

# Booking Contract

Between

Mr N. Austin, Seabirds, Withywell Lane, Croyde, Devon EX33 1PX

and

\_\_\_\_\_

\_\_\_\_\_

(Name and address of the holidaymaker/guest)

PLEASE NOTE: All bookings are subject to the conditions attached and must be accompanied by the appropriate deposit unless the booking is made within 8 weeks of the commencement of the let when the total rental should be enclosed, together with the security deposit.

Holidaymaker contact details:

Day \_\_\_\_\_ Evening \_\_\_\_\_

Mobile \_\_\_\_\_

Total number of persons in party \_\_\_\_\_ Max 12

Consisting of: Adults \_\_\_\_\_ Children \_\_\_\_\_

Names of persons in party:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## The booking

Property name SEABIRDS

Property address SEABIRDS, WITHYWELL LANE, CROYDE, DEVON, EX33 1PX

Details of local contact during the stay: ROSS CHELLEW 07532 477063

For the following dates \_\_\_\_\_ ("Arrival Date") to \_\_\_\_\_ ("Departure Date")

Arrival time \_\_\_\_\_

**Departure time 10:00 am**

**Method of transport** \_\_\_\_\_

**Contact mobile number when staying at the property (if available)** \_\_\_\_\_

**Cost of Rental and payment methods**

The rental price is £1400 a week.

This includes the final cost of cleaning, if left in a reasonably clean and tidy condition

I enclose a cheque for £\_\_\_\_\_ as a 50 % deposit for rental of Seabirds.

I agree to forward payment of £\_\_\_\_\_ (the remaining balance of rent and £150 as the Security Deposit) eight weeks prior to the letting or earlier.

I have read and accepted the Terms and Conditions attached and I warrant that I am over 18 years of age and accept that my booking is for the holiday period stated above.

Holidaymaker signed \_\_\_\_\_

Date \_\_\_\_\_

Property owner/manager signed \_\_\_\_\_

Date \_\_\_\_\_

**ADDITIONAL INFORMATION:** If you need any further information on the property or facilities please do not hesitate to contact us. Please return this form as quickly as possible. If you require a receipt for your subsequent full payment please advise.

## **Accommodation Booking Terms and Conditions**

Your contract is with Mr N. Austin for the property known as Seabirds. References to “you” or “your” are references to the person making the booking and all members of the holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

### **1. Making your booking**

When you book the Property with us you should return the completed Booking Form to us together with your payment for the Initial Deposit. Please note that the Initial Deposit is only refundable if we secure another booking for the rental period you have booked.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the completed Booking Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

### **2. Paying for your booking**

You are required to send to us your payment for the balance of the Rental and the Security Deposit at least eight weeks prior to the Arrival Date as set out in our written confirmation. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

We will hold the Security Deposit to be applied against the reasonable cleaning and/or replacement of the property, furnishings, fixtures and fittings. We will return the Security Deposit to you within 14 days of the return of the keys to us, less any deductions in accordance with the conditions listed above.

### **3. If you cancel or amend your booking**

If you need to cancel or amend your booking you must telephone us on the number shown on our written confirmation as soon as possible. Nick Austin 07977 059321

You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking 8 weeks we will not refund the initial deposit. We will endeavour to secure another booking for the rental period and then a full refund will be made. After such period, if you cancel your booking more than eight weeks prior to the Arrival Date, we will retain the Initial Deposit and refund the balance of any money you have paid to us.

If you cancel your booking less than eight weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and the Rental, and refund the balance of any money you have paid to us (Security deposit). In these circumstances we will refund the Rental (less any additional costs incurred) to you if we are able to secure an alternative booking for the Property.

#### **4. If we cancel or amend your booking**

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

#### **5. Your accommodation**

You can arrive at your accommodation after 16:00 hours on the Arrival Date of your holiday and you must leave by 10:00 hours on the Departure Date.

If your arrival will be delayed, you must contact the person whose details are given on our booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the booking as having been cancelled by you.

#### **6. Your obligations**

You agree to comply with the Regulations and any other regulations reasonably made from time to time and ensure that they are observed by all members of your party.

You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels, clean and in good condition.

You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

#### **7. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

## **8. Our liability**

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to a full refund of the cost of the rental of Seabirds and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **9. Law**

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.