) within the property or grounds as so requested. Failure to do so will incur the cost of a replacement set(s).

23. Access and Parking

23.1 The availability of local/public car parking is the responsibility of the Guest to determine, and we can offer no guarantee that such parking will be available in the vicinity of the property. If private car parking is available we will indicate this on our website where possible. As access to many rural properties is via an unmade or farm track that may be owned by and the responsibility of a separate party, neither we nor the Owner can guarantee them being in a state of good repair and they may suffer from potholes and/or be particularly unsuitable for sports cars or vehicles with low suspension. If you have queries regarding access or parking for a particular property please do not hesitate to ask a member of our staff.

24. Wi-Fi, Internet Service, Satellite Television and Mobile Phones

24.1 Neither Inspire Stays or the property owner have responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free. We do not guarantee the availability of the service, the speed of which information may be transmitted or received via the service, that the service will be compatible with your equipment or any software which you use. The Owner or Agent reserves the right to withdraw the service or change specifications.

24.2 If a property has satellite television this will be indicated in the property details, but the number of channels available will depend upon the subscription taken out by the Owner. Please also note that some locations (particularly rural areas) do not have mobile phone coverage. If this is important to you please ask at the time of booking.

25. Chargebacks

25.1 If you make a Booking through Inspire Stays, you agree to the booking Terms and Conditions which incorporate this Chargeback Policy.

25.2 Chargebacks occur when your payment card provider makes a demand to return monies on a transaction which you claim is fraudulent or otherwise in dispute.

25.3 We recognise that chargebacks can happen for a variety of valid reasons. However, if you make a payment-card payment in respect of a booking, and you later dispute this legitimate charge by raising a chargeback without merit (as determined in our sole discretion), whether fraudulently or otherwise, then we may take steps to recover any charges resulting from such an unmerited chargeback from you directly.

25.4 Unmerited chargebacks include but are not limited to: disputing a charge made in accordance with the cancellation policy; disputing a charge made in respect of the property rental in which you fail to make reasonable efforts to work with the Owner or us to resolve any issues; disputing a charge made in respect of a booking which was modified by you and the owner in breach of these booking conditions; or requesting a chargeback without a legitimate reason and/or failing to provide any supporting information in respect of the chargeback to allow those parties from which the chargeback is requested to assess the basis of the chargeback request.

25.5 We take a zero-tolerance approach to chargeback fraud. Further, in the event of any unmerited chargeback request, we reserve the right to recover monies by any legitimate means available to us, including using a third-party debt collection agency or any other lawful means to recover funds successfully charged back to you in such circumstances.

26. Liability

26.1 Except as indicated here, the Company, the Owner, or their employees (providing they were at the time acting in the course of their employment) cannot be held responsible for loss or damage to any belongings, or for death or injury sustained by the Guest or members of their party during their stay at the Accommodation. The Company, the Owner, or their employees (providing they were at the time acting in the course of their employment) excludes liability for loss or damage to any belongings, or for death or injury sustained to the Guest or members of their party during their stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of the Company, the Owner, or their employees (providing they were at the time acting in the course of their employment). As Inspire Stays only acts as an agent for the owner, it cannot be held liable for any omission of the owner or the owner's employees. Inspire Stays cannot accept responsibility for any defect of a property as it is within the sole control of the owner. Swimming pools and other facilities are used at the guest's own risk.

26.2 The Guest shall be liable for and indemnify the Company or Owner against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by the Company arising from the Guest's use or occupation of the Accommodation which arise from any breach by the Guest of their obligations under the Agreement or from any negligence or wilful default of the Guest and/or the Guest's party.

27. Right of Entry

27.1 The Company or the Owner and/or their agents reserve the right to enter the Accommodation at any reasonable time for reasonable cause. This includes the undertaking of unforeseen internal and external remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

28. Right to Evict

28.1 The Owner is entitled to repossess or not to let you into their property if they have reasonable grounds to feel for any reason that you or any member of your party are likely to cause any damage to it, and is under no obligation to find alternative accommodation for you or your party.

28.2 The Company or Owner and/or their agents reserves the right to ask the Guest and their party to leave the property immediately (without compensation being payable to the Guest or any member of their party) if this is deemed necessary by the Company or Owner and/or its agents where if there is a breach by the Guest of the Agreement or their behaviour is such as to endanger the safety of the property or staff. If any complaints are made of anti-social behaviour, unreasonable breakages or damage occurs, or smoking and vaping restrictions are not observed we shall give the Guest an opportunity to immediately rectify the breach and failure to do so shall entitle the Company/Owner or agents to terminate the agreement.

28.3 In all cases the holiday will be treated as cancelled with no refund due, and neither the Company nor the Owner will be liable to provide you with alternative accommodation.

29. No Tenancy

29.1 The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Guest and the Owner or Company. The Guest shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

30. Notices

30.1 Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter or facsimile transmission to the address appearing in the Confirmation Invoice or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Guest under the Agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service.

31. Advance Bookings

31.1 All properties can be booked well in advance. It is advisable to book early to avoid disappointment, particularly during school holidays.

32. Comments/Complaints

32.1 Every reasonable care will be taken to ensure that the Accommodation is presented to guests to a high standard. All complaints must be notified by the Guest to the Owner or their representatives immediately on discovery, so that an on-the-spot investigation can be made if necessary and remedial action taken if reasonably required. Under no circumstances will compensation be made for complaints raised after the holiday period has ended, or when the Guest has denied us or the owner the opportunity of investigating the complaint and endeavouring to put matters right during the holiday period.

32.2 If you are unable to make contact with the Owner, or are unhappy with the response they give, you should write to us at 1 St James Works, St Pancras, Chichester, West Sussex, PO19 7NN, or by using our contact email that we provide you with on the Booking Confirmation. If you are still dissatisfied with the way the problem has been handled, you must put your complaint to us in writing within 30 days of the end of your holiday. Without prejudice, upon receipt of complaints from a Guest, The Agent (in its absolute discretion) may liaise between the Guest and the Owner in an attempt to resolve the outstanding complaint.

32.3 In the case of a dispute we will endeavour to resolve any issue as a goodwill gesture, but would remind you that any issue arising is a matter between you and the Owner. Inspire Stays can only facilitate in helping to reach an agreement and it may be necessary for us to remove ourselves from ongoing discussions to allow you to reach a conclusion with the Owner directly.

32.4 Neither Inspire Stays nor the owner of a property can accept responsibility for work or events taking place outside the property boundary, nor for any noise or nuisance arising from the works or events over which the owner or Inspire Stays have no control.

33. Force Majeure

33.1 We, the Owner and the Guest will not be liable for our respective obligations under this agreement in circumstances amounting to Force Majeure. Force Majeure means any unusual and unforeseeable events beyond our control, including but not restricted to war, threat of war, civil strife, natural or nuclear disaster, fire, epidemics, terrorist activity, governmental action, Acts of God.

33.2 Guests, Owners and Inspire Stays shall only be able to rely on Force Majeure after taking all practical steps to remedy the cause of Force Majeure.

34. Headings

34.1 The headings in this document are included only for convenience, and do not affect the meaning of the clauses to which they relate.

35. Rights of Third Parties

35.1 The Contracts (Rights of Third Parties) Act 1999 may give rights to third parties who are not parties to this contract. The parties agree that this will not apply and that, subject to clause 2.3, only those entering the contract shall have rights and obligations under it.

36. Our details

36.1 While we endeavour to make our details accurate and reliable, they are only a general guide and their accuracy is not guaranteed. The mention of any appliance and/or services in these particulars does not imply that they are in full and efficient working order. If there is any point which is of particular importance to you, please contact the office and we will be pleased to check the information.

37. Severance

37.1 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

38. Governing Law

38.1 The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.