

## **Park View Holiday Cottage Terms and Conditions**

### **General**

This is a legally binding contract between the property owners, Chris and Amanda Barkess and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Park View, 6 Finley Court, Sewerby, Bridlington, YO15 1EG

### **Bookings**

We are happy to take booking via telephone Chris 07867 500665 or Amanda 07712 899251 or through our on-line booking system.

The booking is taken on a provisional basis until the 25% deposit has been paid in full and funds cleared in our bank account. The booking then becomes confirmed and email sent out. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit £200, is payable not less than six weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than six weeks prior to the arrival date must be paid in full at the time of booking.

We recommend that an appropriate travel insurance is taken out to include all members of the travelling party.

We reserve the right to accept or refuse bookings.

### **Booking Date Changes**

Once booked the dates cannot be changed unless agreed in writing by the owners.

### **Cancellation by the Holidaymaker**

Cancellation can only be requested prior to the start of the letting

Cancellation of the booking by the holidaymaker should be made in writing and emailed to [chrisbarkess@hotmail.com](mailto:chrisbarkess@hotmail.com) and [amandabarkess@mac.com](mailto:amandabarkess@mac.com).

Charges in the event of cancelling your booking, based on total cost of letting:

1 week or less	100.00 % of booking
2 weeks or less	100.00 % of booking
3 weeks or less	75.00 % of booking
4 weeks or less	50.00 % of booking
5 weeks or less	25.00 % of booking
6 weeks or less	10.00 % of booking

In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made. However, we strongly recommend you take out holiday cancellation insurance.

### **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

### **Miscellaneous**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

Holidaymaker must inspect the property inventory and report any discrepancies, damage or faults to the property owner within 24 hours of arrival.

## **Number of Guests**

The maximum number of people entitled to stay at this property is four adults/children plus one infant and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub-letting or assignation of the let is prohibited.

## **Pets**

- Pets are allowed in the property; we accept 1 large or 2 medium/small sized dogs.
- Dogs should be minimum 6 months old and house trained.
- Dogs are not permitted in the bedrooms or on the sofas please.
- Please do not leave your dogs unattended in the house.
- A fee of £25 per dog is payable when booking for the duration of the stay.
- We reserve the right to charge an additional cleaning fee if dog mess is found inside or outside the property.
- The property owners accept no responsibility for injury of pets.

## **Arrival and Departure Time**

Every effort will be made to have the property available from 4pm on the day of arrival. The property must be vacated by 10am on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

## **Liability**

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

Any left items must be collected within 5 days at holidaymaker's expense.

Children must be supervised at all times.

## **Wi-Fi**

We endeavour to ensure the wi-fi is working but do not guarantee this service  
We do not examine the usage of the wi-fi and the holiday maker accepts full responsibility for use

## **Cleaning**

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

## **Breakages**

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

The property owners are entitled to charge any additional amount where the breakage deposit does not fully cover the cost incurred.

## **Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

## **Return of Breakage Deposit**

Your breakage deposit, minus any deductions, will be returned to you within two weeks of the departure.

## **Holiday Letting**

Holiday Lets are specifically excluded from the rights and protections of the Housing Act 1988. Schedule 1, paragraph 9

## **Governing Law and Jurisdiction**

Any dispute between the property owner and holidaymakers will be governed by the exclusive law and jurisdiction of the English Courts.