

TERMS AND CONDITIONS 2010

“SANDRIFT” **39 HIGHER TRISTRAM** **POLZEATH, WADEBRIDGE** **NORTH CORNWALL PL27 6TF**

1. THE CONTRACT

The contract entered into is between Mrs H J Boden (the owner) of High Street Farm, Boxford, Newbury, Berkshire, and the person completing and signing the Booking Form (the hirer). The contract is not effective until the required payment has been received and confirmation sent from the owner to the hirer.

2. BOOKING

Bookings cannot be accepted by:

- a. Persons under the age of 25
 - b. Parties where the majority of members are less than 25 years (except families or supervised groups).
- 2.1 The number of persons occupying the property must not exceed the number stated on the booking form Maximum 8 people. (Babies under two are not normally counted as a member of the party). All persons occupying the property must be declared on the booking form together with their respective ages. Any changes to the booking form must be put in writing to the hirer before they can have the keys to the property.
 - 2.2 The person who signs the booking form (the hirer) will be responsible for all the persons included on the form and should ensure that they are aware of the conditions.
 - 2.3 The Owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

3. RESERVATION

- 3.1 Provisional reservations can be accepted by telephone or email and must be confirmed within 7 days by the arrival of a booking form and the required deposit.
- 3.2 Provisional reservations will be cancelled after 7 days without further reference.
- 3.3 To secure a reservation the hirer must complete all parts of the booking form and send the form together with 40% of the total cost of the holiday. The balance of the cost 6 weeks before the holiday is due to start.
- 3.4 If the balance is not received within the time specified the Owner reserves the right to cancel the booking and retain the deposit.
- 3.5 Bookings made within 6 weeks of the start of the holiday require payment in full at the time of booking.
- 3.6 Payment for overseas bookings can be made by cheque drawn on a London Bank payable in Sterling.

4. CANCELLATION

- 4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.
- 4.2 In the event of cancellation by the Hirer the Owner will endeavour to re-let the property, and if successful may refund any monies paid less the deposit, which is non-returnable.

5. DAMAGE, LOSS AND NUISANCE

- 5.1 The Hirer agrees:
 - a. That the supervision of children, babies and any adults requiring care remains the responsibility of the Hirer at all times.
 - b. To be responsible for leaving the accommodation in good order and to pay the £30 cleaning charge at the end of the stay.
 - c. To pay for any damage or loss however caused, excluding reasonable wear and tear, incurred during the occupation.
 - d. Not to cause nuisance or annoyance to occupants of nearby property.
 - e. To allow reasonable access to the property by the Owner or Agent if it is deemed necessary.
- 5.2 If in the opinion of the Owner or Agent, any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be discharged and the Agent or Owner may repossess the property immediately. The Hirer will remain liable for the whole cost of the hire and no refund shall be due.

6. OCCUPANCY

6.1 Occupancy shall be from (4.00 p.m.) on the day of arrival to (10.00 a.m.) on the day of departure, unless special arrangements have been made (the caretakers only have a limited time to prepare the property for the next guests, and you are asked to respect this).

7. DOGS AND PETS

7.1 Dogs and Pets are not allowed in the property. If the Hirer takes a dog into the property the Owner or Agent is entitled to terminate the letting immediately and the Hirer remains liable for the cost of the holiday without entitlement to any refund.

8. DESCRIPTIONS

- 8.1 Whilst the Agent makes every effort to ensure the accuracy of the property descriptions, descriptions are inevitably subjective and are for guidance only. If there are points of particular importance please contact the Owners to clarify information.
- 8.2 Whilst the Owner has taken all reasonable steps to ensure that the information contained in its brochure, tariffs and advertisements and any

other form of promotional material are accurate the Owner reserves the right to alter, substitute or withdraw any service, facility or amenity.

9. LIABILITY

- 9.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property and its, plumbing, gas, electrical or otherwise, or exceptional weather conditions.
- 9.2 No responsibility is accepted for loss or damage of property vehicles or vehicle contents belonging to the Hirer or any member of the party during the occupancy.
- 9.3 If due to reasons beyond the control of the Owner, the accommodation is not available whatsoever, the Owner will refund the deposit, and the Owner will be under no further liability towards the Hirer.

10. COMPLAINTS

- 10.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner or Caretaker immediately and in any event before departure to allow remedial action to be taken.
- 10.2 It is specifically agreed that failure by the Hirer to notify the Owner or Caretaker of any complaint in accordance with the timescale set out in clause 10.1 will entitle the Owner to refuse to entertain the complaint, irrespective of its merits.

11. WAIVER

11.1 The failure of the Owner 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.

12. LEGAL PROVISIONS

- 12.1 The law of England governs the construction, and performance of this Agreement and the parties submit to the jurisdiction of the English Courts.
- 12.2 The Hirer agrees that the contract with the Owner is made at the Owners premises and that any proceedings between the parties shall be the County Court nearest to the Owner.
- 12.3 Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.

13. SMOKING

Smoking is NOT allowed within the confines of the house