

A Stone's Throw

Quality Self-Catering Accommodation in Perranporth



3 Droskyn Apartments, Cliff Road, Perranporth, TR6 0DR
www.astonesthrow.org.uk 07901 691 438

Booking Conditions

1 - DEFINITIONS

In these conditions:

The 'Owner' means Paul & Hannah Cowan. 'The Client' means the person making the booking and, where appropriate, includes the members of his party. 'The Property' and 'The Accommodation' means, A Stone's Throw, 3 Droskyn Apartments, let to the Client.

2 - BOOKINGS

(i) Bookings will only be accepted on receipt of the properly completed booking form and a deposit of £100.00 per week booked.

(ii) Up till that time it will be deemed a provisional booking and provisional bookings are normally held for a maximum of 7 working days.

(iii) Bookings made within eight weeks of the start of the holiday must be accompanied by the full amount payable in respect of the booking (plus the Security Deposit).

(iv) The Owner reserves the right to refuse any booking.

(v) Adherence to the arrival and departure times forms part of the agreement. Arrival time is on or after 4pm on the first day of the holiday and departure is on or before 10am on the last day of the holiday.

(vi) The Client is authorised by all adult members of this party to sign the booking form on behalf of them all so that they shall be subject to these Conditions. The Client accepts responsibility for all damage to the Property or any of its contents or the loss of any of the contents during the letting to him caused by any member of his party or any person entering the Property with the consent of the Client or any member of his party apart from the Owner or any person authorised by the owner.

(vii) There will be a fee of £20 for any transferred booking, and bookings may not be transferred within one month of the clients holiday start date, or from one calendar year to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

3 - PAYMENT OF BALANCE

(i) The date on which the balance is payable will be sent out in the booking confirmation but, in any event, must be paid not later than 8 weeks before the holiday is due to commence ('the due date').

(ii) The deposit will be accepted in part payment of the total payable in respect of the booking. If the balance of the total payable is not paid in full by the due date, the Owner shall be entitled to cancel the booking without notice to the Client and without incurring any liability to the Client in respect of any loss or damage following such cancellation. The cancellation will be deemed to have been made by the Client and the provisions of Clause 4 shall apply in such case.

4 - CANCELLATION

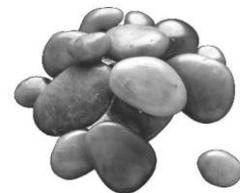
(i) Cancellation of the booking by the Client will result in loss of deposit. Cancellations during the eight weeks prior to the start of your holiday will result in the loss of the total booking fee. If the Owner is able to re-let the accommodation for the full, relevant period the Owner will refund the Client the full amount minus a £50 administration fee.

(ii) Whilst all bookings are accepted in good faith, in the unlikely event of an occurrence making it necessary for the Owner to cancel the booking, liability shall be limited to monies paid by the client in respect of the booking.

(iii) We recommend that you take out a holiday cancellation insurance.

5 - SECURITY DEPOSIT

A Security Deposit is payable to the Owner and held to cover losses, damage and additional cleaning charges if the property is left in an unsatisfactory condition. This deposit, less any charges will normally be refunded within fourteen days of the end of the tenancy except in those cases where an estimate has to be obtained for the cost of repairs or replacement. The client is liable for the full amount of any damage and the Client's liability is not limited to the amount of the Security Deposit.



6 - THE TENANCY

- (i) The Property will be available to the Client and members of his party only and shall be used solely for the purpose of a holiday within the meaning of Section 9 of The Rent Act, 1977*
- (ii) The agreement is for the holiday period and is not intended to create the relationship of landlord and tenant between the client and the Owner. The client shall not be entitled to a tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the agreement.*
- (iii) In no circumstance may the period booked be exceeded, unless prior written permission has been given by the Owner. The Client will be liable for all additional charges in respect of such extension.*
- (iv) The total number of persons shall not exceed the number stated on the booking form unless notified to the Owner in writing before the commencement of the holiday and in any event shall not exceed six in total.*
- (v) The Owner reserves the right to evict the client and his or her party (without compensation being payable to the client or any member of his or her party) if this is deemed necessary by the Owner. For example, should complaints be made of anti social behaviour or unreasonable breakages or damage occurs or rules relating to smoking or pets are not observed or the accommodation is be otherwise misused or there is a material breach by the client of the booking conditions.*

7 - GENERAL

- (i) The Client must comply with the instructions found in the welcome pack.*
- (ii) The Client will be issued with a set of keys to the accommodation on the first day of the holiday period and the client must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.*
- (iii) The Client undertakes to keep the Property and furniture, fixtures, fittings and effects in or at the Property in the same state of repair and condition as at the commencement of the holiday (reasonable wear and tear excepted), and to leave the Property in a clean and tidy condition at the end of the holiday. Any significant cost to the Owner of replacement or making good will be deducted from the Security Deposit. The client must notify the owner of any breakages or damage.*
- (iv) The inventory displayed in the Property will be deemed to describe the contents of the Property correctly unless discrepancies are reported to the Owner within 24 hours of arrival.*
- (v) The holiday price will include all charges for water and electricity (there is no gas at the property).*
- (vi) The Owner reserves the right to enter the Property at all reasonable times, with or without workmen, for the purpose of inspection or to carry out any cleaning, repair or maintenance to the Property or equipment.*
- (vii) We are sorry but pets are not allowed under any circumstances.*
- (viii) It is not permissible to store bicycles inside the property.*
- (ix) In spite of the care and precautions taken it is possible that clients could have grounds for complaint about the property. Any complaints must be taken up immediately with the Owner. In no circumstances will compensation be made for complaints raised after the holiday has ended.*
- (x) The client shall not cause, or allow to be caused any nuisance or annoyance to any occupant of any neighbouring premises.*
- (xi) The client and his or her party must not do anything or permit anything to be done that would or may result in the insurance of the accommodation becoming void or voidable or the premium on it being increased.*
- (xii) The Owner cannot be held responsible for loss or damage to any belongings, or for injury sustained by the client or members of his or her party during their stay at the property. The Owner excludes liability for loss or damage to any belongings, or for death or injury sustained to the client or members of his or her party during their stay at the accommodation except to the extent that such injury or damage to any belongings is caused by the negligence or wilful default of the Owner or where such exclusion or limitation of liability is prohibited by law.*
- (xiii) The client shall be liable for and indemnify the Owner against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by the Owner arising from the client's use or occupation of the Accommodation which arise from any breach by the client of his or her obligations under the agreement or from any negligence or wilful default of the client and /or the client's party.*
- (xiv) This contract shall be deemed to have been made subject to English Law and the jurisdiction of the English Courts.*