

Merry Lakes Vacation Rental Agreement

This Vacation Rental Agreement ("Agreement") is entered into by and between the Owner of the Property ("Homeowner") and the undersigned individual(s) ("Guest") as of the date of signature below. This Agreement is legally binding and outlines the terms and conditions for the rental of the Property known as *Merry Lakes*.

1. Property

The Property is located at Merry Lakes, Essex, United Kingdom. It includes residential structures, recreational facilities (including but not limited to a swimming pool, sauna, gym, tennis court, bar, and lake), and approximately 13 acres of surrounding land comprising gardens, paddocks, and woodland.

2. Maximum Occupancy

Overnight occupancy is limited to 16 guests, including children. While the property can comfortably host more people during the day, any additional overnight guests must be approved in advance in writing. Please also let us know ahead of time if you're expecting any daytime visitors. Additional fees may apply for larger gatherings.

3. Term of the Lease

The term shall commence at **3:00 PM on the Check-in Date** and terminate at **11:00 AM on the Check-out Date**. Failure to vacate the Property by the check-out time without written consent may result in additional charges.

4. Cancellation Policy

- 100 % of all prepaid amounts are refundable if cancelled **60 day(s) before arrival or earlier.**
- 50 % of all prepaid amounts are refundable if cancelled **45 day(s) before arrival or earlier.**
- 0 % of all prepaid amounts are refundable if cancelled **within 45 day(s) of arrival.**

5. Payment Policy

- 50 % of the total rental amount is due at the **time of booking.**
- An additional 30 % of the total rental amount is due **90 day(s) before arrival.**
- The remaining balance is due **45 day(s) before arrival.**

6. House Rules and Use of Premises

The Guest agrees to the following:

- **Smoking:** Prohibited inside all structures. Smoking is allowed in designated outdoor areas using provided ashtrays. Caution must be exercised near the gas cupboard (signposted).
- **Pets:** Not permitted.
- **Parties and Events:** Events and gatherings are permitted *only with prior written approval from the Homeowner. Failure to declare a party or event will result in immediate termination of the stay without refund. We are happy to assist with planning.*
- **Energy Use:** Please switch off lights and appliances when not in use.
- **Waste Disposal:** Bagged waste must be placed in the bins behind the garage. A team member will arrange collection on Wednesdays.

- **Heating:** The property features central heating. Guests may adjust within reasonable limits. Excessive energy use may incur additional charges.
- **BBQs:** Disposable BBQs are not permitted on grassed areas. A charcoal BBQ and a designated BBQ pit by the lake are available. Only disposable trays may be used with the BBQ pit.
- **Fires:** Bonfires are prohibited. Designated firepits may be used with provided firewood, kindling, and firelighters. Do not use accelerants or consume alcohol while operating firepits.
- **Cleaning Services:** Cleaning is available upon request. Please contact the team to schedule.
- **Refillable Products:** Guests must not remove any refillable toiletry or cleaning products, including Method products provided in reusable dispensers.
- **Welcome Items:** Guests may enjoy provided welcome gifts but must not remove the basket or decorative tags.
- **Extra Guests:** Any additional visitors must be declared in advance, including expected visit duration.
- **Pool Area:** No glassware permitted in or around the pool. Additional safety signage must be reviewed upon entry.
- **Keys:** Internal door and window keys must remain in place.

5. Right of Entry

The Homeowner or authorized personnel may enter the Property with at least 24 hours' notice for inspections, repairs, or emergencies. In emergency circumstances, notice is not required.

6. Insurance

Guests are encouraged to obtain travel insurance to cover unforeseen events that may disrupt travel or the stay.

7. Payment Methods

Payments may be made by credit/debit card, PayPal, or bank transfer via your Online Travel Provider, [Merrylakes.com](https://www.merrylakes.com) or the Lodgify Guest App. Manual payment instructions will be provided if applicable.

8. Security Deposit and Damages

A **£1,500 Security Deposit** (per authorization hold on the guest's credit/debit card) is required prior to check-in via **Stripe**. This deposit is intended to cover any damage, loss, or extraordinary cleaning charges that may arise during the stay, beyond normal wear and tear. By booking **Merry Lakes**, the Guest agrees to be responsible for any theft, breakage, or damage to the property or its contents caused by the Guest or their party (excluding fair wear and tear) and **indemnifies the Owner in full for any resulting loss**. The Owner may use all or part of the security deposit to repair or replace such damage or loss, and any remaining balance of the deposit will be released/refunded after the post-departure inspection is completed and the property is found to be in good condition.

Damage vs. Normal Wear and Tear: For the purposes of this agreement, “*normal wear and tear*” means minor and expected evidence of use that occurs without negligence or misuse during a short-term stay (e.g. light scuff marks on floors or walls, small scratches, or faint stains that naturally occur from normal use). These minor issues will **not** be charged to the Guest or deducted from the deposit. In contrast, “*damage*” refers to any deterioration, destruction, or soilage that is **beyond** what one would reasonably expect from normal, careful use of the property. Since this property is typically rented for short periods (usually not more than one month at a time), any significant damage or unusual dirt/grime observed after a single stay will generally **not** be considered normal wear and tear – it will be treated as **damage** attributable to the Guest's stay and thus chargeable.

Chargeable Incidents (Examples):

The Guest will be liable for the reasonable costs of rectification or replacement for **any damage or loss beyond normal wear and tear**, including but not limited to:

- **Damage to furniture, fixtures, appliances, or electronics:** e.g. broken or missing furniture, torn or stained upholstery, smashed dishes, broken windows/mirrors, or non-functional appliances due to misuse.
- **Lost or damaged keys and security devices:** e.g. failure to return keys (or fobs, remotes) at check-out – the Guest will be charged for replacement keys and any related locksmith costs.
- **Ruined, soiled, or missing linens and towels:** e.g. bed linens, blankets, or towels that are irreparably stained or taken from the property, requiring replacement.
- **Excessive cleaning required:** e.g. significant spills, stubborn stains, foul odors, or excessive refuse left behind – if the property is left in an unacceptably dirty or messy condition beyond a normal checkout clean, the Guest will be charged for the extra cleaning or specialist cleaning services needed.
- **Misuse of amenities (firepit, BBQ, etc.):** e.g. damage caused by improper use of the outdoor firepit or barbecue grill, such as scorch marks, unattended fires, or failure to clean BBQ grease resulting in damage. Any repair, cleaning, or replacement costs due to misuse of these facilities will be charged to the Guest.
- **Damage to pool or recreation items:** e.g. broken pool furniture, damaged pool covers, filters or safety equipment, or loss/damage to recreational gear provided at the property.
- **Stains or damage to interiors:** e.g. wine or food stains on carpets or sofas, burns or scorch marks on surfaces, or other significant damage to flooring, walls, or countertops beyond minor marks.
- **Landscaping and outdoor damage:** e.g. damage to lawns, plants, flower beds, outdoor furniture, fencing or garden features caused by neglect or misuse (such as scorch damage from portable BBQs placed on grass, or vehicle damage to landscaping).

- **Any other loss or damage:** any other material damage, loss, or cost to the property (or its contents) caused by the Guest's action or negligence that is not considered normal wear and tear. *(This includes any costs incurred by the Owner due to the Guest's breach of house rules, such as smoking indoors or unauthorized pets, which result in damage or required remediation.)*

Inspection and Notification:

The Owner will inspect the property as soon as possible after the Guest's departure (aiming to do so within 48 hours of check-out). If any damage or loss is noted, the Owner will notify the Guest **within 5 days** of departure with a detailed report of the issues. This notification will include documentation of the damage (for example, date-stamped photographs or videos of the affected items/areas) and an itemized invoice or estimate for the necessary repairs, replacements, or extra cleaning. The Owner will provide copies of receipts, bills, or professional quotes for each charge whenever possible, and only **reasonable** amounts reflecting the actual cost of rectification will be deducted. In determining the repair/replacement cost. The Owner's goal is to be transparent and fair in this process. If no damage or extraordinary cleaning is found, the Owner will release the full £1,500 security hold immediately after inspection (the pre-authorization hold will lapse/be refunded in accordance with the payment platform's timing, typically within 7 days of check-out).

Deposit Deductions and Additional Charges:

If damage or loss is confirmed, the Owner is entitled to deduct from the £1,500 security deposit an amount equal to the repair, replacement, or cleaning costs incurred. The Guest will be informed of any such deductions in writing (with the above-mentioned documentation), and the remainder of the deposit, if any, will be returned once those costs are ascertained and deducted. **Importantly, the £1,500 deposit is not a limit of liability.** If the cost of repairing the damage or replacing lost/damaged items exceeds £1,500, the Guest **remains liable** to pay the **additional amount** beyond the deposit. In such case, the Guest *authorizes the Owner to charge* the payment card on file for the balance of such costs (the amount exceeding £1,500), or, if a direct charge is not possible, the Owner will send an invoice to the Guest for the balance. The Guest agrees to pay any such additional amount within **7 days** of receiving the invoice/notification. The Owner will make a good-faith effort to

discuss the extra charges with the Guest first and, if the Guest has been honest and promptly reported the damage, a mutually agreeable resolution (such as direct reimbursement) will be sought. If the Guest fails to pay for outstanding damage costs voluntarily, the Owner reserves the right to take appropriate action to recover the costs, which may include engaging a collections process or legal action. **For example, as a last resort the Owner may pursue a claim against the Guest for the additional damages through the Small Claims Court** (or another competent jurisdiction), although formal legal action would only be considered after attempts at amicable resolution have been exhausted.

Disputes and Governing Law:

The Owner and Guest both agree to communicate openly and promptly about any damage issues and to attempt in good faith to resolve any disagreements that may arise. If the Guest disputes a proposed charge or deduction, the Guest should inform the Owner as soon as possible (preferably within 7 days of receiving the notification of charges). The Owner will consider the Guest's explanation and any evidence the Guest provides. Both parties will act in a fair and reasonable manner, in line with UK consumer protection guidelines which require that any contract terms and charges be **transparent and proportionate to the actual loss**. **No charge will be made for fair wear and tear** or pre-existing issues, and **no "penalty fees"** will be imposed – only documented costs for actual damage or extra cleaning will be sought. The Owner will furnish the Guest with all evidence and receipts supporting the charges, as described above, to substantiate the claims [chofields.ltd.uk](https://www.claimschofields.ltd.uk). If a dispute cannot be resolved directly between the parties, they may consider using a third-party mediation or arbitration service to facilitate a fair resolution. This rental agreement, including this Security Deposit and Damages clause, is governed by the laws of **England and Wales**, and the parties agree that any legal proceedings or disputes arising out of it shall be subject to the jurisdiction of the English courts. This clause does not limit or exclude any rights a Guest may have under applicable UK law. In the event of an unresolved dispute, the Guest retains all usual legal remedies and protections, and the Owner, while reserving the right to recover legitimate costs of damage, will ensure that any enforcement actions are pursued in compliance with UK law and through the proper legal channels. Both parties are committed to handling any disputes **fairly and promptly**, and to adhering to standard UK legal guidance for dispute resolution (including the guidance of the UK Competition and Markets Authority on fair contract terms and practices in holiday letting) to reach an equitable outcome.

9. Entire Agreement

This Agreement (including any schedules or attachments hereto) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Any modification or amendment of this Agreement must be made in writing and signed by both the Homeowner and the Guest.