

## **TERMS AND CONDITIONS**

Please ensure you read carefully and fully understand these booking terms and conditions. If anything is unclear, please contact us so we can explain in further detail to avoid any misunderstandings.

Bookings are subject to the following terms and conditions:

### **1. Formation of contract**

- 1.1 A contract between you (the lead guest) and the property owners will come into existence when the deposit or full payment is received and a booking confirmation is issued showing the confirmed holiday date.
- 1.2 The contract binds you and all the members of the party who are part of the booking. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms and conditions. Failure to disclose all relevant information or to comply with these terms may lead to termination of the contract and loss of the booking.
- 1.3 We as the property owners have the right to terminate the contract if these booking terms and conditions are ignored or not complied with to the detriment of the property, the property owners, any employees or to neighbours of the property and local residents. We reserve the right to terminate the booking with immediate effect and without a refund if any of these terms and conditions are not adhered to.
- 1.4 We reserve the right to vary these terms and conditions from time to time.

### **2. Booking and Payment Methods**

- 2.1 All bookings can be secured by either making payment of a deposit (30% of the total cost of the booking) or by making full payment at the time of the booking.
- 2.2 For bookings made less than 8 weeks before your arrival date, payment must be made in full at the time of the booking. If a deposit is paid at the time of booking, payment of any balance must be received 8 weeks prior to the stay.
- 2.3 Payment can be made securely online by card or by bank transfer. The deposit/full payment must be paid at the time of the booking if paying by card, or within 3 working days of the booking being placed if paying by bank transfer. If payment is not received within this time, the booking will be cancelled and the holiday dates released.
- 2.4 We will send a reminder when payment of the balance is due. If the balance is not received by the due date, then your holiday will be treated as a cancellation.

### **3. Pricing and Special Offers**

- 3.1 We reserve the right to vary the prices shown on our website at any time and so to adjust these up or down. However, once a holiday is booked and a booking confirmation has been issued to you, the price of the booking will not be changed unless the booking is changed or rescheduled.
- 3.2 Special offers or discount codes cannot be used together and only one special offer or discount code can be applied to any booking.

- 3.3 Special offers will only apply to new bookings made during the offer period and any discounts cannot be applied retrospectively to bookings made prior to the offer period.
- 3.4 If a booking date is changed or rescheduled by agreement with us, it will not be possible to obtain any discount available for new bookings for the revised dates.

#### 4. Your Obligations

- 4.1 You must not use the property except for the purpose of a holiday.
- 4.2 You must take good care of the property and its contents, keeping it clean and tidy and leaving it in the same condition as it was in on your arrival.
- 4.3 You are requested to wipe up any spills, to wash, dry and put away all pots and utensils and to take out all rubbish and foodstuffs when you vacate. The owners reserve the right to make a charge to cover additional cleaning costs if guests leave the property in an unacceptable condition.
- 4.4 Please dispose of all rubbish thoughtfully and according to our instructions. In particular, please take care to ensure all domestic and recycling waste is placed in the correct communal bins to the rear of the apartments. There are detailed instructions for the disposal of waste above the kitchen bin.
- 4.5 Please do not take any of the indoor furniture, furnishings or bedlinen outside and please replace any smaller items if you move them. All inventory must remain in the property and not be taken to another property. Please do not take any bath towels with you to the beach.
- 4.6 You are reminded that smoking is not allowed in the property, including on the balcony. In addition, we must insist that you do not light candles in the property at all, for any occasion. Pets, vaping or smoking anywhere inside the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused will be charged to you.
- 4.7 Please lock the doors and close the windows when you leave the property unoccupied.
- 4.8 Mobility scooters cannot be stored inside the property or any common area of the apartment building due to fire regulations.
- 4.9 Please note that if any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
- 4.10 The owners shall not be liable to you or your holiday party for loss or damage to property, however arising.
- 4.11 The maximum number of persons occupying the property must not exceed 4 persons (plus any infants in cots and the use of any folding bed for an additional child as agreed in advance). Please be advised that no extra overnight visitors are allowed to stay at the property.
- 4.12 You may under no circumstances re-let or sublet the property.
- 4.13 You are responsible for the supervision of all members of your party under the age of 18 at all times. Bookings cannot be accepted from persons under 18 years of age.

4.14 The owners reserve the right to refuse a booking without giving any reason.

## 5. Arrival and Departure

5.1 The property will be available for you from 4:00pm on the date of your arrival. Unless we have made prior arrangements with you for an earlier arrival time, we kindly ask you not to enter the property before 4:00pm and until our housekeeping team have completed their work. This ensures the property is prepared to the highest standard for your stay.

5.2 The property must be vacated by no later than 10:30am on the day of your departure, to give our housekeeping team sufficient time to prepare for the arrival of our next guests. When leaving, after locking up, please place the door key back in the key safe, close the front of the key safe and scramble the numbers.

5.3 Should you leave earlier than your planned departure date, it would be much appreciated if you could let us know.

5.4 Failure to depart by the departure time may result in an additional charge.

## 6. Cancellations

6.1 If you have to cancel and/or wish to reschedule your holiday, you must email us to let us know as soon as possible. All cancellations must be notified in writing and, once received, we will confirm the cancellation.

6.2 We will do our best to work with you to reschedule your holiday for another date wherever possible if that is what you would like to do. Please note that if the holiday is rescheduled to dates of a higher price, you will need to pay the difference in price. If we are not able to or you do not wish to reschedule your holiday, we will do our best to secure a replacement booking for those dates.

6.3 If we are successful in securing a replacement booking for the same dates and at the same price as the original booking, we will refund the total amount paid by you to date less £50.00 to cover our administration and re-marketing costs. If we are only able to re-let the property for part of your holiday period or there is a difference in price between your original and the replacement booking such as us having to give a discount to sell it, any difference in price between your original and the replacement booking will not be refunded.

6.4 If we are unable to secure a replacement booking, all monies paid by you at the time of cancellation cannot be refunded.

6.5 Very occasionally, circumstances beyond our control will render the property unfit for letting at the time of your holiday. Should this occur, we have the right to cancel your booking. If your booking is cancelled due to circumstances beyond our control, notification will be given of the cancellation as soon as possible and we will promptly refund all payments made to us to date for your holiday. Our liability for cancellation will be limited to payments made to us.

6.6 If our property must close due to government restrictions or your address is put into local/regional lockdown for your holiday dates and you are unable to travel, you will be refunded in full.

## 7. Holiday Cancellation and Travel Insurance

- 7.1 You are strongly advised to take out comprehensive travel insurance to cover any cancellations and protect you against any losses. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.
- 7.2 Please consider that illness, injury or any number of other circumstances could prevent you from taking your holiday and we cannot refund any amounts other than as specified in clause 6 above.

## 8. Repairs and Maintenance

- 8.1 We or our representatives reserve the right to enter the property at any time to undertake essential repairs and/or maintenance, for inspection purposes or in the case of emergencies.
- 8.2 Faults do occur from time to time. Please be patient and understand that we cannot guarantee against them but will always do our best to resolve these.

## 9. Lost Property

- 9.1 We reserve the right to dispose of any property left in the cottage within 2 weeks of your departure.
- 9.2 If you require us to return any items, a minimum of £10.00 plus actual postage costs will be charged to cover postage, packaging and our own time costs in returning the goods. The amount charged will depend upon the weight and type of delivery required and will be subject to postal rates applicable at the time.

## 10. Damages and Breakages

- 10.1 Please treat the accommodation and facilities with due care so that other guests may continue to enjoy them. If you notice something is missing or damaged in your accommodation, please let us know immediately so that we can take the appropriate action. If there has been any damage or breakages during your stay, we would be grateful if you could report them promptly, especially before check-out.
- 10.2 You are liable to the owners for any damage incurred to the property and/or its contents by you or any member of your party during your stay. The accommodation will be inspected at the end of the holiday and you may be charged for any loss, damage or extra cleaning costs. These are to be paid for in full within 7 days of notification.
- 10.3 If damage occurs and the owners must cancel and/or refund subsequent bookings for other guests, the owners may bring a claim against you for any loss arising as a result.

## 11. Parking

- 11.1 Please park your vehicle in the designated parking space for the apartment (space 'F' to the front of the apartments) only, ensuring your car does not block access to other parking spaces or properties. Parking is limited to one vehicle.
- 11.2 Please be aware that parking spaces are individually allocated for each apartment and it is important that you only use this space.

## 12. Consideration and Neighbours

- 12.1 Please respect the local community and other residents within the apartment block and within the local area and try to keep noise levels to a minimum, especially between 11:00pm and 8:00am.
- 12.2 We reserve the right to terminate your rental agreement with immediate effect where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others. You will be asked to leave the property, without any refund of the booking amount paid.

## 13. Liability

- 13.1 Our liability to you shall be limited to the price paid by you for booking the property.
- 13.2 Neither the property owners nor their representatives are liable for any loss, damage, expense, injury or death caused during your stay unless negligence by any of the above parties is proven. Nothing in this clause excludes our liability for death or personal injury caused by our negligence.
- 13.3 Your personal belonging and vehicles together with their contents are left at the property or any parking facility provided by us entirely at your own risk.

## 14. Problems and Complaints

- 14.1 We are happy to help in any way we can to ensure your stay is an enjoyable one. Please do not hesitate to contact us as it is our priority to resolve any issues you may encounter. We would rather answer your questions or help you work out how to use something, than leave you unhappy or thinking something does not work. You should find the apartment is well equipped but if you cannot find something you might expect, please do let us know.
- 14.2 If you have a problem or need help, please text or email in the first instance and we will reply as soon as we are can. If it is urgent, please call and leave a message.
- 14.3 If you have a cause for complaint about your stay, please call us in the first instance to let us know and we will do our best to resolve the matter and achieve a satisfactory solution. In any event, you should formally register your complaint at the time. On your return from holiday, you should write to us within 14 days of your return detailing your complaint. We cannot consider any complaints where you have not complied with the above conditions.

15. Wi-Fi Access

- 15.1 The apartment has free unlimited Wi-Fi access and by entering into this agreement the guest agrees to reasonable and lawful usage.
- 15.2 Any failure of the Wi-Fi in the property resulting from a fault with the internet service provider cannot be considered as a cause for complaint by you. As such, Wi-Fi provision is not considered to be guaranteed, nor its failure a basis for you leaving early and/or requesting any form of compensation. You will need to use your own telephone based mobile services if this occurs.

16. General

- 16.1 The contract between the parties is subject to English law.
- 16.2 If a court says that part of this contract is not enforceable in law the rest of the contract shall still be enforceable.
- 16.3 Unless otherwise agreed by us, you cannot transfer your rights under these terms to someone else.