

No. 3 Porthmeor Beach Flats, St. Ives, Cornwall

Booking Terms & Conditions

Any reference to either 'us', 'we' or the `Owner` in these Booking Conditions refers to Timothy Catling. "You" or "your" are references to the person making the booking and all members of the holiday party. So that you understand the basis of the contract between you and us when you book your accommodation, we have laid out as clearly as possible, the conditions on which your booking is made. Nothing in these conditions affects your normal statutory rights.

1. Your booking You must be at least 21 years old when you book your accommodation. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you. When we issue our written confirmation to you we enter into a contract with you, the party leader, which is subject to these Booking Conditions. Any disputes or queries will be between the party leader and the owner. The party leader will assume responsibility for the whole party and the compliance with these rules of all party members. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us. When your confirmation is received, the details must be checked carefully. If anything is not correct you should tell us immediately. You may not add to the party size stated on your booking form without prior consent from the owners.

2. Paying for your accommodation A deposit is payable by cheque at the time of booking. At this point your booking becomes binding and we will send you a confirmation letter and a contract with a copy. We require you to sign one copy of the contract before we send you the information letter with key entry code. The balance of the booking cost must be received by us no later than 6 weeks before your arrival date, together with an additional £50 breakage deposit. This payment must be made by cheque and sent in time for the funds to be cleared by the due date on your contract. We cannot accept credit/debit card payments for the balance or breakage deposit. If you book less than 6 weeks before the arrival date, payment of the total cost, including the breakage deposit is due straightaway. If your bank returns your payment to us unpaid, we reserve the right to make an administration charge of £25.

3. Cancellation of booking by you If you need to cancel your booking you must contact us as soon as possible by telephone in the first instance and then in writing. The booking deposit is non-refundable under any circumstances. However we will make every effort to re-let the property once formal cancellation has been received and if we are able to re-let at the same price the balance will be refunded to you. If we are only able to re-let at a reduced price (with your approval) the reduced balance will be refunded. If we are unable to re-let the full balance will remain payable by you.

3a Changing the date of a booking If you wish to change the booking date you will have to cancel the original booking and the normal cancellation policy will prevail regardless of any subsequent booking made

4. Cancellation of booking by us If we have to cancel your booking in advance for any reason you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation will be payable.

5. Damage to property You are responsible to the Owner for the actual costs of any breakage or damage in or to the accommodation, along with any additional costs that may result, which are caused by you or your party. These costs may be deducted from your deposit, but are not limited to that amount. You may be billed for the difference between this and the actual cost of the repairs. Note: Never use any chemical including stain devils on carpets, tell us about the problem and we will try to deal with it. However, damaged or irreparably stained carpets are always replaced. **Repairs:** No repairs of any kind to the property or contents must be attempted by you or your party. Any damage must be reported immediately to the owner.

6. Accidents, injury and personal property The Owner shall have no liability to you

for the death or personal injury to you or any member of your party. You must take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property.

7. Heating The central heating switch can be found on the boiler in the airing cupboard in the bathroom, along with the timing clock adjustments. The temperature of the rooms can be adjusted by thermostatic radiator valves. On departure please switch off the central heating. The wood burner should NOT be used.

8. Website and advertisements The Owners aim to ensure that the information and descriptions provided are accurately conveyed on the official website (www.porthmeorflats.co.uk) and any authorized third-party websites or advertisements. There may be small differences between the actual accommodation and its description as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical after we have been made aware of the situation. Similarly, we cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.

9. Water The stop tap can be found in the cupboard below the kitchen sink and should be turned off on your departure.

10. Parking There is no parking at the flat. However, various public car parks can be found around the town. The nearest is the Island Car park just 3 minutes up the road.

11. Key The key to the flat should be kept in safe place at all times and then returned to the keysafe on departure and the dials altered to lock it. Neither the key nor the code should be given to ANYONE else other than those in your booking party. Should a key be lost then the price of a new lock and multiple keys will be billed to you.

12. During your stay You can arrive at your accommodation after 2 pm on the start date of your holiday and you must leave by 10 am on the last day. The Owner is entitled to refuse to hand over to you or to repossess the accommodation if they reasonably believe that any damage is likely to be caused by you or your party or can repossess the accommodation if damage has been caused. You cannot allow more people than you have booked to stay in the accommodation, nor can you significantly change the makeup of the party during the duration of your stay in the accommodation. You may not carry out any form of trade or business from the property, nor may you sub-let any part of the buildings. The property is entirely non-smoking and you agree not to smoke in any part of the building. **NOISE:** The flats are in a quiet residential area and you must pay due consideration to the neighbours and avoid late-night noise (after 11pm), particularly to the flat below. We will treat contravention of any of these rules as a cancellation by you and Section 4 will apply. You must allow the Owner or any representative of the Owner access at any reasonable time during your stay.

13. Pets Porthmeor Flats have a strict No Pet policy which is non-negotiable. This is for health/allergy reasons. If a pet is found on the premises you will be required to remove it immediately and may be charged for specialist cleaning. We are however unable to *guarantee* a 100% allergen-free environment.

14. Cleaning on departure You agree to keep the accommodation clean and tidy as found and leave it in a similar condition. The following basic level of cleanliness is required on departure; Crockery and cutlery washed/dried and put away, obvious spills and stains removed, any furniture moved restored to original position, bins emptied into wheeliebins and bottles taken to bottle bank. Failure to meet this standard will result in a cleaning charge against your deposit.

15. Problems & Complaints Every effort has been made to ensure that you have an enjoyable and memorable holiday and to date we have had no serious complaints or problems! If however, you have any problem or cause for complaint it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return!

Please sign and date one copy of this contract and return to Mr T Catling, St James Farm, Main Road, Clifton, Deddington, Oxon, OX15 0PD at least 8 weeks before your holiday arrival date.

I(name in full) have read and agree to abide by the above terms and conditions.

.....(signature)