

# Porthleah -Terms & Conditions

Bookings are made and accepted only on the following conditions:

1. The contract of letting is between the Guest and the Owner
2. This agreement is made on the basis that the property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Tenant acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
3. Bookings cannot be accepted by persons under the age of 18 years of age.
4. A non-refundable deposit of one third of the total rent is required as confirmation of booking. In the event of cancellation, every effort will be made to re-let the property but if this is not possible the hirer will be responsible for the full amount of rental.

**It is advisable to take out holiday insurance.**

5. Once a booking is confirmed by the owner, the Guest is responsible for the balance of the cost of the holiday. Balance due 8 weeks prior to commencement of holiday
6. The owner reserves the right to re-let any holiday where the balance outstanding is more than fourteen days in arrears.
7. In the event of the accommodation becoming unavailable (e.g. through fire or illness etc) the owner will refund all monies paid or a proportion in case of curtailment.
8. Cancellation insurance must be taken out by the Guest independently.
9. The holidaymaker shall keep the holiday accommodation and all furniture, fixtures and fittings and effects in or on the holiday accommodation in the same state of repair as at the commencement of the holiday and shall leave the holiday accommodation in the same state of cleanliness and general order in which it was found. The holidaymaker must report and pay to the Owner the cost of any damage or breakages made during their holiday occupancy.
10. The holidaymakers' right to occupy the property may be forfeited without compensation if: (a) more people specified on the booking form and/or the number the property holds, attempts to take up occupancy (b) overnight guests are entertained without the owners express permission (c) any activity is undertaken which may cause unreasonable damage, noise or disturbance.
11. In the unlikely event of there being cause for complaint concerning the property the matter should be taken up with the owner at once. This is very important as the owner has agreed to do all they can to help in these circumstances. In no circumstances will compensation be made for complaints raised AFTER the tenancy has ended when the tenant has denied the owner the opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.
12. The property owner or his representative shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.
13. Every effort has been made to present the property as accurately as possible in both a written and pictorial context. We cannot accept responsibility should the property not conform to the holidaymaker's standards. If a facility is particularly important to you please check with us prior to your booking.
14. Please kindly note that this is a **NO SMOKING** property in the interests of all our guests.
15. Pets: One small manageable dog by arrangement only.
16. The booking conditions will apply to all confirmed bookings.