

GWYLAN HOUSE WESLEY SQUARE MOUSEHOLE

SELF CATERING ACCOMMODATION TERMS AND CONDITIONS

1. THE CONTRACT

- 1.1 The contract entered into is between Jenny and John Underhill (the Owners) and the person completing and signing the Booking Form (the Hirer).
- 1.2 The contract is not effective until the required payment has been received and confirmation sent from the Owners to the Hirer.

2. BOOKING

- 2.1 Bookings cannot be accepted from:
 - a. Persons under the age of 18 years
 - b. Parties where the majority of members are under 18 years (except families)
- 2.2 The number of persons occupying a property must not exceed the maximum stated in the current property description. (One baby using cot not counted as a member of a party.)
- 2.3 The person who signs the booking form (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions.
- 2.4 The Owners reserve 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 are to be made online or by telephone 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:
 - a. Check availability online or by telephone and make provisional booking.
 - b. Complete all parts of the booking form
 - c. Send the completed form together with 1/3rd of the total rental
 - d. Pay the balance of the cost six weeks before the holiday is due to start (it should be noted that reminders may not be sent out)
- 3.4 If the balance is not received within the time specified the Owners reserve the right to cancel the booking and retain the deposit.
- 3.5 Bookings made within six weeks of the start of the holiday require payment in full at the time of booking.

4. CANCELLATION

- 4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.
- 4.2 The Owners strongly advise the Hirer to take out holiday and cancelled booking insurance.

5. BOOKING ALTERATIONS

- 5.1 Any change in holiday dates will be subject to the agreement of the Owner.
- 5.2 If for reasons beyond their control the Owners have to cancel or alter arrangements made for the Hirer the Owners will return to the Hirer any monies paid, whereupon the Owners' liability will cease.

6 DAMAGE, LOSS AND NUISANCE

- 6.1 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 clean condition, otherwise a cleaning charge will be levied.
 - c. To pay for any damage or loss however caused, excluding reasonable wear and tear incurred during occupation.
 - d. Not to cause nuisance or annoyance to occupants of nearby property
 - e. To allow reasonable access to the property by the Owners or their authorised agents if it is deemed necessary.
- 6.2 If in the opinion of the Owners or the Owners' representative 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 Owners may repossess the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.

7. OCCUPANCY

Occupancy shall be from 3 pm on the day of arrival to 10 am on the day of departure, unless special arrangements have been made (there is only a limited time to prepare the property for the next guests, and you are asked to respect this).

88. DOGS AND OTHER PETS

Dogs (apart from Assistance dogs, agreed in advance) and other pets are not allowed in the property. If the Hirer takes a dog or other pet into the property the Owners are entitled to terminate the letting immediately and the Hirer remains liable for the total cost of the holiday without entitlement to any refund.

9. DESCRIPTIONS

9.1 Whilst the Owners make every effort to ensure the accuracy of property descriptions, descriptions are inevitably subjective and are for guidance only. If there are any points of particular importance please contact the Owners to clarify information.

9.2 Whilst the Owners have taken all responsible steps to ensure that the information contained in their website, brochures, tariffs, leaflets and advertisements are accurate the Owners reserve the right to alter, substitute or withdraw any service, facilities or amenity.

10. LIABILITY

10.1 The Owners 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, electrics or otherwise, or exceptional weather.

10.2 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 their occupancy.

11. COMPLAINTS

11.1 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 Owners immediately and in any event before departure to allow remedial action to be taken.

11.2 It is specifically agreed that failure by the Hirer to notify the Owners of any complaint in accordance with the timescale set out in clause 11.1 will entitle the Owners to refuse to entertain the complaint, irrespective of its merits.

12. WAIVER

The failure of the Owners 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.

13. LEGAL PROVISIONS

13.1 The construction, validity and performance of this Agreement is governed by the law of England and the parties submit to the jurisdiction of the English Courts.

13.2 The Hirer agrees that the Contract with the Owners is made at the Owners' premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owners.

13.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement.