

## BOOKING CONDITIONS AND GENERAL INFORMATION

### **1. General**

Clients applying to hire property are referred to as 'the Applicants' until such time as they take up residence when they are referred to as 'the Tenants'. Any contract is between the Owner of the property on one part and the Applicants or Tenants on the other.

### **2. Deposit**

If a booking is made six weeks or more before the tenancy is due to start, it must be accompanied by a deposit of one-third of the rent. If a booking is made less than four weeks before arrival, the full rent, plus any additional charges, must be paid at the time of booking. In the event of a booking not being accepted by the owners all fees paid will be refunded immediately.

### **3. Final Payment**

Once the booking is received and accepted by the Owner, the Applicants are liable for payment of the balance of rent, plus any additional charges, four weeks before the start of the tenancy. Non-payment by the due date may be treated as a cancellation. If it is, a cancellation charge will be payable as listed in the table in paragraph 5. We would prefer not to have to send reminders as the 'balance due date' is stated on the booking form.

### **4. Changing a Booking**

Once a booking has been accepted by the Owners the booking can only be changed by treating the original booking as a cancellation. The holiday dates may be changed providing the cottage is available for the new dates and the Owner agrees to the change. In either event a £15 re-booking fee is payable.

### **5. Cancellations and Cancellation Insurance**

The Owner is unable to provide insurance cover for cancellations of any nature. We strongly advise our guests to take out holiday cover for any eventualities, e.g. medical cancellations, personal accident, personal liability, baggage and personal effects, car breakdown and recovery. Cancellation charges will be payable based on the number of days before the holiday start date the cancellation is received by the Owners' in writing and is specified in the table that follows:

Number of days before holiday start date that notification is received Cancellation Charge

(as % of total cost of the holiday)

0 - 21 days 100%

22 - 34 days 75%

35 - 41 days 60%

42 days or more Deposit

### **6. Refunds**

Should the owners be able to re-let the property for the period of the cancellation then a full refund would be considered.

### **7. Method of Payment**

Payments may be made by cheque, postal order or cash. Cheques or postal orders should be made payable to 'M. H. Wareham'. Cash should always be sent by registered post. Post-dated cheques are not acceptable.

### **8. Overseas Bookings**

Overseas applicants may pay by Sterling cheque drawn on a UK bank, all relevant charges being payable by the applicant.

### **9. The Tenancy**

The tenancy confers upon the Tenants the right to occupy for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.

### **10. Tenants' Obligations**

The Tenants agree:

- a. To pay for any losses or damages to the property caused by the Tenant or a member of their party (reasonable wear and tear excluded), unless the cost of making good such loss or damage can be recovered under any householder's insurance policies maintained by the Owner.
- b. To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy.
- c. To permit the Owners reasonable access to the property.
- d. Not to part with possession of the property or share it except with members of the party shown on the booking form.
- e. Not to exceed the total number of people stipulated in the property description.
- f. Not to cause an annoyance or become a nuisance to us the Owners of the adjoining premises.

### **11. Duration and Times of Letting**

Lettings commence at 3.00 pm on the first day of the tenancy and end at 10.00 am on the day of departure unless otherwise notified.

The Tenants will be liable for any cost of whatsoever nature incurred because of an unauthorised extension.

### **12. Non-availability of Property**

If for any reason beyond the Owners' control the property is not available on the date booked (owing to fire damage for example), or the property is unsuitable for holiday letting, all rent and charges paid in advance by the Applicants will be refunded in full, but the Applicants shall have no further claim against the Owners.

### **13. Liability**

The Owner does not accept liability for any act, neglect or default on the part of any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Tenants or any other person may suffer or incur arising out of, or in any way connected with the letting. In addition, the Owner accepts no liability for loss of or damage to the Tenants' possessions on the Owners' property or land.

### **14. Brochure Descriptions**

Some of the information on the Polglynn Cottage website relates to matters such as shops and public houses. Closure of such premises and other changes to external

facilities are outside the Owner's control and therefore these details cannot be relied upon absolutely.

### **15. Complaints**

All complaints must be notified to the Owner immediately so that an on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be made for complaints raised after the tenancy has ended when the Tenant has denied the Owners the opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.

### **16. Pets**

Well behaved pets are welcomed with prior consent by the Owners.

### **17. Linen**

Linen & towels are always changed between tenancies. During two week tenancies linen and towels are changed plus a small clean at the end of first week.

### **18. VAT**

The Owner is not registered for VAT and VAT is neither payable nor included in the weekly rent.

### **19. Breach of Contract**

If there shall be a breach of any of these conditions by any of the Tenants, the Owners reserve the right to re-enter the property and terminate the tenancy without prejudice to the other rights and remedies of the Owners.

### **20. Authority to Sign**

The person who completes the booking form certifies that:

- a. He or she is authorised to agree the Booking conditions on behalf of all persons included on the booking form, including those substituted at a later date;
- b. The signatory is over eighteen years of age and a member of the party intending to occupy the property; and
- c. Agrees to take responsibility for the party occupying the property.

### **21. Discrepancies**

In case of a discrepancy between these booking conditions and the other contents of the website or brochure, these conditions shall prevail.

### **22. Previous Web Sites and Booking Conditions**

These Booking Conditions replace and supersede all previous websites and Booking Conditions.

### **23. Validity Clause**

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.