

PENHAYL COTTAGE:FULL BOOKING CONDITIONS **effective for new bookings from 01 September 2011**

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, 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 holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the **Holidaymaker** acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.*

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. **The house may only be occupied by a maximum of 4 PERSONS.**
4. Pets, except Special Assistance Dogs are **not** permitted within the house and grounds.
5. Smoking is **not** permitted within the house and grounds.
6. 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.**
 - **People are found to be smoking on 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.**
7. Rentals are for a maximum of 14 nights and commence at 3.30pm on the first day of the rental and end at 10.00 on the day of departure.
8. A **deposit** of £200 for 7 nights' rental, and £400 for rental periods over seven nights must be paid at the time of booking.
9. For a short break of three days the complete rental must be paid at the time of booking.
10. The booking is only guaranteed once the cheque has cleared.
11. Bookings made within eight weeks of the occupancy date must be paid for in full.
12. 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.**
13. **Cancellation:**
 - All **Holidaymakers** are advised to take out their own holiday CANCELLATION insurance

which covers Holidays within the United Kingdom.

- 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.**

14. **DAMAGES/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.

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

15. **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.

16. **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. All rubbish should be put in the appropriate waste or recycling bins.**

17. **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.
- 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.

18. **Security.**

- 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.

Advisory Notes-

Safe: a safe is provided in the main bedroom and guests are advised to use it for valuables. Full instructions are provided.

Telephone: There is no land-line telephone in this house. There is good mobile reception in the area. If you do not own a mobile phone we will supply a mobile which is blocked to enable calls to the emergency services (999). If you would like to use our mobile as Pay As You Go, we can arrange this for you.

19. **Access.**

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

20. **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.

21. **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.

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 may be flushed down the toilets. Any damage caused as a result of a blockage will incur charges which could be several hundred pounds**

22. **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.

A LARGE PRINT VERSION OF THESE BOOKING CONDITIONS IS AVAILABLE ON REQUEST.

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