

# Spinneywood

## Terms and Conditions

### Booking

The contract to be entered into is for a short term letting of Spinneywood, Gillan, Nr Manaccan, Helston, TR12 6HL ("the Property including all outside areas") for use as holiday accommodation only between Ian Drury & Denise Drury ("the Owners") and the person completing and signing the Booking Form ("the Hirer"). The contract is not effective until the required payment has been received (30% deposit or full payment if within 8 weeks of the commencement of the holiday) by either debit card (no charge) or credit card (1.9% surcharge for Visa & Mastercard and 3.5% for American Express). Payment confirms the acceptance of our Terms and Conditions, however we do require a fully completed and signed Booking Form.

### General Information regarding Bookings

Bookings cannot be accepted from a person under the age of 25 and the Owners reserve the right to reject any application for a booking. All Guests must be listed on the Booking Form at the time of booking. Additional guests can only be accepted, after this date, with the Owners' prior approval, but must not exceed the maximum number of 8, or the number agreed prior to booking. We require a completed and signed booking form, before taking any payments.

### Payment

A non-returnable deposit of 30% of the Rental Amount ("the Deposit") is required at the time of booking by either debit or credit card. The completed booking form is required by return. The balance of the Rental Amount is due and must have been received by the Owners not later than 8 weeks prior to the commencement of that letting; no reminder will be sent of the due date for payment of such balance. For bookings made within 8 weeks of the commencement date of that letting, the total amount must be paid by debit or credit card at the time of booking and we require a completed & signed booking form prior to taking payment.

In the event of any monies due to be paid or the balance thereof not being received by the Owners by the respective date(s) specified (time being of the essence), the Owners reserve the right to cancel the booking and retain the Deposit as a cancellation fee.

### Security Deposit

A security deposit of £500 is required for any damage/breakages/losses to the property and/or its contents. Chips to crockery and glasses are deemed as breakages and the Hirer will be charged the cost of a like for like replacement plus any delivery charges if applicable. The security deposit is required a minimum of 2 weeks prior to arrival. No reminders are issued. If you have not contacted us with payment of your security deposit by the due date, you authorise us to debit any card details that we hold for you with the applicable charges as stated above. If you choose to pay by credit card the applicable charges apply on return of the Security Deposit.

By prior arrangement, you may pay the security deposit by cheque to alleviate any additional charges. In this case, payment should be sent at the time of paying the balance to ensure cleared funds are within the timescales listed above.

The Security Deposit is mandatory. Entry to the property will be denied if we are not in receipt of the security deposit prior to the arrival date, the booking will be treated as a cancellation and no refund will be given.

The Security Deposit will be refunded to you within 14 days of departure, unless there are any discrepancies, which may take longer.

### Cancellation

In the event that the Hirer decides to cancel the booking, the Hirer must notify the Owners firstly by email, and then followed up in writing.

If the Hirer cancels the booking after the Deposit has been paid, but prior to the final balance becoming due, the Deposit will be forfeit and retained by the Owners as liquidated damages for the Hirer's breach of contract. Once the final balance has been paid, the Hirer will remain liable for the full cost of the booked letting should the Hirer subsequently cancel the booking. The Owners will try to re-let as much of the booked letting as possible. If the Owners are successful in re-letting the Property for the whole of the Hirer's booked letting period, the Owners will refund to the Hirer all monies paid less an administration fee of £150. If the Owners are successful in re-letting the Property for part of the booked letting period, or for less than the full Rental Amount the Owners will refund to the Hirer a sum equal to the money paid for the replacement letting, less an administration fee of £150.

Non-payment of the balance of the Rental Amount and the Security Deposit by the due dates will be deemed to be the Hirer's cancellation of the booking and no refunds will be given.

The Owners strongly recommend that the Hirer takes out the appropriate cancellation insurance.

### Cancellation by the Owner

The Owners reserve the right to cancel the booking or to curtail the letting at any time. In the unlikely event of this happening, the Owners will refund proportionate monies in relation to the booking, however the Owners will not be liable for any losses, costs or expenses incurred by the Hirer in consequence upon the cancellation nor for any damages for breach of contract.

### Occupancy

The property, which includes all outside areas may only be occupied by the Hirer and the declared members of the Hirer's party for the purpose of a holiday. Only the Hirer and those listed on the Booking Form may use the facilities at the property. Camper vans parked on the drive with occupants staying in them, and tents erected in the garden is strictly prohibited. In these circumstances, the rental agreement will be terminated immediately, but the Hirer will remain liable for the whole cost of the letting, plus any expenses incurred by the owner or owner's representative in resolving the matter.

If there are to be any changes in the Hirer's party, these must be agreed with the Owners in advance. When booking all party members must be listed on the Booking Form. We require full names, postal address (if different from the Hirer's) and the dates of birth of the children.

The maximum number of guests (including the Hirer) who may occupy the Property at any one time is 8 or in certain circumstances, the number agreed prior to booking. (Babies aged under 2 are not normally counted in this total). The Owners and/or their representative reserve the right to refuse the entire party entry to the Property or terminate the booking at any time if this condition is not observed, but the Hirer shall remain liable for the whole cost of the letting, plus any expenses incurred by the owner or the owner's representative in resolving the matter.

### **Arrival and Departure**

The letting period will commence at 4pm on the day of arrival and end at 10am on the day of departure. During the low season the Owners may be able to offer an earlier arrival or later departure, subject to availability, however this cannot be guaranteed. (The housekeeper has only a limited time to prepare the Property for the next guests and the Hirer and all members of the Hirer's party are asked to respect this.) A late departure fee of £100 deductible from the Security Deposit will become payable if departure is late.

### **Guests' Obligations and Responsibilities**

The Hirer on behalf of himself/herself and each member of the Hirer's party agrees:-

1. To keep the Property and its fixtures, fittings and contents in the same condition and repair as on arrival and shall notify the Owners or their representative promptly of any damage caused to the Property and/or its contents during the letting period and of any defects or wants of repair of which the Hirer becomes aware.
2. It is the Hirer's responsibility to ensure that on departure the property is fully cleaned & tidy (this includes all the equipment provided, including toddler equipment) and is left in the condition it was on arrival. If any additional cleaning is required, over and above the normal time allocated to clean the property following the Hirer's departure a charge at an hourly rate of £25 will be made and the costs will be deducted from the Security Deposit. In some circumstances where excessive cleaning is required and this incurs a delay for incoming guests, the late departure fee will be charged.
3. That all children and adults requiring care and/or supervision will remain the responsibility of the Hirer and/or member of the Hirer's party at all times.
4. To pay for any damage or loss however caused excluding reasonable wear and tear incurred during the occupation.
5. The Hirer shall be responsible for the reasonable costs and expenses incurred by the Owners in repairing any damage caused to the Property during the period of the Hirer's letting and for the cost of replacing any broken or damaged fixtures, fittings or equipment; the Hirer acknowledges that such work may need to be carried out urgently to make the Property available for the next letting; all costs incurred in carrying out such works will be deducted from the Security Deposit and the Hirer shall be and remain liable for the extra cost of any such works if their cost exceeds the Security Deposit and shall pay such excess to the Owners within seven days after demand.
6. Not to cause and to use all reasonable endeavours to avoid causing nuisance or annoyance to occupants of any nearby property. If in the Owners and/or the Owners' representative's opinion the behaviour of any guest is such as to make their continued occupation of the Property inappropriate, then the Owners may terminate the letting forthwith, but the Hirer shall remain liable for the whole cost of the letting and no refund shall be due.
7. Not exceed the maximum occupancy of 8 or the agreed number discussed prior to booking. (Babies aged under 2 are not normally counted in this total).
8. If, as a result of any breach by the Hirer or any member of the Hirer's party, of the Hirer's obligations hereunder the Property becomes unfit or unavailable for occupation for subsequent lettings, the Hirer will be liable for the loss of all rental income and any other related, costs, expenses and/or losses caused by such breach.

### **Precautions**

The Hirer shall ensure that all members of the Hirer's party take reasonable care in their use of the Property, Garden and/or its contents or equipment recognising the need to be responsible for their own health and safety; in particular the Hirer shall ensure that any children or infants are supervised at all times both inside and within the grounds of the property. Use of the greenhouse and other external buildings are strictly prohibited.

### **Noise**

Please show consideration and respect to neighbours by keeping noise levels down, especially at night.

### **Pets and Smoking**

We regret that neither pets nor smoking are permitted at the Property.

### **Descriptions**

Whilst the Owners make every reasonable effort to ensure the accuracy of any descriptions of the Property, descriptions are, inevitably, subjective and are for guidance only. If there are points of particular importance please contact the Owners to seek clarification before making a booking.

Whilst the Owners have taken all reasonable steps to ensure the accuracy of the information contained in the Owners' brochures, website, tariff, advertisements and any other form of promotional material, the Owners reserve the right to alter, substitute or withdraw any service, facilities or amenity which may previously have been listed.

### **Liability**

The Owners cannot accept responsibility for any loss, damage, additional expense or inconvenience directly or indirectly caused by or arising as a result of any breakdown of any services servicing the property or exceptional weather.

No responsibility is accepted by the Owners and/or their representative for loss or damage of property, vehicles or vehicle contents, belonging to the Hirer or any member of the party during the occupancy.

### **Telephone**

There is a telephone at the property which will receive both incoming and outgoing calls. This is for an emergency only. If guests choose to make use of the telephone calls will be charged for and deducted from the security deposit.

### **Internet Access**

Broadband is available on the BT line at the property, usually through a secured wireless router or either a modem. The Hirer accepts all responsibility for any material, either uploaded or downloaded from the internet for the duration of their stay by either the Hirer or any member of the Hirer's party.

### **Right of access**

You must allow the Owners and/or the Owners' representatives access to the Property at reasonable times, either for inspection, or to carry out any repairs or maintenance or for any other reasonable purpose.

### **Complaints**

In the event that any problem occurs during the letting please contact the Owners or the Owners' representative as soon as is possible and while the Hirer remains at the Property so that the Owners and/or their representative can make every reasonable effort to assist the Hirer and to resolve the issue promptly.

It is specifically agreed that failure by the Hirer to notify the Owners and/or representative reasonably promptly of any complaint will entitle the Owners to refuse to entertain the complaint, irrespective of its merits.

**Waiver**

The failure of the Owners 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.

**Legal Provisions**

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

**Interest**

If any payment due to have been made by the Hirer to the Owners has not been made on its due date for payment or within seven days thereafter the Owners shall be entitled to charge interest on such payment from the date on which it fell due for payment to, but excluding, the actual date of payment at the rate of 4% above the base rate of HSBC Bank plc from time to time.

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

Reference: 2010/30.12