

## **Booking Terms & Conditions**

The contract is between us, the Owner of the property, and the Guest

### **Booking**

The property specifies the number of guests permitted and this must be strictly adhered to. The name of each guest must be listed on the booking form, together with the ages of those under 18. Any alteration to the booking must be with the consent of us, the Owner. The person making the booking must be a member of the party and accepts full responsibility on behalf of all the members of the party in meeting the terms and conditions of the rental. The right to occupy the property may be forfeited without compensation or may be subject to additional charges if more guests than specified on the booking form, or that the property holds, stay overnight.

We reserve the right to refuse a booking if we consider that it is not in the best interests of us or the guests.

The property is let on basis that it is for holiday use only and that no rights to remain in the accommodation exist for the guest or anyone in the party.

The property provides bed linen and towels (beach towels are available for a small additional charge). For bookings of one week or more a complimentary change of bed linen and towels is available. Please ensure you request this at the time of booking.

### **Payments – Deposits and Balances**

At the time of booking a non-refundable deposit of 25% of the total cost of the holiday is required with the outstanding balance being due 45 days before the start of your holiday.

Bookings made less than 45 days before the start of the holiday require full payment at the time of booking. Guests may pay by electronic bank transfer. Any bank charges for payments from overseas guests must be paid by the guest at the time payment is made. Please contact us for payment by credit card which will incur a small additional cost.

### **Damage & Losses**

The guest agrees to pay for any losses or damage to the property or its contents caused by the guest or a member of their party (excluding fair wear and tear). Where losses or damage occurs the Owner has the right to reclaim any costs incurred from the deposit or the card the guest used to pay for the holiday. The guests accepts that this does not limit their liability for damage or loss in excess of this amount.

### **Cancellation**

We highly recommend that suitable holiday insurance is taken out by our guests to cover themselves in the case of cancellation.

All cancellations must be advised immediately by telephone, followed as soon as possible by written confirmation.

The 25% deposit made at the time of booking is strictly non-refundable.

The guest remains liable for the full amount of the holiday rental, including the balance payment when due if this has not already been paid.

We will attempt to re-let the holiday period or part thereof and if successful, upon receipt of monies for the new booking, will return the rental paid excluding the deposit amount.

If a reduction in rental has to be made to secure a new booking, the customer will receive the respective pro rata amount.

If it is not possible to re-let the property, no monies will be returned.

### **Insurance**

We strongly recommend that you take out suitable holiday insurance.

Your insurance should cover all risks including but not limited to cancellation, accident, breakdown, loss or damage to personal property

We shall not be held responsible or liable for any loss or damage suffered by any guests or members of the party.

### **Non Availability of the Property**

If, for any reason, the property is not available or has become unsuitable for the date booked, we will make every reasonable effort to arrange suitable alternative accommodation. If this is not possible or acceptable to the guests, all rental monies paid in advance will be refunded in full and the guest will have no further claim against the owner.

### **Description of the Property/Amendments**

Whilst every effort has been made to describe the property as accurately and fully as possible, we cannot accept responsibility or liability for any disappointment caused where a guest has differing expectations to those detailed in the description.

All details are given in good faith and are believed to be correct at the time they were published, but their accuracy cannot be fully guaranteed. Any amendments notified will be made fully available on our website. Every effort will be made to ensure the standard of the property is maintained and that all items of equipment described are supplied by us are in good working order. However, no guarantee is given or liability accepted if any breakdown occurs. Repairs are always undertaken as soon as possible, although inevitably delays do occur.

### **Occupying the Property**

Guests may occupy the property after 3pm on the start date of their holiday and must vacate the property by 10am on their leaving date. No early entry is permissible even if the property appears ready as we routinely inspect the house right up to 3pm.

We will be there on the date to greet you so an approximate time of arrival would be appreciated. These timings also apply to the parking spaces at the property as they are needed by our housekeepers during the changeover period. Our housekeepers are instructed not to allow early entry and will require access to the property at 10am on the departure day. Guests must keep us fully informed of any changes such

as arrival later than the designated start day, or departure before the end date so we can ensure the property is secure.

The guests must keep the property and all furniture, fixtures, fittings and effects in or on the property in the same state of repair as at the start of the rental period and should leave the property clean and tidy ensuring all furniture that has been moved is repositioned. Items must not under any circumstances be transferred from the property to another and as such will be treated as missing and result in a charge to the guest.

Guests must ensure that our request for the property to remain smoke free is adhered to. Any breach of these conditions may incur extra cleaning costs.

Guests must only use the car parking spaces allocated and do so entirely at the guests' own risk. The access road to Smuggler's Cove Cottages and our parking spaces can accommodate a vehicle up to the size of a Land Rover Discovery. Guests must not park vehicles in a way that causes an obstruction of access to other users. We cannot be held liable for any costs incurred if an alternative parking space is required.

Guests must not do anything to make void or voidable any policy of insurance and must not cause a nuisance to our neighbours. The general rules applying to the property must be adhered to and the guests must allow us reasonable access providing sufficient notice is given.

### **Complaints**

All complaints must be reported to us as soon as possible during occupation to allow us the opportunity to carry out an investigation and effect remedial action. If we are denied the opportunity of investigating the complaint, or denied the opportunity of rectifying the problem whilst the guest is in the property, the guest will waive all rights to any further investigation or any compensation that may be applicable.

Any claims for recompense relating to a complaint made during the stay but not resolved to the guests satisfaction must be made in writing and received by us no later than 5 working days from the date of departure.

### **Pets**

Pets are only accepted at our discretion and subject to the extra payment. They are not permitted in any of the bedrooms or on any furniture. Pets must not be left unaccompanied in the property for any length of time and must be kept under control at all times. Any traces of pets must be thoroughly cleaned before departure within the property and they outside areas, especially the balcony. A charge per pet is levied and should be declared at the time of booking. A charge will be made for any extra cleaning costs or remedial work should it be required.

### **Smoking**

Our property is strictly a 'no smoking' property. Guests are responsible for upholding this condition and acting responsibly with regard to keeping the outside areas clean and tidy.

### **Personal Property**

If items are left behind the guest should advise us as soon as possible to enable a search to be made. Please note it may not be possible to locate the item if the property has been re-let until after the new guests depart. Reimbursement for postage, packing, plus any other expenses incurred will be required before the item can be returned.

Items which are not claimed for or where postage or reimbursement fees have not been received will be kept for 21 days only before being given to charity.

### **Price Changes**

Where an error or omission has occurred, we reserve the right to amend prices.

### **Matters Beyond Our Control**

We cannot accept liability for work taking place outside the boundary of the property or for any noise or nuisance arising over which we have no control.

If we are made aware of any major works in the immediate vicinity of the property before the guest arrives which in our opinion, may severely affect the enjoyment of the guests holiday, this will be treated as non-availability of the property and this clause shall then apply.

### **Communicating With You**

The guest acknowledges that we will take personal information such as the guests name, contact information etc. This will be used by us to process the booking and for marketing purposes such as sending newsletters and special offers. We will not pass on these details to third parties other than in relation to our bookings e.g.our employees (such as the cleaner/caretaker). We will also take such details as are necessary to process card payments associated with bookings and will only pass this information on to the bank handling these payments.

### **Breaches To The Conditions Of Hire**

We reserve the right to terminate the holiday booking for any serious breaches of these conditions of hire.

### **Legality of Conditions**

Any dispute will be governed by the non-exclusive law and jurisdiction of the English courts, In the event a court finds that a condition in the Conditions of Hire is illegal or void, the illegal or void condition will be severed from the remainder of the conditions of hire, which will continue to be valid and have full force and effect. These conditions of hire supersede all previous editions.