



The Old Chequers
37 Front Street, South Creake, NR21 9PF
www.theoldchequers.co.uk
bookings@thecreekcollection.com

GUEST RENTAL AGREEMENT

between

The Old Chequers Limited

(the "Host")

and

Guest

(the "Guest")

regarding the renting of the holiday home:

The Old Chequers

(the "Home")





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1. Definitions and Interpretation

1.1 In this agreement, unless inconsistent with the context, words referring to:

- 1.1.1 singular shall include the plural, and vice versa;
- 1.1.2 "include" and "including" mean "include/including without limitation"; and
- 1.1.3 examples, shall not be assumed to limit situations to only those items or examples listed, and shall also include similar situations as can be reasonably expected.

1.2 The following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate expressions shall bear corresponding meanings:

"Arrival Date"	refers to the day on which the Rental Period commences, and the Guest and their Group may arrive at the Home for check-in.
"Booking"	refers to reserving a specific period of dates (Rental Period) for using the Home as holiday accommodation.
"Booking Confirmation"	Refers to a confirmation message sent to the Guest upon the acceptance of their Booking and following the payment of the Rental Amount or Rental Deposit by the Guest. This message is proof that the Host has agreed to reserve the Home for the Guest's stay on the dates of the Rental Period, and indicates the number of members in their Group, the Arrival Date, and the Departure Date.
"Booking Date"	refers to the date on which the Host agrees to reserve the Home for the Guest's desired Rental Period, subject to payment of the Rental Amount or Rental Deposit by the Guest shortly after.
"Booking Request"	refers to a request made to the Host by a person (potential guest) looking to make a Booking.
"Cleaning Fee"	refers to the amount (as set out in Schedule 1) in pounds (GBP) that the Guest must pay the Host, in addition to the Rental Amount, to cover the cost of professional cleaning and laundering services relating to the Guest's stay at the Home.
"Confirmed Booking"	refers to a Booking that has been accepted by the Host, indicating that the Home is available for the Rental Period and the Rental Amount or Rental Deposit has been paid by the Guest.
"Departure Date"	refers to the day on which the Rental Period ends, and the Guest and their Group thus check out of the Home and vacate the property.
"Damage Deposit"	refers to an amount (as set out in Schedule 1) payable by the Guest to the Host prior to the Arrival Date, which shall be refundable after departure if no damage to the Home has occurred.
"Group" or "members of their Group"	refers to anyone accompanying the Guest at the Home during the Rental Period, each of whom must be named by the Guest in the Confirmed Booking.



the "Guest"	refers to a person who makes a Booking with the Host to use the Home as holiday accommodation for an agreed Rental Period.
The "Home"	refers to The Old Chequers, located at 37 Front Street, South Creake, Norfolk NR21 9PF, including the building, its contents, facilities and amenities on the property, and the land.
the "Host"	means the Host, The Old Chequers Limited, that owns and operates the Home as a holiday rental property that can be rented by guests as holiday accommodation.
"Pet Fee"	refers to the amount (as set out in Schedule 1) in pounds (GBP) that the Guest must pay the Host, in addition to the Rental Amount, to cover the cost of professional cleaning to remove any traces of pets in the Home, if the Guest chooses to bring a pet to the Home.
"Rental Amount"	refers to the amount in pounds (GBP) that the Guest must pay the Host for staying at the Home during the Rental Period.
"Rental Deposit"	refers to fifty percent (50%) of the Rental Amount, which is payable by the Guest to confirm a Booking and secure the Rental Period where the Arrival Date is more than eight (8) weeks away.
"Rental Period"	refers to the dates and duration of the Guest's stay at the Home, starting on the Arrival Date (the day of check-in) and ending on the Departure Date (the day of check-out), as agreed to by the Host.
"Third-party listing sites"	refer to platforms where guests can book a stay at the Home (i.e. reserve a period to rent the Home), including Airbnb, VRBO, Booking.com, and others as may be relevant.

2. General

- 2.1 **The Host**, The Old Chequers Limited, is a company incorporated in England and Wales with registered company number 11892850 and registered office at 38 Watermill Lane, Hertford, SG14 3LB.
- 2.2 **The Guest** refers to any individual, group of individuals, Host, or similar who have made an arrangement (Booking) with the Host to rent the Home, whether by an agreement with the Host directly or via a Third-party listing site, and who plan to stay at the Home during a period agreed to by the Host (Rental Period).
- 2.3 The Host owns a holiday home called The Old Chequers (the "Home"), located at 37 Front Street, South Creake, Norfolk NR21 9PF, that is rented to guests as holiday accommodation on a short-term basis.
- 2.4 This agreement sets out the terms that the parties described in clauses 2.1 and 2.2 agree to for any Guest who has made a Booking or who is renting the Home from the Host.
- 2.5 This agreement shall be effective from the date of the Guest's Confirmed Booking and shall terminate five (5) working days after the Departure Date, given that any clauses meant to survive this agreement's termination shall do so.



3. Use of the Home

- 3.1 The Guest has the right to occupy the Home for a holiday only (within the meaning of schedule 1, paragraph 9 of the Housing Act 1988). The letting does not confer a short hold tenancy or give rise to a relationship of Landlord and Tenant.
- 3.2 The Guest's Confirmed Booking is a limited license granted to the Guest by the Host to enter, occupy, and use the Home for the duration of the Rental Period. This limited license is subject to the terms of this agreement, including any payments that must be made by the Guest prior to their arrival and the start of the Rental Period.

4. Duration and Times of Rental

- 4.1 The Rental Period will be stated on the Booking Confirmation.
- 4.2 The Rental Period is for a maximum of four (4) weeks and commences at the check-in time on the Arrival Date and ends at the check-out time on the Departure Date, unless otherwise notified. The check-in and check-out times are set out in Schedule 2.
- 4.3 The Rental period cannot be exceeded unless the Host gives written approval. The Guest will be liable for any cost, of whatever nature, incurred because of an unauthorised extension.
- 4.4 The Rental Period may be changed, providing the Home is available for the new dates and the Host accepts the change. Any difference in price shall be payable by the Guest immediately upon the Host accepting a change in the Rental period.

5. Rental Deposit

- 5.1 A Booking shall not be considered confirmed until the Guest has paid the Rental Deposit or the Rental Amount, whichever is relevant as per clause 5.2 below.
- 5.2 The following is payable by the Guest on the Booking Date in order to confirm a Booking:
 - 5.2.1 If a Booking is made eight (8) weeks or more before the Arrival date, the Rental Deposit, which is fifty percent (50%) of the Rental Amount, is payable immediately.
 - 5.2.2 If a Booking is made less than eight (8) weeks before the Arrival date, the full Rental Amount, plus any additional charges or fees, is payable immediately.
- 5.3 Should the Host not accept or reject a Booking Request, all sums of money paid by the Guest in relation to the Rental Period will be refunded immediately.

6. Final Payment

- 6.1 Unless otherwise agreed by the Host in writing, the Rental Amount for the Rental Period shall be the price as set out in the Host's written response to the Guest's Booking Request.
- 6.2 The Rental Amount (or, where a Rental Deposit has been paid, the balance of the Rental Amount) and additional charges are payable to the Host eight (8) weeks before the Arrival date ("the Due Date").



- 6.2.1 Additional charges include the Cleaning Fee and Damage Deposit, and may also include a Pet Fee.
- 6.2.2 The amounts for each additional charge are set out in Schedule 1, and shall be communicated to the Guest prior to confirmation of their Booking.
- 6.3 The Host shall not be responsible for sending reminders of the Due Date.
- 6.4 Non-payment by the Due Date may, at the sole discretion of the Host, be treated as notice of cancellation.
 - 6.4.1 If the Host has treated such non-payment as a cancellation of the Rental Period/Booking, the Guest will lose their Confirmed Booking, and the Rental Deposit shall be non-refundable unless the Guest requests a refund, which shall be subject to clause 7.3.

7. Cancellation

- 7.1 A Confirmed Booking can only be changed or cancelled before the Arrival date and with the Host's written agreement.
- 7.2 If the Guest wishes to cancel a Confirmed Booking, the Guest must notify the Host in writing to bookings@thecreekcollection.com ("Cancellation Notice").
- 7.3 Upon receiving a Cancellation Notice from the Guest, an amount may be charged to the Guest ("Cancellation Charge") depending on the number of days remaining until the Arrival Date. The Cancellation Charge (as a percentage of the Rental Amount) is set out below:
 - 7.3.1 100% refund for cancellations made within 48 hours of Booking, if the Arrival Date is at least fourteen (14) days away;
 - 7.3.2 100% refund for cancellations made at least thirty (30) days before the Arrival Date;
 - 7.3.3 50% refund for cancellations made at least seven (7) days before the Arrival Date;
 - 7.3.4 No refunds for cancellations made within seven (7) days of the Arrival date, or no-shows.
- 7.4 The Host reserves the right to subtract any administration or bank fees from the amounts refundable to the Guest, set out in clause 7.3.
- 7.5 The Guest is required to take out cancellation and holiday insurance.
- 7.6 The Host may cancel any Confirmed Booking or pending Booking in the event that the Home becomes unavailable or inaccessible due to circumstances beyond the Host's control. The Host shall refund any payments made to it by the Guest and shall not be held liable by the Guest for any additional payment or liability or loss beyond that.

8. Damage Deposit

- 8.1 The Host charges an amount (the "Damage Deposit", set out in Schedule 1) to the Guest to cover accidental damage, loss, or loss of rental as a result of the conduct of the Guest, members of the Guest's Group, pets, or any other person authorised to enter the Home at the Guest's invitation or authority.
- 8.2 The Damage Deposit is payable at the same time as the Rental Amount.



- 8.3 The Damage Deposit shall be returned to the Guest within ten (10) working days of the Departure Date, given that:
- 8.3.1 an inspection of the Home indicates no damage to the Home, contents, or land; and
 - 8.3.2 the Guest has not reported any damage.
- 8.4 If damage to the Home, its contents, or the land has occurred, the Host shall retain the Damage Deposit to cover such loss.
- 8.5 Should the Host be dissatisfied with the condition of the Home upon the Guest's departure, the additional cleaning will be charged at £40 per hour and will be claimed from the Damage Deposit.
- 8.6 The Damage Deposit does not absolve the Guest from any liability exceeding the Damage Deposit amount, which may result from deliberate damage, destruction, or other acts by the Guest causing loss to the Host.

9. Cleaning Services

- 9.1 The Host charges a Cleaning Fee (set out in Schedule 1) to the Guest, in addition to the Rental Amount, which covers the cleaning and preparation of the Home for the Guest's arrival, departure laundry, and departure cleaning.
- 9.2 A cleaning service is not provided during the Rental Period unless otherwise specified and agreed to by the Host.
- 9.3 An additional housekeeping charge (the "Pet Fee", set out in Schedule 1) per stay will be payable for each pet.

10. Responsible Use of the Home

- 10.1 Occupancy
- 10.1.1 The Home has a maximum occupancy of fourteen (14) guests, and the Guest agrees that this maximum number of occupants shall not be exceeded.
 - 10.1.2 If the Home offers or has more rooms than the Guest has booked, the Host will have the right, at its discretion, to decide which of the Home's rooms will be made available to the Guest and which will remain unused.
- 10.2 Arrival and Departure
- 10.2.1 The check-in and check-out times are set out in Schedule 2.
 - 10.2.2 The Guest and their Group shall arrive no earlier than the check-in time on the Arrival Date unless the Host has agreed to an alternative arrangement prior to the Arrival Date.
 - 10.2.3 The Guest and their Group shall depart from the Home no later than the check-out time on the Departure Date unless the Host has agreed to an alternative arrangement prior to the Arrival Date.
- 10.3 Safety
- 10.3.1 The use of candles is prohibited within the Home.
 - 10.3.2 Doors need to be closed at night as a fire safety precaution.



- 10.3.3 Children and pets must be supervised in the garden, as there is a shallow stream that flows through the garden. The openings at each end of the stream are not fenced off.
- 10.3.4 The log burner has a fireguard, which should be used when young children and dogs are staying in the Home.
- 10.3.5 The use of any equipment and amenities, including ramps, stairs, hot tubs, and fireplaces, is at the Guest's own discretion/risk.
- 10.4 Child amenities
 - 10.4.1 The Guest may request a travel cot to use during their stay, which shall be provided by the Host by prior arrangement only.
 - 10.4.2 A cot may only be occupied by a child aged 36 months or less.
 - 10.4.3 The Guest must bring their own bedding for the cot if they have requested to use it.
- 10.5 Cars and Parking
 - 10.5.1 The Guest may park on the gravel area of the driveway, which easily fits two cars.
 - 10.5.2 The Guest must not park immediately outside the black gates as this is a double yellow line area. Instead, they can use the backroads (Front Street, next to the Home) as overflow parking.
 - 10.5.3 Charging of electric vehicles from the Home's power supply is strictly prohibited.
- 10.6 Hot tub
 - 10.6.1 The hot tub fits up to a maximum of 8 people at a time.
 - 10.6.2 Children must be supervised at all times.
 - 10.6.3 The Guest must consult the house manual, available in the Home, which contains details on the safe and proper use of the hot tub.
- 10.7 Smoking
 - 10.7.1 Smoking is permitted outside the Home on condition that all cigarette butts and ash are cleared and disposed of by the Guest before the Departure Date.
 - 10.7.2 Smoking is not allowed inside the Home.
- 10.8 Keys
 - 10.8.1 Keys must be returned to the key safe, and the key safe must be locked properly.
 - 10.8.2 If keys are not returned, then the Guest will incur a charge to cover locksmith costs to change locks and replace keys.
- 10.9 Pets
 - 10.9.1 Pets are not permitted upstairs, in the bedrooms, or on the furniture.
 - 10.9.2 Guests must bring any items that their pets may require, including bedding, pet blankets, and food bowls.
 - 10.9.3 If the Guest brings a dog, they must ensure that any waste is picked up and disposed of into a bin liner. Use a bin bag and do not put poo bags directly into the commercial waste bin.



10.10 Wi-fi

- 10.10.1 There are a few wireless hubs scattered around the house; these are to help boost the Wi-Fi signal throughout the house. The Guest must not interfere with or move them.

10.11 Toilets

- 10.11.1 The Guest must not flush sanitary items, wipes, cotton wool pads, or diapers down the toilet, as this blocks the drains.

10.12 BBQ usage

- 10.12.1 Always supervise the BBQ while it is in use, and do not leave the BBQ unattended until it is completely cool.
- 10.12.2 Place the BBQ on a flat surface away from flammable objects such as trees, shrubs, and buildings.
- 10.12.3 Keep the children and pets away from the BBQ area.
- 10.12.4 Keep a bucket of water or sand nearby in case of fire.
- 10.12.5 Do not put hot ash in the bin or any ash in the river.

11. Price changes

- 11.1 The Host reserves the right to amend prices on Third-party listing sites due to errors or omissions, but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel a Confirmed Booking if the amended prices is significantly higher than the original price quoted.
- 11.2 Prices quoted to the Guest via email shall be valid for 24 hours, unless otherwise notified in writing.

12. Method of Payment

- 12.1 Payments may be made by electronic bank transfer, debit card, or credit card, subject to the availability of such payment methods.
- 12.2 Any charges raised against the Host by their bank for handling dishonoured bank transfers or any other payments will be passed onto the Guest who is liable to reimburse the Host.

13. Obligations of the Guest

- 13.1 The Guest who made the Booking shall be responsible for ensuring that all members of their Group adhere to the terms of this agreement as if each member is a party to this agreement as well.
- 13.2 The Guest is responsible for compliance with any and all laws, rules, and regulations that may apply to their use of the Home during the Rental Period, including, without limitation, as may apply to the residence, grounds, any vehicles, pools, appliances, and equipment.



- 13.3 The Guest and any individuals whom they invite (or otherwise provide access) to the Home, acknowledge and agree:
- 13.3.1 to use the Home and its amenities in a responsible manner, including adhering to the terms in clause 10;
 - 13.3.2 not to carry out any illegal activity at the Home, or any activity that could be reasonably considered a nuisance to the Host or the occupants of neighbouring land;
 - 13.3.3 to take good care of the Home and leave it in a clean and tidy condition at the end of the Rental Period, with the exception of linen to be laundered;
 - 13.3.4 to ensure that the Home and all furniture, fixtures, and effects remain in the condition and location as when they arrived;
 - 13.3.5 to follow the rules and guidelines of any house manuals the Host may present to them at the Home;
 - 13.3.6 to supervise all children, non-swimmers, and pets in the vicinity of a water-amenity such as a pool, hot tub, river, or similar.
 - 13.3.7 to notify the Host of all Guests, including children and pets, that will be staying at the Home during the Rental Period;
 - 13.3.8 not to part with possession of the Home, or share it, except with members of the Group named on the Confirmed Booking;
 - 13.3.9 not to sell or transfer the Confirmed Booking to another party without the written agreement of the Host;
 - 13.3.10 to pay for any losses or damages to the Home and its contents caused by the Guest, their pets, or a member of their Group (reasonable wear and tear excluded) and inform the Host immediately so items can be replaced or repaired prior to the arrival of future guests;
 - 13.3.11 to permit the Host and their appointed agents reasonable access to the Home;
 - 13.3.12 to obtain prior, written consent from the Host for:
 - i. having events at the Home, such as parties, weddings, receptions, and other functions which draw additional neighbourhood traffic; and
 - ii. bringing pets into the Home or onto the premises.
 - 13.3.13 not to smoke in or at the Home; and
 - 13.3.14 to complete the departure checklist below with reasonable care prior to leaving the Home on the Departure Date:
 - i. ensure that all windows and doors are checked and securely locked;
 - ii. keys must be returned to the key safe and the key safe appropriately locked;
 - iii. ensure that the hot tub is drained;
 - iv. ensure that all food is removed from the fridge and dispose of any rubbish in the designated bins;
 - v. return all furniture to its original position; and
 - vi. check through the wardrobe and house to ensure that all belongings have been collected.



14. Liability

- 14.1 The Host will not be liable for any accident, damage, loss, injury, expense, or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with, the Booking unless the Host is responsible.
- 14.2 The Host accepts no liability for loss of, or damage to, the Guest's possessions on the Host's land or in the Home.
- 14.3 Nothing in these clauses excludes or limits the liability of the Host for:
 - 14.3.1 death or personal injury caused by negligence of the Host; or
 - 14.3.2 any matter which it would be illegal for the Host to exclude or attempt to exclude their liability.
- 14.4 Guests are liable for loss and damage caused to the Home, its contents, and the Host's property or land to the full value of the Host's loss even though the value of the loss exceeds the Damage Deposit.

15. Personal Belongings

- 15.1 If the Guest, or any members of their Group leave any personal belongings behind at the property after departure, the Guest will be charged the cost of postage and packaging and an admin fee to have them returned.
- 15.2 Any items found by the servicing Host responsible for the Home will be disposed of within thirty (30) days if not claimed.
- 15.3 All perishable foods will automatically be disposed of at the time of the changeover.

16. Pets

- 16.1 Pets are only permitted with the Host's prior written consent and are to be kept under control and exercised off the premises.
- 16.2 Pets are not permitted upstairs, in any of the bedrooms or on the furniture, and the Host cannot accept responsibility for their safety.
- 16.3 Pets must not be left in the property unsupervised as this can result in considerable damage to the property and distress to the pet.
- 16.4 Any fouling of lawns, paths or outside surfaces shall be cleared up without delay by the Guest. Failure to do this will result in additional charges, which will be claimed from the Damage Deposit.

17. Non-availability of the Home

- 17.1 If for any reason beyond the Host's control, the Home is not available for the Rental Period of the Guest's Confirmed Booking (owing, for example, to flood damage):
 - 17.1.1 the Rental Amount paid in advance by the Guest will be refunded; and
 - 17.1.2 the Host shall not be liable to pay the Guest any amount in excess of the amount that the Guest has paid to the Host relating to their Confirmed Booking.



18. Group Bookings

- 18.1 The Host reserves the right to refuse a booking from:
- 18.1.1 all male or all female parties of more than six (6) people; or
 - 18.1.2 groups of three (3) or more single people under the age of 18, especially during Hunstanton Tennis Week which takes place in August of each year.

19. Complaints

- 19.1 All complaints must be notified to the Host as soon as reasonably practicable, as the Host may be required to carry out an on-the-spot investigation and if necessary, take remedial action. Guests have a legal obligation to mitigate their loss.
- 19.2 If the Host is denied the opportunity to investigate the complaint within a reasonable time or denied the opportunity to put matters right during the Rental Period, then the Guest will waive all rights.
- 19.3 All complaints relating to the cleanliness of the Home should be reported within two (2) hours of entry to the Home.

20. Breach of Contract

- 20.1 If there is a breach of any of the clauses in this agreement by the Guest or any of their Group, the Host reserves the right to re-enter the Home, end the Rental Period, and ask the Guest and their Group to leave.
- 20.2 If there is a breach of any of the clauses in this agreement by the Host, then the Guest has the right to end the Rental Period and leave.
- 20.3 Ending the Rental Period by the Host or the Guest does not affect that party's other rights and remedies.

21. Data and Privacy

- 21.1 The Host is committed to protecting the privacy of our guests. The Host will only use the information that it collects about the Guest and the members of their Group lawfully, in accordance with the Data Protection Act 2018.
- 21.2 When a Guest makes a booking, the Host will ask for personal information such as their name, postal address, email address, telephone number and payment details.
- 21.3 The Host may use such data to inform the Guest or members of their Group about news and information we think may be of interest to them.
- 21.4 The Host will not pass information of the Guest or members of their Group onto any third parties, except as necessary. For instance, cleaning or property management personnel who act on behalf of the Host may require the Guest's contact information to confirm check-in time and to communicate key collection details.
- 21.5 Upon making a Confirmed Booking, the Guest is deemed to have consented to the use of personal information for the purposes of guest communication and marketing relevant content to them.
- 21.6 The Guest has the right to request a copy of all information the Host holds on them and the right to unsubscribe from any marketing emails that may be sent to them.



22. Governing Law

- 22.1 The Host and the Guest agree that the law applying to this agreement will be English law and that agree that the jurisdiction of the English Courts shall apply in any dispute or claim arising out of this agreement.
- 22.2 If any provision or clause of this Agreement is held to be invalid or unenforceable, such provision or clause will be struck and will not affect the validity and enforceability of the remaining provisions.
- 22.3 This Agreement, including all terms and conditions incorporated by reference, constitutes the entire agreement of the Parties relating to the subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

23. Contact Information

- 23.1 Contact information of the Host:
- 23.1.1 By phone: +44 7900 005777 / +44 7828 446362
- 23.1.2 By email: bookings@thecreekcollection.com

Schedule 1: Fees

Damage Deposit: an amount of £300 per Booking

Cleaning Fee: an amount of £415 per Booking

Pet Fee: an amount of £25 per pet, per Booking

Schedule 2: Arrival and Departure Information

Check-in time: No earlier than 4 pm on the Arrival Date

Check-out time: No later than 10 am on the Departure Date

