

No1 The Cleave

Booking Contract, Terms and Conditions

No1 The Cleave booking contract

Your agreement to the Terms and Conditions of the booking occurs when you submit the initial enquiry to www.no1thecleave.co.uk. Bookings are not confirmed until the deposit is paid and received in full to the Owner.

Parties:

This agreement is made between Mr & Mrs Sandy Walker (the “Owners”) who arrange private bookings of No1 The Cleave, Kingsand PL10 1NF (“the property”) and ‘you’ the person making the booking. The “Owners” of No1 The Cleave are responsible for the administration of the booking. When making a private booking of No1 The Cleave through the “Owners” you are entering into a contract with the “Owners” of that property. References to “you” and “your” mean the person or people making the booking and entering into a contract with the “Owners”.

Whereby it is agreed as follows: -

Booked dates: The booking dates are set as per agreement by email between the “owners” and “you” the person making the booking.

Booking Times: The booking is from **5:00 pm on the day of arrival until – 11:00 am on the day of the departure** unless otherwise agreed by email between the “owners” and “you” the person making the booking.

Booking Confirmation: Bookings will be confirmed by email once the deposit is confirmed paid in full to the Owners bank account. Your agreement to the Terms and Conditions of the booking occurs when you submit the initial enquiry on www.no1thecleave.co.uk

Payments:

The deposit of £150 (unless otherwise agreed) is payable at the time of booking and full payment & any pet fees are due within 12 weeks of the start date of your stay. The deposit, except in the event of cancellation, damages or charges we incur to send or receive money overseas, will be refunded by the owners within 10 days of the completion of your stay.

Payment may be made by:

Electronic transfer to Mr & Mrs S Walker’s Bank Account (Details will be confirmed in the booking confirmation email sent from the “owners” to “you” the person making the booking.

Any charges raised against the “Owners” by its bank for handling any form of payment, or charges for dishonoured cheques, or charges for overseas transfers, will be passed onto “you” the person making the booking and you are liable to reimburse the “Owner” within 7 days of notification of same.

Amendments: Alterations to confirmed bookings will be subject to a £50 administration charge.

Cancellation: Once confirmation of your booking has been received by email, the deposit and submission of the online acceptance of the contracts are due within 48 hours from the confirmation date. The deposit

and full rental payment minus the admin fee of £50 will be refunded if we can re let the property otherwise the full rental amount is due. We do not refund rental payment due to disinclination to travel.

Arrival & Departure Times: Bookings commence at 5:00pm, unless otherwise notified, on the first day of your holiday and end at 11:00am on the day of departure.

Pets: Well behaved pets to a maximum of 2 are welcomed at “No1 The Cleave.” No puppies or dogs under 2 years are allowed (A fee of £70 is charged per pet). Please notify owner by email if you will be bringing pets, their age, confirm they are house trained and won’t be left alone in the house for more than 3 hours. Dogs must be well behaved and kept under control at all times, they are strictly not allowed upstairs. Any excess cleaning over and above the additional fee e.g. clearing the garden of dog waste will be invoiced to you by the “Owners” or the “Cleaning Company” on or as soon after departure as possible, as per “Condition of Property / Inventory” below. Please notify the cleaning contacts of any pet accidents on your departure.

Linen: Bed Linen and bathroom towels are included in the rental and will be made up on arrival. Please do not take towels from the property to the beach.

If guests use or are wearing any tanning products, hair dye or any product and subsequently linen or towels are found to have been stained you will be charged for replacement, this is strictly enforced due to the volume of items having to be replaced.

Fuel costs: All electricity costs are included in the booking price. It does **not** include wood, kindling or firelighters for the log burner.

Internet Usage: The Internet/wifi service is provided free of charge as a convenience. You may not do anything which is contrary to the acceptable use policies and Internet standards. You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any illegal or criminal activity. You may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.

Smoking: No1 The Cleave is a non-smoking property, smoking may occur outside the property away from the closed door, all cigarettes must be binned safely.

Parking: There is room for a car to park outside the property for loading and unloading your car. Skinner’s car park is approx 150 meters from No1 the Cleave. No parking is available at the property.

Condition of Property / Inventory: Before you arrive the property will have been cleaned and the inventory checked. Discrepancies and any damage found should be reported within 24 hours of arrival to the cleaning company and emailed to the ‘owners’. The inventory will otherwise be deemed to be correct. Losses, damage or any cleaning necessary over and above normal servicing, will be invoiced to you on or as soon after departure as possible. By accepting these Terms and Conditions you allow us to obtain payment from you to correct the damage made.

Website/Listing Descriptions: The “Owner” reserves the right to amend descriptions and prices quoted on the website www.no1thecleave.co.uk and other sites used to market the property. Photographs of the interiors of properties are representative only and interiors may vary. Changes to external premises or facilities described on the website or changes to the availability of the property are outside of our control and cannot be relied upon absolutely. The “Owners” takes no responsibility for noise or nuisance resulting

from third party activity over which they have no control. You are responsible for ensuring the property is suitable for your needs prior to booking. The “Owners” aim to ensure that the information provided is correctly conveyed in brochures and promotional material, and that the information supplied in relation to the property or its facilities are accurate. However, the “Owners” cannot accept responsibility for any inaccurate or misleading information about the property and its facilities except in the case of negligence. The “Owners” will however use best endeavours to notify you of any changes or variations to information provided to you in relation to a booking in the event that the “Owners” become aware of the change or variation.

Character Properties: As No1 The Cleave is an older property it can be subject to damp, paint flaking off, spiders, cobwebs, insects etc even after the property has been cleaned. No guarantee can be offered against such eventualities nor any liability accepted.

Damage to Property, Breakages:

Guests must advise the owner by email to no1thecleave@hotmail.com of any breakages or damage caused howsoever, failure to do so will result in deductions being made from the deposit to cover such breakages.

Damage to Property: You are liable for the full cost of any damage caused to or within the property during the letting. By accepting these Terms and Conditions you agree to us taking payment for any damages from you to the value of £10,000. You acknowledge that this does not limit your liability for damages in excess of this amount. The cost of any damage will be invoiced to you on or as soon after departure as possible by the “Owners” or the “Cleaning Company”.

The Letting: The Letting confers upon you the right to occupy for a holiday within the meaning of schedule 1, Paragraph 9 of the Housing Act 1988. You agree: (a) to pay for any losses or damage to the property however caused (reasonable wear and tear accepted). (b) To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. (c) To permit the “Owners”, the “Cleaning Company” reasonable access to the property. (d) Not to part with possession of the property or share it except with members of the party as shown on the booking form. In no circumstances may the number of people exceed the stipulated description. A cot may only be occupied by a child aged 24 months or less. (e) Not to cause an annoyance or become a nuisance to occupants of adjoining premises. (f) Not to use the property for any commercial purposes. In the event of breach of these Terms and Conditions you may be required to leave the property during the period of the booking without compensation. Tenants agree that where use is deemed as unreasonable by the “Owners” or the “Cleaning Company”, this will be invoiced to you on departure as per “Damage to Property” above.

Size & Party: Unless expressly agreed in advance by the “Owners”, no group bookings (four or more adult party members) are accepted where all party members are under 30 years of age. Unless expressly agreed in advance by the “Owners”, no group bookings are accepted where all members are of the same sex, unless the group consists of members of the same family across a number of generations. The “Owners” and the “Cleaning Company” reserve the right to refuse access to the property without compensation where no agreement has been given in advance. Your right to occupy the property may be forfeited without compensation, or an additional charged levied, if: (a) more people or guests than specified on the Booking Form and/or the number the Property holds, attempt to take up occupation; (b) Overnight guests are entertained without the “Owners” express permission; (c) Any activity is undertaken which may cause

unreasonable damage, noise or disturbance. The owner reserves the right to decline accommodation and to order any unauthorised person off the premises.

Liability: The “Owners” do not accept liability for any act, neglect or default on their part or any other person not within their employment, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property, which the Tenants or anyone connected with the letting may incur. The “Owners” reserve the right to provide alternative accommodation/s or cancel owing to unforeseen circumstances beyond our control. If for any reason beyond the “Owners” control the property is not available on the date booked (owing to fire damage for example) or the “Owners” deems the property as unsuitable for holiday letting, all rent and charges paid in advance by the Tenants will be refunded in full, and you shall have no further claim against the “Owners”. Such rents and charges shall only be refunded if alternative accommodation is not provided. Disclaimer: No1 The Cleave is used at your own risk. Special care must be taken by you and members of your party if you are using any of the items within the property or in the garden. Special note should be made if you use any items whilst on holiday. Parents should ensure that their children are supervised in such areas at all times.

Authority to Sign: The person making the booking certifies that he or she is authorised to agree the Terms and Conditions on behalf of all persons included in the party, including those substituted or included at a later date. He or she agrees to take responsibility for the party occupying the property.

Governing Law & Jurisdiction: The validity, construction and performance of this Agreement shall be governed by English Law. The Tenants submit to the exclusive jurisdiction of the English courts.

Complaints: All complaints must be notified to the “Owners” via no1thecleave@hotmail.com immediately to ensure sufficient time is given to investigate and/or take the necessary remedial action. No complaints will be entertained at the end of the hiring period or after the hirer has departed.

Compensation will not be offered where you have denied the “Owners” the opportunity to rectify matters during the holiday.

WE STRONGLY RECOMMEND THAT YOU TAKE OUT YOUR OWN HOLIDAY INSURANCE.

Date: 2021

You should read this document carefully and thoroughly, once accepted this agreement will be legally binding and may be enforced in court.