

Kipper Cottage
11, Dolphin Street, Port Isaac, Cornwall PL29 3RJ
Terms and Conditions

- Contracts accepted shall be between the owners, Mr A Davies & Mrs L Davies, and the person signing the application form.
- The tenancy confers upon the Tenants the right to occupy for a holiday within the meaning of section 9 of the Rent Act 1977. We regret that, unless so agreed in writing, bookings cannot be accepted from groups of single persons under the age of 25, or all male or female parties with more than two persons.
- Lettings are for a maximum of four weeks and unless otherwise agreed in writing, commence at 3:00 pm on the first day of the let, ending at 10:30 am on the day of departure, allowing time for cleaning of the property between visitors. Lettings generally commence on a Saturday afternoon and finish on the Saturday morning, except for a weekend break, midweek or other agreed period.
- We will hold a telephone booking for one week, until a booking deposit is received equal to twenty five percent [25%] of the rent due. In the event of a booking not being accepted, the deposit will be refunded in full. Once a booking is accepted by us, the balance of the money due is payable four weeks before the start of the tenancy, for which no reminder is necessarily sent. Non-payment is treated as cancellation, and the applicants remain liable for the full cost, however credit will be given for any net rents received as a result of re-letting.
- **A returnable inventory deposit of £100 is required, with the final balance, to cover misuse or damage, by the tenants.**
- The tenants agree,
 - a) To take good care of the property and contents and to leave it in a clean and tidy condition.
(A cleaning service is not provided in the course of the tenancy.)
 - b) To permit the Owners and Agents reasonable access to the property.
 - c) Not to part with possession of the property, or share it save with members of the party shown on the booking form, and not to exceed the number of people shown in the property description.
- Use of the home and any amenities provided to the applicant is provided by the owners to the applicants entirely at users risk, and no responsibility can be accepted for any injuries to persons or loss or damage to any persons or persons' property that use the property.
- The brochure, website, correspondence and any advertising material are offered in good faith, and neither they nor any oral representations made by the Owners or their agents form part of any agreement. The Owners make no representations as to the state or condition of any property, nor to the position, type or state of furnishings described on or shown in any literature. Prior to receipt of full payment for any booking, the owners reserve the right to amend prices and conditions due to errors omissions or legislation changes. In case of any discrepancy between these booking conditions and the contents of any brochure or correspondence, these conditions prevail.
- If for any reason beyond the owners control the property is not available on the date booked (fire damage for example,) or the property is unsuitable for holiday letting, all rent and charges paid in advance by the applicant will be refunded in full but the applicants shall have no further claim against the owners or agents.
- All or any complaints must be notified to the Owners or their Agents immediately so that an on the site investigation can be made and, if necessary, remedial action taken. In no circumstances will compensation be paid for complaints raised after the tenancy, by which time the owner or the agents for the owners will have been denied the opportunity to investigate and endeavour to put right any such matter, during the tenancy
- Pets are not allowed.

If there shall be any breach of these conditions, the owners or their agents reserve the right to re-enter the property and terminate the tenancy without prejudice to the other rights and remedies of the owners. The contract is deemed to have been made at Providence House, Church Lane, East Harptree, Bristol, BS40 6BE, and the proper law of the contract is English. The person signing the booking form must be a member of the party intending to occupy, be over eighteen years old, and certifies that he or she is authorised to agree the booking conditions on behalf of all persons included on the booking form, including those substituted or added at a later date.

Bookings and lettings are subject to the general **terms and conditions** specified above.

©LAD Jan 10

Kipper Cottage Booking Form

Send completed form to:

Mrs L Davies, Providence House, Church Lane, East Harptree, BS40 6BE.

Please accept a firm booking and reserve Kipper Cottage:-

From 3.00pm Saturday 201..... to 10.30am Saturday.....201.....

Name of adults

Name of children / age

How did you hear about us? _____

Total rent £..... **25% non returnable deposit enclosed £.....**

Cheques to be made payable to: Lindsey Davies.

I have read and understood the conditions of booking (see previous page).

Name

Address

Postcode

Telephone (day) (evening/mobile)

Email address

Signature

Date

Note: Only those listed on the booking form may occupy the property.

*****Please retain for your information*****

How to make a booking

- 1) Telephone us on 01761 221633 or Email Lindsey@kippercottage.com, to confirm that the dates you require are available.
This reservation is held for 7 days to give sufficient time to send back this booking form and deposit. If we do not hear from you, then the booking will be void.
- 2) Complete this booking form and return it to us with a 25% deposit. **All cheques are to be made payable to: Lindsey Davies.** Bookings from persons outside the UK must be accompanied by either a cheque drawn from a UK bank or by sterling draft. For payment in Euros or Dollars please request prices at the current exchange rate. Internet or telephone banking instructions are acceptable. Please contact Lindsey Davies for instructions.
- 3) Upon receipt of the booking form and deposit, we will forward confirmation of the booking, including details of monies received and the balance due which we must receive no later than 4 weeks before arrival. Maps, key details, and emergency contact names will then be sent. Failure of the balance to arrive will forfeit the booking.
- 4) Please do not forget to **enclose a separate cheque of £100 for the inventory deposit**, dated for the start day of your holiday and it must have your cheque guarantee number on the back. **This cheque is to be sent with your final payment four weeks prior to your holiday.**

Keys to the property will not be given out unless these conditions are met.