

# Booking Conditions and Cancellation

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Reservations of all accommodation whether made by telephone, in person, in writing or from the internet are accepted on the following conditions.

**1. CONTRACT OF HIRE** The hiring contract will be between you the Hirer and the Owner of the property for which the booking is made and shall be deemed to be made subject to these Conditions of Hire and governed by English Law. The Contract of Hire is not effective until despatch to the Hirer written confirmation of the booking. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 18 years of age.

**2. INITIAL PAYMENT** Bookings will be confirmed upon receipt of the required deposit payment of 25% of the total holiday cost, comprising apartment rental and any additional charges. If the booking is made within eight weeks of the holiday commencement date, the full accommodation rental will be required at the time of booking.

**3. BALANCE PAYMENT** The Balance of the Hire will be due for payment eight weeks before the holiday commencement date. On receipt of the Balance Payment, advice of key collection arrangements and directions to the property will be sent to the Hirer. The Owner reserves the right to cancel a holiday where full payment has not been received less than 28 days before the holiday commencement date. The deposit paid on the booking is non-returnable.

**4. METHOD OF PAYMENT** Deposit will automatically be asked for via the website when booking. An invoice for the balance will be sent out eight weeks before your stay.

**5. CONFIRMATION OF BOOKING** Once the owner has issued a Confirmation of Booking, the Hirer is responsible for the total published price of the property and extras as shown on the confirmation.

## 6. CANCELLATION

- Any Cancellation must be advised by the Hirer in writing. If advised more than 8 weeks prior to the first day of the holiday, we will attempt to re-let and if successful refund the amount achieved minus the administration fee of £60. If unsuccessful then the full deposit amount is forfeit.
- If less than 8 weeks prior to the first day of the holiday the balance of the rent is not received, we will assume cancellation and the deposit amount will be forfeit.
- If cancellation occurs within 8 weeks prior to the first day of the holiday, we will attempt to re let and if successful will refund the rent received less £60. If unsuccessful the full amount is forfeit.
- Rental charge does not include cancellation protection. Please make your own arrangements.
- When going abroad, it is usual to arrange travel insurance. However, when holidaying in the UK some people overlook cancellation insurance, leaving themselves potentially vulnerable to unexpected and sometimes significant costs.

## 7. AVAILABILITY AND FORCE MAJEURE

The Contract of Hire is made on the understanding that the Property will be available for the dates stated. In the unlikely event that the Property is not available during the period of the Booking as a result of a Force Majeure Event, circumstances beyond the owners control or if the Hirer cannot legally travel to the Property as a result of a Force Majeure Event, then either (i) the Owner may

be forced to cancel the Booking and you will be advised as early as possible or (ii) you must write to the owner as soon as possible to inform them as to the Force Majeure Event and its effects on your ability to legally travel to the Property. Whether an event is considered Force Majeure is at the exclusive discretion of the Owners.

In the event of such a cancellation, or in the unlikely event that the Owner is forced to cancel the Booking due to circumstances or events outside their reasonable control, the Hirer will have the choice of the following options:

- to transfer the Booking to a later date, subject to availability - the Hirer will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower
- to obtain a refund of the amount already paid for the Booking

The Hirer will have to contact the owner in order to access these options.

The Hirer will not as a result have any further claims against the Owner.

(A Force Majeure Event: means (i) any event or circumstance not within a party's reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic (if so categorized by a national or international health organisation), terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any legally enforceable action taken by a government or public authority, which affects (directly or indirectly) the ability of the relevant party to perform a contractual obligation, collapse of buildings, fire, explosion or accident, or any labour or trade dispute, strikes, industrial action or lockouts and (ii) any binding legislation or law passed by the UK government or a UK public authority as a consequence of any of the events listed in (i).)

**8. AMENITIES** The use of accommodation and amenities, where offered, is entirely at the users' risk, and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings.

**9. PARTY NUMBERS** In no circumstances may more than the maximum number of persons as stated on the website occupy the property. Owners reserve the right to refuse admittance if this condition is not observed. Only those listed on the booking may occupy the premises. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes.

The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. The Owner reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

**10. YOUR RESPONSIBILITIES** For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. At no time should a pet be left alone unsupervised at the property. The property must be vacated by the stated time on the day of departure.

**11. DAMAGE** All damages and breakages are the legal responsibility of you, the Hirer, and should be notified to the Owner or keyholder before the end of your holiday. The cost of damage or breakages shall be payable on demand, minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, the Owner reserve the right to charge you for any additional costs incurred as a consequence and may, at their discretion, refuse further bookings.

Should you find on arrival any damaged or non-working items, they must be reported to the Owner or keyholder immediately, so that matters can be rectified. The Owner has the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). Any Damages/Security Deposits charged by the Owner and administered by the Owner themselves will be cashed on receipt. The Owner reserves the right to repossess the Holiday Home at any time, where you or any member of your party has caused damage. The Owner shall not be liable to make a refund of any remaining portion of the hire terms paid.

**12. IF YOU DEVELOPE COVID 19 SYMPTOMS** If you begin to display signs of Covid-19 whilst staying in the property, you should inform us immediately and do a test. Visit the NHS website for instructions on what to do, or alternatively called 111. Please self-isolate whilst you are waiting for the results.

Our telephone number is 07874880571 and email address is porthsands.penthouse@gmail.com

If the results return as positive and a member of your party is confirmed to have Covid-19, you should return home immediately to self-isolate using your own private transport if this is reasonably possible. You also need to show us a copy of your results.

If for any reason making the journey home is not possible and you have to self-isolate in the property, you will be liable to cover the cost of any bookings that have to be cancelled as a result.

We will require you to provide us with the names, telephone numbers and email addresses of everyone in your party so that we can pass this onto the NHS if required as part of their 'test and trace' programme. This information will not be used for any other purpose. Please provide this to us along with notification that you or a member of your party is displaying symptoms.

If anyone in your party has breathing difficulties or their life is potentially at risk, please seek emergency help immediately by calling 999

# Essential Property Information

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**ARRIVAL AND DEPARTURE** Due to Covid19 our arrival and departure times are currently 3pm on the day that your holiday commences and should be vacated no later than 9.30am on the day of your departure. We do however reserve the right to change these times in response to government guidelines due to Covid19. You will be given instructions as to key collection and we ask that you read and follow these instructions carefully to ensure there are no entry issues on arrival at your property.

**SHORT BREAKS** We offer short breaks throughout the year of between 3 and 6 nights except between 1<sup>st</sup> June and 17<sup>th</sup> September and Christmas week.

**LINEN** All linen, towels and tea towels are included. Please bring your own beach towels.

**TRAVEL COT/HIGH CHAIR** A cot or high chair are not provided.

**ELECTRICITY AND HEATING** Electricity and heating are included in the rental cost.

**CLEANING** The apartment is cleaned thoroughly between holidays. We would ask that you please leave the property and its contents in a clean and tidy condition and remove any rubbish on departure.

**PARKING** There is a nominated space for one car.

**PETS** Unfortunately the building does not allow any pets.

**ALTERATIONS TO BOOKINGS** We cannot accept a change once we have received your deposit payment. It may be possible to change your holiday week providing you advise us not less than eight weeks prior to your original holiday start date. This is not always possible, although if we are able to rearrange this for you we will. No change of dates is operative until we receive written confirmation and the alteration fee.

**EXTRA PERSONS** In no circumstances may more than the maximum numbers of persons indicated occupy the property. In addition, caravans, camper vans and tents may not be parked or erected at the property without the owner's consent.

**LOST PROPERTY** Please take all your belongings with you. If, when you arrive home, you notice something missing; please let us know as soon as possible. We are happy to return items to you at cost with a minimum charge of £5 but, please note, items not claimed within 28 days will be disposed of.

**FURTHER INFORMATION** When you arrive at the apartment you will find an information folder, in this you will find lots of information to help you get the most out of your holiday at the apartment, please take time to have a look through it.