

Ealing House

Self Catering Holiday Accommodation

Terms & Conditions

Please print these Terms & Conditions for your records

1. DEFINITIONS

In these conditions the Owners shall be the Property owners (Graham & Denise Hill) and the Agent(s) shall mean those person(s) who shall from time to time be appointed by the Owners to act on their behalf in matters to do with the Property.

The Property is that comprising Ealing House, Propect Place, Porthleven, Helston, Cornwall, TR13 9DS.

The Customer being the person who signs the booking form.

2. CONTRACT & BOOKING

The person signing the booking form must be over eighteen years old and be a member of the party intending to occupy the Property. He or she certifies that they are over eighteen years old and are authorised to agree the booking conditions on behalf of all persons included on the booking form, including those substituted or added by written agreement at a later date. All transactions, monetary or otherwise, will take place between the Customer and the Owners. The Owners will not enter into correspondence with members of the Customer's party on any matters pertaining to this Contract.

The Contract shall be between the Customer and the Owners but will not exist until the signed booking form together with 35% of the holiday price (as booking confirmation deposit) has been received within five working days of making a provisional booking and confirmed by the Owners subject to the funds being cleared. If booking less than two calendar months before the holiday the full cost of the holiday is payable at the time of the booking. Once confirmed the Customer is liable for the full cost of the holiday; the balance being due at least two calendar months before commencement of same. Along with the balance payable (or the full cost as applicable), the Customer will include any supplements and the refundable deposit as detailed in the Prices section. Regretfully a charge will be made for cheques re-presented for clearance or where a cheque is "Referred to Drawer".

It is also regretted that reminders for any balance outstanding cannot be given and non-payment by the due date will be treated as a cancellation, the Property then being considered as available for re-letting without further reference to the Customer. Post dated cheques cannot be accepted.

A cheque for the refundable deposit will be sent to the Customer within one calendar month of the completion of the holiday except where any and all costs incurred by the Owners due to matters arising from CUSTOMERS'S OBLIGATIONS below will be deducted from the refundable deposit. Such charges to be at the discretion of the Owners.

We regret that, unless agreed in writing, pets are not allowed in the Property.

The Owners reserve the right to refuse any booking request.

3. VALUE ADDED TAX

The Owners are not registered for VAT and therefore VAT is not charged on the holiday cost.

4. CANCELLATION/ALTERATION

If the Customer requires to cancel their reservation prior to the holiday start date the Customer must notify the Owners immediately and confirm in writing. The Owners will then try to re-let the Property.

Normally if the Property is re-let, or partially re-let, the Owners will refund pro-rata monies paid less expenses involved in re-letting. Where applicable supplements and/or refundable deposits will be returned. The expenses charge for re-letting will be at the discretion of the Owners. If the Property is not re-let any outstanding balance will become due.

If cancellation is between one calendar month and fourteen days before the holiday start date, 35% of the holiday price will be forfeit irrespective of the Owners ability to re-let the Property (this is due to the excess costs that would be involved in letting the Property at very short notice).

If cancellation is fourteen days or less before the holiday start date, the full cost of the holiday price will be forfeit irrespective of the Owners ability to re-let the Property.

No monies can be refunded after the holiday start date due to cancellation or for any other reason that the Customer cannot attend the Property.

In the event of the Customer requiring an alteration to a confirmed booking this will be treated as a cancellation as described above and a new Contract must be undertaken for the Property. The Owners cannot guarantee that the Property will be available at an alternate time.

The Owners, not being an organisation, cannot guarantee to be available to accept cancellations or alterations; the Owners will however make all reasonable endeavours to accommodate the wishes of the Customer.

Neither the Owners nor their Agent(s) can accept liability for any claim arising out of delayed arrival at the Property, or cancellation of the holiday by the Customer due to adverse weather conditions or any other reasons or prohibitions to travel arrangements which prevent arrival at the Property temporarily or at all.

The Customer is advised to obtain holiday insurance to cover for any eventualities.

5. CUSTOMERS' OBLIGATIONS

The Customer agrees:

(a) Unless agreed otherwise in writing, to pay for all utilities (i.e. gas, electricity, fuel and telephone charges) incurred during the holiday.

(b) To pay for any losses or damages to the Property however caused (reasonable wear and tear excluded) unless the cost of making good such loss or damage can be recovered under the householders insurance policy maintained by the Owners; in which case the Customer will be liable for the excess charges on the Owners insurance policy and any charges for inconvenience and expenses that the Owners may at their discretion make. In general it is in the interest of the Customer to personally make good loss or damage as resorting to insurance for relatively small loss or damage is liable to be more costly.

(c) To keep the Property and all furniture, fittings and effects, in or on the Property, in the same state of repair and condition as at the commencement of the holiday, and must also leave the Property in the same state of cleanliness and general order in which it was found. The Owners or their Agent(s) will be entitled to make an additional charge to the Customer if extra cleaning is made necessary as a result of the Property being left in an untidy or dirty condition upon the Customer's departure.

(d) To vacate the Property promptly at 10:00 hours on the day of departure. The Customer will be held liable for any costs incurred through any delayed departure.

(e) That the refundable charge will have deducted costs arising out of (a), (b), (c) or (d) above as per the CONTRACT & BOOKING.

6. GENERAL CONDITIONS

(a) If there shall be any breach of any conditions, the Owners or their Agent(s) reserve the right to enter the Property and terminate the customers' holiday occupancy without prejudice to the other rights and remedies of the Owners.

(b) The Customer (person making the booking) is responsible for the Property and ensuring that members of their party observe all aspects of their obligations. Only the persons shown on the Booking Form may occupy the Property and under no circumstances can the booked holiday period be extended beyond the initial booking except by the prior written agreement of the Owners.

(c) The Owners or their Agent(s) are entitled to ask the Customer or any member(s) of the their party to leave the Property, without refund of monies paid, if in the reasonable opinion of the Owners or Agent(s) the behaviour of the Customer or member(s) of their party is unacceptable. The Customer and members of their party must observe the Owners and Agent(s) rules at all times giving the Owners and Agent(s) the right to access and inspect the Property at any reasonable time during the holiday.

(d) In the event of any discrepancy between these Booking Conditions and the contents of this Web Site or any other Web Site or documentation that pertains to the Property, these Booking Conditions shall prevail. This Web Site, correspondence and any documentation or advertising material are offered in good faith, and neither they nor any oral representations made by the Owners or their Agent(s) form part of any Agreement. The Owners make no representations as to the state or condition of the Property, nor to the position, type or state of furnishings described or shown on this Web Site or in any literature. The Owners reserve the right to alter the layout of the Property and/or change/remove/add furnishings and fittings. The Customer must accept that differences between the text, images/photographs or illustrations and the actual Property may arise. Whilst the Owners and their Agent(s) take all reasonable steps to ensure the accurate reproduction of text,

images/photographs and illustrations, they cannot accept responsibility for errors contained therein or the results thereof. All distances are approximate. Facilities may be altered or withdrawn for reasons not within the Owners or their Agent(s) control and responsibility cannot be accepted or compensation considered. Neither the Owners nor their Agent(s) can accept any liability for any loss or damage resulting from information given or statements made in any documentation or Web Site pertaining to the Property or its surrounding area.

(e) Any complaints regarding the condition of the Property, the accommodation afforded or the facilities available must be taken up with the Owners or their Agent(s) immediately, so that an on-site investigation can be made and, if necessary, remedial action taken. In no circumstances will compensation be paid for complaints raised after the holiday, by which time the Owners or their Agent(s) will have been denied the opportunity to investigate and endeavour to put right any such matter, during the holiday. If the Customer vacates the Property prematurely as a result of any alleged dissatisfaction, or makes any claim upon return from the holiday and has not followed the procedure above, then no liability for any subsequent claim will be accepted or correspondence entered into.

All complaints made during the holiday must be confirmed in writing to the Owners within seven days of the last day of the holiday.

For all complaints arising in total for any matter(s) whatsoever, the maximum liability upon the Owners under this Contract will be the cost of this booked holiday accommodation or the monies paid by the Customer to the Owners for this booked holiday accommodation whichever be the lesser; excepting the refundable deposit which will be returned in full less charges as appropriate.

(f) The Owners reserve the right to alter prices due to errors or omissions or, where applicable, changes in VAT arrangements. Whilst price alterations must also apply to confirmed bookings, where this involves an increase the Customer has the right to cancel within seven working days of notification of such price increase excepting where the increase is as a result of changes in Law, Government Regulations or VAT. If the Customer exercises their right to cancel under this clause the Owners will refund all monies paid.

(g) If for any reason the Property is not available on the date booked (for example fire/water damage) or in the opinion of the Owners the Property is unsuitable for holiday letting (for example due to the actions of previous occupants), all monies paid in advance by the Customer will be refunded in full but neither the Customer nor members of their party shall have further claim against the Owners or their Agent(s).

7. THE HOLIDAY ACCOMMODATION

The Property is in a conservation area denoted as an area of outstanding natural beauty. The village and surrounding area is quiet and rural and the Customer and their party is asked to respect this and observe the nature of the vicinity. The Customer and their party member(s) must not behave in a way that interrupts or interferes with the neighbourhood. For example, the playing of music loudly, littering, raucous or otherwise inappropriate behaviour will be considered unacceptable by the Owners and their Agent(s).

The Property is Self Catering accommodation and is occupied strictly on the basis that the accommodation is for holiday use only and that no right to remain in the accommodation exists in the Customer or any person allowed into the Property by the Customer nor is there any right to part with possession of the Property during the holiday or sub-let or share the Property save with

members of the party shown on the booking form. Unless otherwise agreed in writing, the lettings are for a maximum of four weeks.

Bed linen and tea towels are provided. We do not provide services for cots, or bath & hand towels, or any other consumables. A cleaning service is not provided in the course of the holiday however, where the holiday is greater than one week bed linen and tea towels will be provided on the intervening Saturday(s). The Customer will expect the Owners or their Agent(s) to enter the Property to provide same.

The Property will be available from 15:00 hours on the day of arrival. Arrangements for the collection of keys will be made available between 15:00 and 20:00 hours on the day of arrival. A Customer wishing to arrive later than 20:00 hours may do so only by prior arrangement with the Owners or their Agent(s).

The Customer and their party will vacate the Property promptly at 10:00 hours on the day of departure irrespective of prevailing weather conditions or other travel prohibitions.

8. USE OF AMENITIES

The use of any amenities, including the car park if available, is entirely at the users risk and neither the Owners or their Agent(s) can accept responsibility for loss or damage to the Customer's or members of their party's belongings, personal injury or loss of life. Availability of amenities cannot be guaranteed.

9. LIABILITY

The Owners or their Agent(s) will not be liable for any act, neglect or default on the part of any other person, nor for any accident, damage, loss, injury, death or personal injury, expense or inconvenience whether to person or property which the Customer or any member of their party may suffer arising out of or in connection with the holiday or resulting from any other cause whatsoever, including any activities as may be publicised in any Web Site or documentation.

10. LAW AND JURISDICTION

The Contract is under English law.

Terms & Conditions dated 7th July 2003