

# Terms and Conditions for Seascape, Shaldon

#### General

This is a legally binding contract between the property owner, Sara & Jeremy Snazell and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who completes the booking whether online, via email, 3rd party portals or any other means and makes the payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you". The property is referred to as Seascape, 45 Ringmore Road, Shaldon, South Devon, TQ14 0AG. Any terms regarding payment and cancellation laid out on the 3rd party portal booked through supersede these.

# **Bookings**

A booking deposit is payable within 7 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit, is payable not less than 8 weeks prior to the start of the holiday or in line with any 3rd party payment terms. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking.

### Cancellation by the Holidaymaker

Cancellation of the booking by the holidaymaker should be made in writing and addressed to Sara Snazell at seascapeshaldon@gmail.com.

In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made. However, we strongly recommend you take out holiday cancellation insurance.

# **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

# **SEASCAPE** COTTAGE

#### Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner (or their representative) reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner (or their representative) is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner (or their representative) reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner (or their representative) reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

#### **Number of Guests**

The maximum number of people entitled to stay at this property is 7 although it is recommended for comfort that there are no more than 6 adults staying at the property. Only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

# **Pets**

Dogs are allowed in the property subject to the property owner's agreement. All dogs must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Pets must be up to date on their flea treatment. Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. We ask that all pets are kept to the ground floor, stair gates are provided. The property has a small courtyard which is not suitable for pet comfort breaks, owners are to ensure that their pets are taken out to suitable public spaces such as the nearby playing fields for toileting. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay.



# **Toilet systems**

We ask that all guests ensure that nothing inappropriate is flushed down the toilet. Under no circumstance should wipes or sanitary products be flushed as the systems are unable to cope with these. Hygiene bags are provided. Inappropriate use will result in the repairs being taken out of the breakage deposit.

# **Arrival and Departure Time**

Every effort will be made to have the property available from 4pm on the day of arrival. The property must be vacated by 10am on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

# Liability

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker. Children must be supervised at all times.

## Cleaning

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

# **Breakages**

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

## **Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

## **Return of Breakage Deposit**

Your breakage deposit, minus any deductions, will be returned to you within 2 weeks of the departure.