

HOMESTAY BOOKING CONDITIONS

These Terms and Conditions apply to the use of the home of <<Name of Owner>> (<<Owner>>). The Terms and Conditions set out the conditions of your contract with the Owner so please read them carefully before you book.

1. Definitions

“Additional Services”

all optional services as may from time to time be provided by the Owner during the Homestay Period set out in the Owner’s prevailing

[“Block”

and grounds known as <<Name of Property>>

“Booking Confirmation”

confirmation of booking provided to the Guest once the booking has been accepted;

“Booking Deposit”

the Fees;

“Booking Form”

the accommodation booking form provided to the Guest;

“End Date”

the last day of the Homestay Period;

“Fees”

the Fees specified in the Booking Form;

“Guest”

the person booking homestay accommodation;

“Homestay Period”

the period of the Guest’s stay as specified in the Booking Form;

“Inventory”

the list of fixtures furniture and effects in the Property which is kept at the Property;

“Property”

the Property at:-

“Room”

the <<ground/first/second>> floor of the Property specified in the Booking Form together with the furniture and effects specified in the Inventory;

[“Security Deposit”

the Fees] OR [£<< >>];]

“Start Date”

the first day of the Homestay Period.

2. Booking and Payment of Fees

2.1 A booking is made by the Guest by submitting the Booking Form and the Fees to the Owner.

- paying the Booking
- 2.2 The Guest must pay the Owner within <<insert number of days, e.g. 3>> days of the Booking Form.
- 2.3 Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Guest a confirmation. At this point a binding contract exists.
3. **Payment of Fees**
- 3.1 The Guest must pay the Fees due to the Owner at least <<insert number of days>> before the Start Date.
4. **[Security Deposit]**
- 4.1 The Guest must pay the Security Deposit to the Owner no later than the date on which the balance is due.
- 4.2 The Security Deposit shall be used by the Owner and applied against the cost of remedying any damage caused by the Guest.
- 4.3 The Security Deposit shall be refunded to the Guest not more than 14 days after the End Date less the cost of remedying any damage.]
5. **Cancellation of Booking**
- 5.1 If the Guest cancels the booking <<insert number of weeks, e.g. 8>> weeks before the Start Date the Owner shall be entitled to retain a cancellation fee but the Owner will refund all other sums paid by the Guest.
- 5.2 If the Guest cancels the booking less than <<insert number of weeks>> weeks before the Start Date the following provisions will apply:
- 5.2.1 cancellation <<insert number of weeks>> weeks before the Start Date – the Owner retains <<insert percentage>>% of the Fees and will refund all other sums paid by the Guest.
- 5.2.2 cancellation <<insert number of weeks>> weeks before the Start Date – the Owner retains <<insert percentage>>% of the Fees and will refund all other sums paid by the Guest.
- 5.2.3 cancellation <<insert number of weeks>> weeks before the Start Date – the Owner retains <<insert percentage>>% of the Fees and will refund all other sums paid by the Guest.
- 5.2.4 cancellation <<insert number of weeks>> weeks before the Start Date – the Owner retains <<insert percentage>>% of the Fees and will refund all other sums paid by the Guest.
- 5.3 If the Guest has not paid the Booking Deposit in Clause 3.1 the Guest shall be entitled to a refund of the Booking Deposit [5.1].
6. **Owner's obligations during the Homestay Period**
- 6.1 The Owner agrees to provide the Room during the Homestay Period without interference and Conditions. The Guest must comply with these Terms

- 6.2 The Owner shall provide the Guest with clean linen and towels for the Room.
- 6.3 The Guest (in common with any other occupiers of the Property) is also entitled to use the Property (including the WC [sitting room] hall stairs and passages in the Property) in accordance with any reasonable regulations made by the Owner.
- 6.4 The Guest may use the Property (including the corridors staircase and lift (if any) leading to the Property) in accordance with the regulations made by the Owner.
7. **Guest's obligations during the Homestay Period**
- 7.1 The Guest shall pay for any Additional Services in accordance with the prevailing tariff.
- 7.2 The Guest shall use the Property in a reasonable and careful manner and shall keep the Room in the same condition as it was in at the start of the Homestay Period.
- 7.3 The Guest shall maintain the Property (including the Owner's fixtures and fittings) in the same condition as it was in at the start of the Homestay Period through:
- 7.3.1 any breach of the terms of these Terms and Conditions;
- 7.3.2 any improper use of the Property by the Guest or any person at the Property.
- 7.4 The Guest shall keep the Property in the same condition as it was in at the start of the Homestay Period (fair wear and tear and damage excepted) and shall make good or replace with articles of equal value such as may be lost, broken or destroyed (the Guest shall be liable to pay compensation to the Owner).
- 7.5 The Guest shall report any damage, destruction, loss, defect or disrepair affecting the Property as it comes to the attention of the Guest.
- 7.6 The Guest shall inform the Owner [or the owner of the Block] or anyone with notice of the damage, destruction, loss, defect or disrepair affecting the Property.
- 7.7 [The Guest shall allow the Owner [or the owner of the Block] or anyone with notice to inspect the Room by prior arrangement [monthly] intervals throughout the Homestay Period.]
- 7.8 The Guest shall use the Property as short-stay living accommodation for a maximum number of occupants>>
- 7.9 The Guest shall not use the Property in a manner which may be a nuisance to the Owner or other guests or to the tenants of the Property.
- 7.10 The Guest shall not use the Property for illegal or immoral purposes.
- 7.11 [The Guest shall not use the Property for any other purpose to the Property.]
- OR**
- [The Guest shall not use the Property for any other purpose to the Property other than a single well behaved dog.]
- OR**

S

[The Guest shall not bring a pet to the Property without first obtaining the Owner's consent, subject to any conditions imposed by the Owner.]

7.12 The Guest shall not

share occupation of the Room or

7.13 The Guest shall not occupy any part of it.

7.14 The Guest shall not

occupy the Room as a lodger.

7.15 The Guest shall not alter the appearance or structure of the Room or the exterior or interior of the Property and effects belonging to the Owner.

7.16 [The Guest shall not wash in the common areas.]

the Guest shall not place any items or hang any

7.17 The Guest shall comply with the regulations made by the Owner relating to the use of the Property.

7.18 [The Guest shall comply with the regulations made by the Owner relating to the use of the Property.]

the owner of the Block, its agents or any manager of the Block may from time to time make in the interest of the Block.]

7.19 At the end of the stay, the Guest shall remove the Guest's belongings from the Property clean and tidy so that the Property is ready for the next Guest.

8. Termination

8.1 If the Fees are not paid in full or if there has been a substantial breach of any of the terms of the contract between the Owner and the Guest, the Owner may terminate the contract and the Guest shall be liable for the Fees and other rights and remedies of the Owner.

9. General

9.1 Any obligation on the Guest to do an act or thing includes an obligation on the Guest not to do an act or thing which would result in the Guest suffering another person to do such an act or thing.

and Conditions not to do an act or suffer another person to do such

9.2 Whenever there is a breach of any of the terms of the contract between the Owner and the Guest, their obligations under the contract shall be joint and several and they shall be jointly and against each other individually.

comprising the Owner or the Guest shall be jointly and against each

9.3 The Owner and Guest shall be bound by the contract between them should be enforceable by any court of law (Rights of Third Parties) Act 1999.

9.4 An obligation in the contract to pay money includes an obligation to pay Value Added Tax on that payment.

9.5 The contract between the Owner and the Guest shall be governed by the law of England and Wales.

Guest shall be governed by the law

A

M

P

L

E