

**Insert your Business Name & Brand**

## **Considerations for Writing Terms and Conditions for Self-Catering Business Contracting with Direct Customers**

The following presents a range of headings and examples for you to consider when writing the terms and conditions for contracting. As contracts can have a significant impact on your business, it is recommended that you validate your own contract terms and conditions internally and via your own business legal advisor.

<b>Item</b>	<b>Some suggestions/ideas to consider</b>
<b>Deposit</b>	<ul style="list-style-type: none"> <li>• A booking for [name accommodation] is only confirmed when a deposit of one third of the holiday rental (to the nearest Euro) together with a completed and signed booking form is received. All payments must be made in euro currency.</li> <li>• Until the deposit and the signed booking form are received, your booking is provisional. Provisional bookings are held for a maximum of (e.g.) 3/7 days from the date of enquiry and will be released without notice <b>OR</b></li> <li>• Due to a high volume of booking enquiries, your requested accommodation will not be confirmed, held, or guaranteed without receipt of the deposit payment and signed booking form.</li> <li>• All payments (for example) must be made by credit card, unless otherwise agreed.</li> </ul>
<b>Final Payment</b>	<ul style="list-style-type: none"> <li>• The full outstanding balance is payable no later than (e.g.) 4/6/10 weeks before the arrival date.               <ul style="list-style-type: none"> <li>○ Reminders will not be sent, unless requested.</li> <li>○ If the full balance is not paid on time, we reserve the right to cancel your booking, in which case the deposit will be forfeited.</li> </ul> </li> <li>• Bookings received within (e.g.) 4/6/10 weeks before the arrival date must be paid in full.</li> </ul>
<b>Full Pre-Payment</b>	<ul style="list-style-type: none"> <li>• A booking for [name accommodation] is only confirmed when full pre-payment of the total amount owed, together with a security deposit of €XX and a completed, signed booking form is received. All payments must be made in euro currency.</li> <li>• Until the full pre-payment and the signed booking form are received, your booking is provisional. Provisional bookings are held for a maximum of (e.g.) 3/7 days from the date of enquiry and will be released without notice <b>OR</b></li> <li>• Due to a high volume of booking enquiries, your requested accommodation will not be confirmed, held, or guaranteed without receipt of the pre-payment and signed booking form.</li> <li>• All payments (for example) must be made by credit card, unless otherwise agreed.</li> </ul>
<b>Payment Methods (example)</b>	[Name accommodation] operate a booking system that accepts online payments. This is our preferred method of payment.

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<b>VAT</b>	<ul style="list-style-type: none"> <li>• Please note that Rates quoted include government tax (VAT) at the current rate of xx%</li> <li>• [Name business] reserves the right to amend these rates in the event of changes to the rate of tax, or the introduction of any new government levy.</li> </ul>
<b>Security Deposit and Due Care</b>	<ul style="list-style-type: none"> <li>• As we are committed to providing the highest standards of services for all our guests, visitors are expected to keep the premises, fittings, furniture and all items within the accommodation walls and throughout the accommodation site in the same state of repair and condition for the duration of stay.</li> <li>• Please note that a security deposit of €XX will be held on your credit card (e.g.) 3 days before arrival and will be automatically released on the day of your departure, once the property has been checked for any breakages, or damages.</li> <li>• Before departure, please inform us of any damage or breakages. Where there is significant damage to property full repayment will be sought and the security deposit will be fully, or partially withheld to cover any associated costs.</li> <li>• The visitor/s is/are asked to leave the accommodation clean and tidy. We reserve the right to make a charge for extra cleaning (which will be deducted from the security deposit) if the accommodation is not left in a satisfactory condition.</li> </ul>
<b>Utilities:</b> if not included	Heating & Electricity are metered and paid for separately (for example) by cash on departure
<b>Rate Inclusions</b>	<ul style="list-style-type: none"> <li>• Homemade tea and scones on arrival</li> <li>• Welcome basket including 1 litre of milk, butter (250 grams), home-made soda bread loaf, teabags, and filtered coffee (300 grams)</li> <li>• Utilities including heating, electricity, and gas.</li> <li>• Crockery, cutlery, bed linen and towels</li> <li>• Access to playground/private beach access etc.</li> <li>• Wi-Fi and Satellite TV</li> <li>• Car Parking</li> <li>• VAT and service charges.</li> </ul>
<b>Housekeeping</b>	<ul style="list-style-type: none"> <li>• Please note that Housekeeping (2 hours) is included once per week on Wednesday mornings from 10am so we ask that you vacate your accommodation at this time OR</li> <li>• Please note that housekeeping is not included in your rate. However, housekeeping can be arranged (subject to availability) at an additional fee of €XX per hour.</li> </ul>
<b>Arrival and Departure:</b> normal trading circumstances	<ul style="list-style-type: none"> <li>• The [name accommodation] is available from (e.g.) 3pm on arrival day and should be vacated no later than 10.00am on the final day of your stay.</li> <li>• These times may be flexible subject to prior arrangement.</li> <li>• Please advise us of your approximate arrival time prior to your stay.</li> </ul>
<b>Arrival and Departure:</b> Covid-19 trading circumstances	<ul style="list-style-type: none"> <li>• Please note that due to additional cleaning requirements demanded during the Covid-19 pandemic, the [name accommodation] is available from (e.g.) 5pm on arrival day and should be vacated no later than 10.00am on the final day of your stay.</li> <li>• Please advise us of your approximate arrival time prior to your stay.</li> </ul>

Item	Some suggestions/ideas to consider
<b>Occupants and Management of Bookings</b>	<ul style="list-style-type: none"> <li>The accommodation is designed for adult and family use.</li> <li>Please note that tents and camper vans are not permitted.</li> <li>Please do not exceed the number of occupants advised for your reserved accommodation.</li> <li>Where two parties arrange to confirm and book a [name accommodation], the booking will be accepted by one person only. This person is responsible for all payments and any liabilities regarding damage.</li> </ul>
<b>No Smoking Policy</b>	<ul style="list-style-type: none"> <li>[Name accommodation] operates a no smoking policy anywhere inside the premises.</li> <li>Please note that ashtrays are not provided and if you so smoke outdoors, we ask that you dispose of cigarettes appropriately.</li> </ul>
<b>Leave No Trace Policy</b>	<ul style="list-style-type: none"> <li>Please ensure that you recycle household waste in the appropriate bins. Failure to comply will result in partial loss of the security deposit.</li> <li>Each house has recycling information, and we would ask that you adhere to this during your stay.</li> <li>To preserve and conserve our natural environment as much as possible, we operate a 'Leave No Trace' policy on site and encourage our guests to practise the principles of this policy according to the guidelines available in [name the accommodation].</li> </ul>
<b>Arranging Personal Insurance Cover</b>	<ul style="list-style-type: none"> <li>We will not be liable for any act, neglect, or default on the part of any person nor any accident, damage, loss, injury, expense, or inconvenience whether to person or property which the tenant or any other person may suffer or incur arising out of or in any way connected with the letting or resulting from any other cause whatsoever.</li> <li>We advise you to arrange your own personal insurance to cover yourselves and your personal belongings while staying at the property.</li> </ul>
<b>Pets</b>	Pets, except for guide dogs, are not allowed (or otherwise)
<b>BBQ</b>	<ul style="list-style-type: none"> <li>We provide an excellent B.B.Q. for our guest to enjoy. If you use the B.B.Q. you must clean it before the end of your rental period</li> <li><b>If you fail to clean the B.B.Q. after use, a charge of €30.00 will be deducted from your security deposit.</b></li> </ul>
<b>Complaints</b>	<ul style="list-style-type: none"> <li>We really do make every effort to ensure that you have a happy and memorable stay.</li> <li>If, however, you have any cause for complaint, we would ask that you allow us to rectify the issue as soon as possible and while you are in residence.</li> <li>It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified.</li> <li>If any complaint cannot be resolved while you are in residence, please do write to us with full details as soon as possible and no later than within 28 days of your departure date.</li> </ul>

Item	Some suggestions/ideas to consider
<p><b>Cancellation Policy:</b> normal trading</p>	<ul style="list-style-type: none"> <li>• If you have to cancel for whatever reason, we will do our best to re-let the cancelled booking and refund your rental in full. <ul style="list-style-type: none"> <li>- Less a Cancellation Administration Charge of €XX per [name the accommodation- house/cottage etc.] and</li> <li>- Less any losses incurred if the accommodation is re-let to another party at a short notice, lower price.</li> </ul> </li> <li>• Cancellations must be received as soon as possible in writing.</li> <li>• If we do not succeed in re-letting the [name, the accommodation-house/cottage etc.] we reserve the right to apply cancellation charges as follows (for example): <ul style="list-style-type: none"> <li>- 40/60/90 days in advance of arrival, a full refund of the rental fee is made, less an administration charge of €XX</li> <li>- 60 - 45 days in advance of arrival, (e.g.) 30% of the total rental fee, plus an administration charge of €XX applies.</li> <li>- 45 - 22 days in advance of arrival, (e.g.) 60% of the total rental fee, plus an administration charge of €XX applies.</li> <li>- Less than 21 days, (e.g.) 100% of the total rental fee applies.</li> </ul> </li> <li>• Please note that cancellation fees and terms apply to fully cancelled bookings and partially cancelled bookings (for example, reducing a 14-night stay to a 7-night stay).</li> </ul>
<p><b>Cancellation Policy:</b> Covid-19 trading</p>	<ul style="list-style-type: none"> <li>• Should [name accommodation] have to cancel due to unforeseen circumstances, or a COVID- 19 related matter, you will be informed immediately.</li> <li>• In this case (for example) you will have the option of <ul style="list-style-type: none"> <li>- Transferring the booking to a suitable date (e.g.) no later than December 2021 and (potentially for consideration) with a €XX gift card to spend in local stores for you to use, with our compliments.</li> <li>- Having your booking refunded in full.</li> </ul> </li> </ul>
<p><b>Force Majeure</b></p>	<p>If for any reason your booking needs to be curtailed, altered or cancelled due to circumstances beyond your (the customer) and/or our control (the supplier) that prevent, hinder or delay the ability for your booking to be realised (for example fire, flood, exceptional weather or environmental conditions, issues regarding water/electrical supplies, pandemics, epidemics, riots, acts of government, terrorism, earthquakes, war destruction/damage to the property or any other "force majeure" that is beyond the control of the customer and/or supplier), you will be offered</p> <ul style="list-style-type: none"> <li>- The opportunity to defer your booking to an available date at no extra cost/at an equivalent cost up to (e.g.) 12/24 months after your original booking date OR</li> <li>- A full refund, less an administration fee of €XX OR</li> <li>- A partial refund of (e.g.) 30/50%. The remaining balance withheld can be set against a future booking made by you within (e.g.) 12/24 months of your original booking date.</li> </ul>

## Booking Form Template

**Booking form:** Please read carefully. All bookings must be in writing and accompanied by the relevant payment. Please print this form and return it ideally as a scanned document via email. Alternatively, please post the document to the noted address:



### 1. Please complete the key booker contact details below:

First name and surname of booker	
Email of booker	
Postal Address of booker	
Mobile Telephone Number	
Landline Telephone Number	



### 2. Please insert all the terms and conditions you would like to add below, itemising each term with clarity. For example:

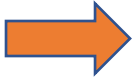
<p><b>Deposit</b></p> <ul style="list-style-type: none"> <li>• A booking for [name accommodation] is only confirmed when a deposit of one third of the holiday rental (to the nearest Euro) together with a completed and signed booking form is received. All payments must be made in euro currency.</li> <li>• Until the deposit and the signed booking form are received, your booking is provisional. Provisional bookings are held for a maximum of (e.g.) 3/7 days from the date of enquiry and will be released without notice.</li> <li>• All payments (for example) must be made by credit card, unless otherwise agreed.</li> </ul>
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PLEASE NOTE: All bookings are subject to the enclosed conditions and must be accompanied by the appropriate deposit unless the booking is made within (e.g.) eight weeks of the commencement of the let when the total rental should be enclosed, together with the security deposit.



### 3. Please input the booking details below:

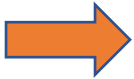
Total number of people in the party		
Number of Adults		
Number of Children		
First Name and Surname of each person in the party. Maximum 5 (e.g.)		
Arrival Date and Time		e.g., 5pm
Departure Date and Time		e.g., 10am



**4. Please clarify payment agreement terms:**

- **Deposit payment:** I agree to forward a payment deposit of €XX for the above noted booking based on a total cost of €XX
- **Final Payment:** I agree to forward payment of €XX including €XX rental balance (plus €XX as the refundable security deposit) eight weeks prior to the letting or earlier.
  - I note and agree that my security deposit will be refunded (if no charges apply) 10 days (e.g.) after my departure date

I have read the Terms and Conditions attached and accepted it; I am over (e.g.) 21/25 years of age and accept that my booking is for the holiday period stated above. I am willing to accept responsibility for any breakages and will vacate the property at the conclusion of the period above as agreed.



**Signed**.....

**Date**.....

ADDITIONAL INFORMATION: If you need any further information on the property or facilities please do not hesitate to contact us. Please return this form as quickly as possible to guarantee your booking.