

PENHAYL COTTAGE: FULL BOOKING CONDITIONS

Revised: April 2017

A.J. & E.R.A. Clegg of Morreps, Wharf Road, Lelant, St.Ives, Cornwall, TR26 3DU are the **Owners** of the accommodation known as Penhayl, Wharf Road, Lelant, TR26 3DU and the Contract of Letting is between the signatory of the Booking Form, (the **Holidaymaker**) and the **Owners**. *This agreement is made on the basis that the Property is to be occupied by the **Holidaymaker** for a short-term holiday and that this agreement is not an assured tenancy that no statutory periodic tenancy will arise when it ends. **Please read the following before signing the booking form.***

Booking Conditions

1. The **Holidaymaker** who completes the Booking Form certifies that he/she is authorised to agree the Booking Conditions on behalf of **all** persons included on the Booking Form, (**the Occupants**), that he/she is over 18 years of age, and that he/she will be one of the occupying party and agrees to take full responsibility for the party occupying the Property.
2. The **Holidaymaker** agrees not to sell or transfer the booking to another party.
3. Bookings cannot be accepted from or for persons under the age of eighteen years or for teenage groups.
4. The house may only be occupied by a maximum of **4 PERSONS**. Children must be **over 5 years** of age at the date of occupancy.
5. Pets, except Special Assistance Dogs are **not** permitted within the house and grounds.
6. We do **not** accept smokers.
7. All **Occupants** rights to occupy the Property may be forfeited immediately and without compensation if:
 - The premises are being used as a base for commercial activities.**
 - Pets, except Special Assistance Dogs, are found to be on the premises.**
 - Smokers are found to be occupying the premises.**
 - Illegal drugs are being used on the premises**
 - More people attempt to take up occupation than those specified on the booking form.**
 - Any activity is undertaken which may cause unreasonable damage, noise or disturbance.**
8. Rentals are for a minimum of 7 nights and a maximum of 21 nights and **commence at 3.30pm** on the first day of the rental and **end at 10.00 am** on the day of departure.
9. A **deposit of 40% of the total cost** must be paid at the time of booking. The **balance** must be paid eight weeks prior to the occupancy. Non-payment by the due date will be treated as a cancellation. **Reminders will not be sent.**
10. Bookings made within **eight** weeks of the occupancy date must be paid for in full.
11. The booking is only guaranteed once the cheque has cleared.
12. Payments may be made by bank transfer – please telephone to ask for details.
13. **Cancellation: All Holidaymakers are advised to take out their own holiday insurance which covers cancellation of a Holiday Rental property within the United Kingdom.**

14. Cancellation Conditions:

-A booking can only be cancelled prior to the start of the holiday. Cancellation must be made in writing. In the event of cancellation prior to eight weeks of the rental start date, the deposit will be returned.

-If cancellation is made within eight weeks of the occupancy date, then the following penalties will come into force:

Within 4 weeks of occupancy date, total cost of rental is retained

Within 5-8 weeks of occupancy date, the deposit plus a further 10% OF THE BALANCE WILL BE RETAINED.

15. Damage/Breakages.

A cash deposit of £50 against breakages and damage is required on arrival. This will be returned at departure subject to there being no breakages or damage. See also clause 23.

The **Holidaymaker** must report and pay to the **Owners** the cost of any damage or breakages occurring during the occupancy.

16. Inventory

An inventory of all equipment and furnishings is provided in the house. It is the **Holidaymaker's** responsibility to check this on arrival, and notify the **Owners** if anything is missing.

17. Care of the Property.

The **Holidaymaker** shall keep the Property and all furniture, fixtures and effects. in or on the Property, in the same state of repair as at the commencement of the holiday rental **and shall leave the Property in the same state of cleanliness and general order in which it was found - The house should be clean and all rubbish should be put in the appropriate waste or recycling bins.**

18. Children

It is the **Holidaymaker's** responsibility to keep all children under control both indoors and outdoors and to inform children in his/her care of the dangers of the open unprotected golf course and the raised patio.

It is the **Holidaymaker's** responsibility to ensure that children do not enter the habitat embankment.

Advisory Note: As the garden is unfenced, parents are advised not to encourage ball games on the back lawn, as the habitat area must not be accessed to retrieve balls.

19. Security:

Personal property: Two safes are provided for guests to use. Full instructions are provided.

Security of the House:

It is the **Holidaymaker's** responsibility to keep the Property secure. **All windows must be closed and external doors locked when the house is not occupied at any time. Front and back doors must be locked and windows closed at night before going to bed.**

20. Access.

The **Owners** or their representatives shall be allowed access to the property at any reasonable time during the holiday occupancy.

21. Linen.

The **Owners** will provide bed linen and 1 bath and 1 hand towel per person, but

will **not provide beach towels**. It is the responsibility of the **Holidaymaker** to provide these. Tea towels and a kitchen hand towel are also provided. For stays of more than 7 nights, changes of linen and towels are provided each Saturday.

22. **Kitchen, Bathroom and Toilet Requirements**

The Holidaymaker accepts that those in the booked party **will not** use any kitchen soaps, dishwasher soaps, bath and shower cleaners, floor cleaners, washing machine soaps or toilet rolls other than those provided.

Guests are required NOT to use any **hair dyes in the baths, showers or basins** while staying at Penhayl.

Advisory Note: It is most important that all guests are made aware of this because of the type of sewerage system and septic tanks at Penhayl – **no other toilet tissue may be used and no sanitary items, wipes etc. may be flushed down the toilets. Any damage caused as a result of a blockage, use of the wrong cleaning fluids or use of hair dye will incur charges which could be several hundred pounds.**

23. **Telecommunications**

Note: Penhayl house does not have a landline telephone – guests are advised to bring their own mobile phone.

Free WiFi is provided to facilitate emails, Skype, and using the internet for information. It must **not** be used for downloading films, catch-up TV, on-line gaming and downloading or uploading large files, all of which may cause the monthly data allowance to be exceeded. **If there has been excessive use of the WiFi it may be necessary to deduct a small fee from the deposit.**

24. **Complaints**

In the event of any dissatisfaction with the Property, the **Holidaymaker** shall report the matter to the **Owners** as soon as possible by completing a Complaints Form. The **Owners** will investigate and undertake whatever action is necessary to solve the problem.

The **Owners** cannot be held responsible for the personal likes and dislikes of the **Occupants**.

Under no circumstances will correspondence be entered into after the letting period has taken place if the **Owners** were not informed of a problem or given the opportunity to solve the matter during the period of the rental.

These Booking Conditions shall apply to all confirmed bookings for the property known as Penhayl, Wharf Road, Lelant, St Ives, Cornwall TR26 3DU.