

SELF CATERING ACCOMMODATION TERMS AND CONDITIONS

1. THE CONTRACT

1.1 The contract entered into is between **Harwin Apartments** (the Owner) 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 Owner to the Hirer.

2. BOOKING

2.1 Bookings cannot be accepted by:

- a. Persons under the age of 18 years
- b. Parties where the majority of members are under 18 years (except families or supervised groups)
- c. Single sex parties

2.2 The number of persons occupying a property must not exceed the maximum stated in the current property description.

2.3 For the benefit of all guests we operate a strict **no smoking policy** inside the apartments & main building.

2.4 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.

2.5 The Owner reserves 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 can be accepted 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. Complete all parts of the booking form
- b. Send the completed form together with 20% of the total cost of the holiday, plus the cancellation insurance fee* (**this fee direct to Insurance Company Please**)
- c. Pay the balance of the cost **six weeks** before the holiday is due to start (it should be noted that reminders are not sent out)

3.4 If the balance is not received within the time specified the Owner reserves 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.

3.6 Payment for overseas bookings can be made by cheque drawn on a London bank payable in Sterling to Harwin Apartments or by credit/debit card (MasterCard or Visa)

4. CANCELLATION

4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.

4.2 Where the guest gives credit card details to the Owner in order to guarantee a booking or in order to make a payment of a deposit then it is agreed between the parties that in the event of cancellation the Owner may debit the Hirer's credit card with the full amount of the holiday less an allowance for any deposit already received.

4.3 In the event of cancellation by the Hirer the Owner will endeavour to re-let the property and if successful may refund any monies paid less the deposit which is non-returnable.

5. CANCELLATION INSURANCE

5.1 The Owner has arranged a holiday cancellation insurance scheme, full details of which are enclosed.

5.2 If the reason for the cancellation is covered by the policy and the relevant documents are produced, the responsibility to pay the cost of hire will be met by the insurers.

5.3 In the event of cancellation for any cause not covered by the cancellation insurance, the Owner will endeavour to re-let the property and if successful may refund any or all monies paid less the non-returnable deposit and cancellation insurance premium.

6. BOOKING ALTERATIONS

6.1 Any change in holiday dates will be subject to the agreement of the Owner.

6.2 Any alteration to a booking by the Hirer will be subject to an administration charge of £25

6.3 Any request by the Hirer for transfer of booking to another date will be treated as a cancellation of the original reservation. Please refer to section 4.

6.4 If for reasons beyond its control the Owner has to cancel or alter arrangements made for the Hirer it will make every effort to offer an alternative property if one is available.

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6.5 If the Hirer does not accept the alternative offered the Owner will return to the Hirer any monies paid, whereupon the Owner's liability will cease.

7 DAMAGE, LOSS AND NUISANCE

7.1 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 Owner if it is deemed necessary.

7.2 If in the opinion of the Owner 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 Owner may repossess the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.

8 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 (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this).

9. PETS/DOGS

Pets are not allowed in the property. If the Hirer takes a pet onto the property the Owner is entitled to terminate the letting immediately and the Hirer remains liable for the total cost of the holiday without entitlement to any refund.

10. DESCRIPTIONS

10.1 Whilst the Owner makes 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 Owner to clarify information.

10.2 Whilst the Owner has taken all responsible steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements are accurate the Owner reserves the right to alter, substitute or withdraw any service, facilities or amenity.

11. LIABILITY

11.1 The Owner 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, gas, electrical or otherwise, or exceptional weather.

11.2 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.

12. COMPLAINTS

12.1 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 Owner or caretaker immediately and in any event before departure to allow remedial action to be taken. The Hirer should contact reception or telephone the Owner/caretaker on 01803 558771

12.2 It is specifically agreed that failure by the Hirer to notify the Owner of any complaint in accordance with the timescale set out in clause 12.1 will entitle the Owner to refuse to entertain the complaint, irrespective of its merits.

12.3 As an English Tourist Board member the Owner has undertaken to observe the English Tourist Board's Registered Agency code of conduct. In the event of an unresolved complaint, the Owner reserves the right to refer the matter to the Board for arbitration.

13. WAIVER

The failure of the Owner 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.

14. LEGAL PROVISIONS

14.1 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.

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

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