

Seashells Cottage Booking Terms and Conditions

Please read carefully when you make a booking you are entering a legal contract and the terms of which are set out in these conditions.

1 Terms of the Contract

1.1 The contract for a short-term holiday rental will be between Fenton Wilson Ltd (referred to as "us" or "we") and the hiring person making the booking.

1.2 The period of rental (referred to as the "holiday period") will be between 11am on the agreed arrival date and 3pm on the agreed departure date.

1.3 The contract confers upon you, the hirer, the right to occupy 6 Badgers Walk West, known as Seashells Cottage (referred to in this contract as "the property") for the holiday period and that no right to remain in the property exists thereafter. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

1.4 You certify that you are 18 years of age or older and are legally capable of entering into a contract and is authorised to agree to these terms and conditions on behalf of all persons who will occupy the property during the holiday period and that they are all, apart from infants, aware of these terms and conditions.

1.5 You may not re-let or sublet the property, even if free of charge.

2 Booking

2.1 All booking must be accompanied by a deposit of 25% of the total letting fees.

2.2 We process all booking as "Confirmed", so even though the automated booking summary may state the booking is provisional until confirmed, we have accepted your booking and the contract has been

2.3 We do reserve the right to decline a booking application for any reason and the deposit will not be charged or refunded if it has already been charged.

2.4 If the application is accepted, the deposit will be retained by us and treated as a payment on account of the amount payable in respect of the holiday period.

2.5 The contract between us and you for the letting of the property shall arise immediately upon your booking confirmation and upon us having obtained clear funds in respect of the deposit.

2.6 Once the booking is confirmed, it can only be changed to another date by treating the original booking as a cancellation. If there is a request for a move to a different date, this can be accommodated in some instances and at our discretion.

3 Duration and Times of Lettings

3.1 Earliest arrival time is 3pm on the arrival date. Other times maybe agreed in writing.

3.2 Latest departure is time 11am on the day of departure. Other times maybe agreed in writing

3.3 Failure to depart by 11am will result in you being charged a further day's rental at a rate proportional to what you have been charged.

4 Fees & cancellations

4.1 All applications to book must be accompanied by payment of a 25% deposit. This will be treated as a payment on account towards the total letting fees.

4.2 The balancing 75% of the letting fees will be payable two days prior to your intended arrival at the property.

4.3 In the event of cancellation by you prior to arrival any money paid by you will be retained by us. You must inform us in writing of your request to cancel.

4.4 In the event of cancellation by us any money paid by you for the holiday period will be returned to you. Our liabilities in respect of cancellation are detailed in section 6.

5 Use & Care

5.1 *These are important terms.* Failure to comply with these terms may result in:

5.11 further charges for neglect, misuse, damage, special or deep cleaning services. In the event that you or anyone staying at the property during your holiday period incurs extra charges under these conditions, you will be

notified in writing of the details within 14 working days after the end of the holiday period and this amount shall be payable by you within a further 14 days.

5.12 repossession of the property at any time and in these circumstances non refund will be made in respect of fees already paid by you.

5.2 Only 4 persons occupy the property at any time. To exceed the maximum number of persons in the property overloads the facilities and may invalidate fire safety and other provisions and facility capacities.

5.3 You must not use the property except for the purpose of holiday accommodation during the holiday period, and not for any other purpose or longer period.

5.4 Please follow the instructions provided when using the facilities as improper use may result in damage.

5.3 You must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. We request noise to be kept to a minimum between the hours of 11pm and 7am.

5.4 Smoking is not permitted.

5.5 Pets are not permitted.

5.6 You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fixtures & fittings in or on the property. You must leave them in the same state of repair, cleanliness and tidiness at the end of the holiday period as you found them at the beginning, including the return of any keys to the property.

6 Liability

6.1 This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of any breach of this agreement; any use made by you or any third party residing or making use of the property during your holiday period and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

6.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of us for death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

6.3 We shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the booking.

6.4 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your booking under the conditions of this agreement.

6.5 Any vehicle of yours or any third party making use of the property during the holiday period is left at the property entirely at the risk of the owner of the vehicle.

7 Force Majeure

In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full to you all fees paid by you. We will not be liable for any other claim for loss or damage by you.

8 General

8.1 We or our representative reserve the right to enter the apartment at any time to undertake essential maintenance or for inspection purposes.

8.2 In the event of any conflict between these booking conditions and any other contents of any brochure or website, these conditions shall prevail.

8.3 These terms and the contract between you and us shall be subject to and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any claim arising from such contract.

8.4 Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.

8.5 Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.

9 Security and Privacy

We will ensure that:

9.1 Personal data is only used for the legitimate interests of and does not unduly prejudice the rights and freedoms of the individual in question.

9.2 Personal data will be processed fairly and lawfully in accordance with the Data Protection Act.

9.3 We will not process "sensitive" personal data without prior consent from you

9.4 Access will be granted to computerized personal data in the form of a computerised "printout", and to manual personal data at its discretion.

9.5 Information processed is accurate, relevant, current, up to date and not excessive.

9.6 Personal data will be kept only for so long as is necessary for the specified purposes.

10 Disclaimer

Please be forewarned that it is possible to catch computer viruses by accessing a web page or by downloading or running an infected program. Whilst we have taken steps to ensure that the pages on this web site are free from infection, such is the nature of the

Internet that no assurance can be given that the pages of this web site are indeed free from infection. It is a condition of us allowing you free access that we will not be liable for any loss or damage suffered by any person accessing this web site or any third party resulting directly from the transmission of a computer virus resulting from the accessing of this web site.

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