

ACCOMODATION AT 5 St. MARY'S ROAD AND 156 MOUNT WISE, NEWQUAY

Terms And Conditions of Booking (with effect from 1st March 2007)

THE HIRING CONTRACT SHALL BE BETWEEN THE HIRER AND THE OWNER OF THE PROPERTY. THE BOOKING IS MADE IN ACCORDANCE WITH THE FOLLOWING:

THESE CONDITIONS MUST BE STRICTLY ADHERED TO:

1. Bookings made more than eight weeks in advance require a non-refundable deposit equivalent to one third of the full booking charge. The balance is payable eight weeks before occupation plus a £300 damage/breakage deposit (see '3' below).
2. For bookings made eight weeks or less before occupation, we require payment of the full booking charge which is non-refundable. A £300 refundable damage/breakage deposit (see '3' below) must also be paid at the time of booking.
3. A deposit against breakages/losses of £300.00 per property is held and is returnable within 14 days of completion of the holiday minus any telephone usage charged at cost (where applicable) and any loss or damage that may have been incurred. Please ensure the booking name is correct, as the 'deposit against breakages' is returned to the person to whom the booking is made out.
4. We reserve the right to apply a surcharge for additional persons.
5. Premises are fully checked between lettings and any damage to the premises or equipment is fully chargeable to tenants. The liability is not limited to the deposit amount against damage/breakages.
6. Premises must be vacated by 10am on the day of departure and occupied from 3.30pm to allow adequate time for cleaning the premises. Arrivals outside of these times are ONLY ACCEPTED BY PRIOR ARRANGEMENT.
7. The name of each occupant is to be listed on the reverse of the booking form together with the ages of those less than 21 years old and there is to be no alteration to this list without the prior consent of the owner or her agent.
8. No animals or pets are permitted.
9. The accommodation is for holiday use only and no rights to remain in the accommodation exist for the tenant or any person accompanying him/her on holiday.

10. In the event of a property being no longer available, we will endeavour to offer you a suitable alternative or a full refund. We cannot be under any further obligation for any costs associated with any changes.
11. Tenants must do nothing to make void or voidable any policy of insurance, must not cause a nuisance to neighbours and must allow the landlord his servants or agents reasonable access.
12. If due to any occurrence BEYOND THE CONTROL OF THE LANDLORD OR HIS AGENT the accommodation is not available as booked, the landlord will refund the deposit but be under no further liability to the tenant.
13. All accommodation must be kept and left in a clean and tidy state and all furniture returned to the place in which it was found on entry.
14. We reserve the right to withhold part of the damage deposit toward extra cleaning costs where a property has not been left in a reasonable condition or where services provided such as electricity and gas have been abused.
15. Tenants must observe any general rules and regulations applying to the property.
16. Breach of any of these conditions shall entitle the landlord/Agent to resume possession of the property forthwith.
17. We reserve the right to ask for a further £100 per person refundable damage deposit on persons under the age of 21, if deemed necessary.
18. Where car parking is provided, use of this is entirely at the tenants own risk.
19. We reserve the right to refuse any booking.
20. Acceptance of bookings from all male or all female parties, or from groups all less than 18 years of age will depend on individual merits. If we choose to accept bookings which meet either of these criteria, we reserve the right to request a higher damage/breakage deposit per apartment and parents may be required to act as guarantors for under 18's.
21. Complaints/problems should be reported as soon as possible during occupation of the rented property. Any complaints received on departure or when you return home cannot be dealt with, as it should be appreciated that it is not possible to correct or investigate effectively at that time.

22. The owner or owner's agents have no authority to vary the terms and conditions of trading and no telephone or other conversation (a description or opinion) albeit in good faith, shall be held to alter the owner's printed matter.
23. We reserve the right to amend prices/descriptions quoted in the brochure/website due to errors and/or omissions.
24. Whilst every effort has been made to describe the property as fully as possible, we cannot accept responsibility for any changes. We cannot be held responsible for any disappointment caused where a customer has differing expectations to those detailed in the description.
25. We cannot accept liability for events that occur outside our control, such as normal breakdown of domestic appliances, plumbing, wiring and damage resulting from exceptional weather conditions. Once advised of a problem we will take immediate action to try and affect a speedy solution.
26. We accept no liability whatsoever for the loss or damage to any personal belongings kept in the property by the occupants which are damaged, lost or stolen as a result of any circumstance which is either unforeseen or outside of our control. Personal items are the responsibility of the occupants at all times and are left entirely at the owners own risk.

(ADGM 01/03/07)