

# **Little Fentafriddle**

## **Terms and Conditions**

1. The contract entered into is between Mr. JS Scott (the Owner) and the person completing and signing the Booking Form (the Hirer). The contract is not effective until the required payment has been received and confirmation sent from the Owner and/or the Agent to the Hirer.

### **2. Booking**

Bookings cannot be accepted by:

- a. Persons under the age of 25 years
- b. Parties where the majority of members are less than 25 years (except families or supervised groups).

2.1 The number of persons occupying a property must not exceed the maximum stated in the current property description. (Babies under 2 are not normally counted as a member of a party).

2.2 The person who signs the booking form (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions.

2.3 The Hirer must notify the Owner and/or the Agent of any alterations to the names of persons occupying the property.

2.4 The Owner and/or the Agent reserve the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

### **3. Reservation**

3.1 Provisional reservations can be accepted by telephone and must be confirmed within 7 days by the arrival of a booking form and the required deposit.

3.2 Provisional reservations will be cancelled after 7 days without further reference.

3.3 To secure a reservation:

- a. Complete all parts of the booking form.

b. Send the completed form together with 30% of the total cost of the holiday. Please make the cheque payable to: James Scott

and send it to:

Fentafriddle Farm, Trebarwith Strand, Tintagel, Cornwall PL34 0EX

c. Pay the balance of the cost 8 (eight) weeks before the holiday is due to start **(it should be noted that reminders are not sent out)**.

3.4 If the balance is not received within the time specified the Owner and/or the Agent reserves the right to cancel the booking and retain the deposit.

3.5 Bookings made within 8 (eight) weeks of the start of the holiday require payment in full at the time of the booking.

3.6 Payment for overseas bookings can be made by cheque drawn on a London bank payable in Sterling to (James Scott).

#### **4. Cancellation**

4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.

4.2 In the event of cancellation by the Hirer the Owner and/or the Agent will endeavor to re-let the property, and if successful may refund any monies paid less the deposit, which is non- returnable.

#### **5. Booking alterations**

5.1 Any change in holiday dates will be subject to the agreement of the Owner and/or the Agent.

5.2 Any alteration to the booking by the Hirer will be subject to an administration charge of £50.00.

5.3 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.

5.4 If for reasons beyond its control, the Owner and/or the Agent has to cancel or alter arrangements made for the Hirer it will make every effort to offer an alternative property if one is available.

5.5 If the Hirer does not accept the alternative offered the Owner and/or the Agent will return to the Hirer any monies paid, whereupon the Owner's and/or the Agent's liability will cease.

#### **6. Damage, loss and nuisance**

#### 6.1 The Hirer agrees:

- a. To pay £100 damage deposit per week for the property.
- b. That the supervision of children, babies, dogs and any adults requiring care remains the responsibility of the hirer at all times.
- c. To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied.
- d. To pay for any damage or loss however caused, excluding reasonable wear and tear, incurred during the occupation.
- e. Not to cause nuisance or annoyance to occupants of nearby property.
- f. To allow reasonable access to the property by the Owner and/or the Agent if it is deemed necessary.

6.2 Damage discovered will be notified to the hirer within 7 days of vacation and costs charged against damage deposit and/or nominated credit/debit card will be confirmed in writing within 21 days of vacation.

#### **7. Occupancy**

Occupancy shall be from **4.00 p.m.** on the day of arrival to **10.00 a.m.** on the day of departure, (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this). A late departure fee £50 will become payable if cleaning is delayed.

#### **8. Dogs**

In order to ensure that the Owner and/or the Agent continue to welcome dogs the hirer must undertake the following:

- a. There must be no more than one dog at the property at any time (unless otherwise agreed with the Owner and/or the Agent).
- b. The Dog must be kept under strict control at all time whilst on the property.
- c. Any fouling of lawns, paths etc. must be cleared up without delay.
- d. The Hirer must bring the dog's bedding.
- e. The Dog must not be left in the property unattended.
- f. The Dog is not allowed on beds, chairs or settees.

8.2 In the interest of visitor's safety and as a result of Government legislation the Agent is unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Doga Argentino even where these types of dog are muzzled as required by law.

If the Hirer is in breach of the above the Owner and/or the Agent is entitled to terminate the letting immediately and the Hirer remains liable for the total cost of the holiday without entitlement to any refund.

#### **9. Descriptions**

9.1 Whilst the Owner and/or the Agent makes every effort to ensure the accuracy of the property descriptions, descriptions are inevitably subjective and are for guidance only. If there points of particular importance please contact the owner or the agent to clarify information.

9.2 Whilst the Owner and/or the Agent has taken all reasonable steps to ensure that the information contained in its brochures, Website, tariffs, leaflets, advertisements and any other form of promotional material are accurate, the Owner and/or the Agent reserves the right to alter, substitute or withdraw any service, facilities or amenity.

## **10. Liability**

10.1 The Owner and/or the Agent cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property and its, plumbing, gas, electrical or otherwise, or exceptional weather.

10.2 No responsibility is accepted for loss or damage of property (including pets), vehicles or vehicle contents belonging to the Hirer or any member of the party during the occupancy.

10.3 If due to reasons beyond the control of the Agent and Owner, the accommodation is not available whatsoever, the Agent will refund the deposit, but the Agent and Owner will be under no further liability towards you.

## **11. Complaints**

11.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner and / or Agent immediately and in any event before departure to allow remedial action to be taken.

11.2 It is specifically agreed that failure by the Hirer to notify the Agent of any complaint in accordance with the timescale set out in clause 13.1 will entitle the Agent to refuse to entertain the complaint, irrespective of its merits.

## **12. Waiver**

The failure of the Owner and / or Agent to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

## **13. Legal provisions**

13.1 The Law of England governs the construction, and performance of this Agreement and the parties submit to the jurisdiction of the English Courts.

13.2 The Hirer agrees that the contract with the Owner and / or Agent is made at the Owner and / or Agent's premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner and / or Agent.

13.3 Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.