

BOOKING TERMS & CONDITIONS - THE BEULAH HOLIDAY APARTMENTS

Clients applying to the property are referred to as 'The Tenants', Caroline and David Perry is referred to as 'The Owner'.

Insurance: Tenants should make their own arrangements for Holiday Insurance with cancellation cover, which is strongly recommended.

Payments: If a booking is made four weeks or more before the tenancy is due to start it must be accompanied by a deposit of one quarter of the rent (minimum £100). If a booking is accepted by the Owner, the Tenants are liable for balance of the payment of rent, plus any additional charges, four weeks before the start of the tenancy. The deposit is non-refundable and in the event of a cancellation the Tenant making the reservation will be legally liable to pay the balance or part balance if the accommodation is not re-let for the same amount. The Owner of the property is not registered for VAT and no tax is payable by Tenants. Payment may be made by cheque, bank transfer, cash by registered post or online credit/debit card payment (1.5% charge, 2% if from overseas). Any charges raised against the Owner by his bank for handling any form of payment, or charges for dishonoured cheques, or charges for overseas transfers, will be passed onto the Tenants who are liable to reimburse the Owner.

Arrival & Departure Times: Bookings commence at 1.30pm on the first day of your holiday and end at 10.00am on the day of departure.

Pets: Pets are not allowed under any circumstances in order for the property to be suitable for pet-allergy sufferers.

Bed Linen: Bed linen is included in the price, and all beds requested on booking form will be made up for your arrival.

Fuel costs: All gas and electricity costs are included in the booking price.

Broadband Connection: A broadband internet connection is available wirelessly. Instructions are provided but we are unable to offer any further support. By completing the booking form the Tenants agree to abide by TalkTalk Broadband's Fair Use Policy and agree not use the service for unlawful or illegal purposes.

Smoking: The Beulah is non-smoking but smoking is permitted on the patio and outside area.

Parking: One space is provided free of charge. An extra space may be available on arrangement, subject to an additional charge of £25 per week. Cars are parked at Owner's risk.

Security: The security of the property is the responsibility of the Tenants during their stay.

Condition of Property / Inventory: Before you arrive the apartment will have been cleaned and checked. Any of the contents found to be damaged on arrival should be reported within 24 hours of arrival to the Owner. Losses, damage or any cleaning necessary, over and above normal servicing, will be invoiced to you. By signing the booking form you agree to these conditions.

Brochure and Internet Descriptions: The Owner reserves the right to amend prices quoted, due to errors or omissions. Photographs are representative only. If equipment in the property malfunctions, a fair period of time must be allowed for the Owner to arrange repair or replacement.

Liability: The Owner does not accept liability for any accident, damage, loss, injury, expense or inconvenience whether to person or property, which the Tenants or anyone connected with the letting may incur. We reserve the right to cancel owing to unforeseen circumstances beyond our control. If for any reason beyond the Owner's control the property is not available on the date booked (owing to fire damage for example) or the property is unsuitable for holiday letting, all rent and charges paid in advance by the Applicants will be refunded in full, but the Applicants shall have no further claim against the Owner.

The Tenancy: The Tenancy confers upon the Tenants the right to occupy for a holiday within the meaning of schedule 1, Paragraph 9 of the Housing Act 1988. The Tenants agree: (a) To pay for any losses or damage to the property however caused (reasonable wear and tear excepted) unless the cost of making good such loss or damage can be recovered under Owner's household insurance policy. (b) To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. (c) To permit the Owner reasonable access to the property. (d) Not to part with possession of the property or share it except with members of the party as shown on the booking form. In no circumstances may the number of people exceed the stipulated description. Parties of young singles are not allowed. A cot may only be occupied by a child aged 24 months or less. (e) Not to cause an annoyance or become a nuisance to occupants of nearby premises.

Disclaimer: The property and contents are used at the Tenants' own risk. Parents should ensure that their children are supervised at all times.

Authority to Sign: The person who completes the booking form certifies that he or she is authorised to agree the Terms and Conditions on behalf of all persons included on the booking form, including those substituted or included at a later date. He or she agrees to take responsibility for the party occupying the property and to advise them of the terms. The accommodation may only be occupied by the persons listed on the booking form. Any alterations should be agreed with the Owner before the arrival date.

Governing Law & Jurisdiction: The contract is deemed to have been made at Wildewood, Meadfoot Road, Torquay. The validity, construction and performance of this Agreement shall be governed by English Law. The Tenants submit to the exclusive jurisdiction of the English Courts.