

## Agreement for The Moorings Brunel Quays Lostwithiel.

- 1) This contract is made between the person paying the initial payment ("the Guest") and the Agent as agent duly authorized by the owner of the Property ("the Owner").
- 2) The Agent is Vivienne Rogan website [www.holiday-cottage-lostwithiel.co.uk](http://www.holiday-cottage-lostwithiel.co.uk) email [info@holiday-cottage-lostwithiel.co.uk](mailto:info@holiday-cottage-lostwithiel.co.uk) and telephone number +44 (0)7760105106 ("the Agent").
- 3) The tenancy confers upon the Guest the (duration agreed) right to occupy the property named in the Reservation Form and described on [www.holiday-cottage-lostwithiel.co.uk](http://www.holiday-cottage-lostwithiel.co.uk) ("the Property" which expression includes all of the furniture in the Property at the commencement of the holiday) for the purposes of a holiday and not for any other purpose ("the Holiday").
- 4) These terms and conditions will apply in every case without alteration unless otherwise agreed in writing before the commencement of the Holiday.
- 5) Bookings cannot be accepted from groups of single persons under the age of twenty one, nor from groups of all male or all female parties. If at any point, it reasonably appears to the Agent that this condition has been broken, the Guest and his or her party may be refused access, the booking may be cancelled, any monies paid may be forfeited and unpaid monies shall remain payable.
- 6) The Holiday accommodation is available for a maximum of three weeks.
- 7) Weekly holidays commence at 3pm on a Saturday afternoon and finish at 10am on a Saturday morning, unless otherwise agreed in writing. Holidays for less than a week commence at 2pm on the day of arrival and finish at 10am on the day of departure, unless otherwise agreed in writing.
- 8) Bedding, Linen and Bath Towels are provided, but not Beach Towels are not, guests should bring their own. The costs of electricity, gas and weekly cleaning are included in the cost of the Holiday.
- 9) To make a reservation, the Agent requires an emailed completed reservation form, stating the period to be reserved at the published price, with name, address, landline and the mobile to be used on holiday. The receiving email address is - [info@holiday-cottage-lostwithiel.co.uk](mailto:info@holiday-cottage-lostwithiel.co.uk)

- 10) Having received the completed reservation form, the Agent will send the paperwork, which will include:
- I. An initial payment request of 25% of the cost of the holiday, which needs to be paid within 5 days.
  - II. A request that the Terms and Conditions are read and agreed to.
  - III. A request for a list of everyone who will be staying during the holiday (including the ages of those under 21).
  - IV. A payment schedule showing the date that both the final payment of 75% of the cost of the holiday and the refundable damage deposit (“the Damage Deposit”) will be due 8 weeks before the start of the holiday. A reminder will not necessarily be sent. Reservations made within eight weeks of the start of the Holiday require 100% of the cost of the Holiday.
- 11) The reservation will be confirmed as a booking when the Agent has received the initial payment of 25% of the cost of the holiday and a list of everyone who will be staying and the ages of those under 21. Acceptance of the initial payment is confirmation by the Agent of the Booking. Your acceptance of the Terms and Conditions is confirmation that the contract for the Holiday has been concluded. Upon receipt of both the final payment of 75% of the cost of the Holiday and the refundable damage deposit (see 13), the following will be sent to the guest; directions, the key code, the information pages and top tips.
- 12) If the payments are not received by the due dates, the Agent shall be entitled to treat the Guest's Reservation/Booking as cancelled and any monies paid may be forfeited and unpaid monies shall remain payable. We strongly advise holiday cancellation insurance.
- 13) The Guest must pay a refundable damage deposit of £100 8 weeks before the start of the Holiday, against any failure by the Guest to comply with these Terms and Conditions (“the Damage Deposit”). The Damage Deposit will be held by the Agent and returned to the Guest within 28 days of the end of the Holiday (subject to the Guest giving up full vacant possession of the Property) and after deduction of any sums due to the Agent.

The Guest agrees:-

- I. Not to arrive at the Property before 3pm on the day the Holiday commences;
- II. To fully vacate the Property before 10am on the day the Holiday ends;
- III. To take great care of the Property and of any common parts or accesses to the Property and anything therein or thereon and to keep the Property in a clean and tidy condition at all times;
- IV. To pay for all costs of any breakage or damage in or to the Property caused by guest/s actions.

- V. To allow the Agent and/or their contractors access to the Property at reasonable hours during the day, or to carry out urgent and unforeseen repairs or other works to the Property, or to carry out maintenance of the appliances (at least 24 hours notice will normally be given, but the Guest must give immediate access in an emergency);
- VI. Only to share the Property with members of the party shown on the Guest List;
- VII. To observe the no smoking policy on the Property;
- VIII. Not to re-arrange, alter or remove any of the Property's installations, furniture, fixtures and fittings;
- IX. Not to bring any dogs or other pets on to the Property;
- X. Not to block the baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like;
- XI. Not to assign, sublet, charge or part with or share possession or occupation of all or part of the Property;
- XII. Not to cause nuisance to the Agent, neighbours or any other parties;
- XIII. Not to change or install any locks on any doors or windows nor have additional keys made for any locks;
- XIV. To report to the Agent any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances when they are noticed, not after the Holiday.
- XV. Whenever the Property is left unattended, to fasten all locks to all doors and windows to prevent unauthorised access to the Property.

14) Use of the Property is entirely at the Guest's own risk and no responsibility can be accepted for loss or damage to any persons who use the Property or to their property. Nothing in this agreement limits or excludes the liability of the Owner or the Agent for death or personal injury resulting from negligence.

16) The Agent has made reasonable effort to ensure that the information given in relation to the Property is accurate and complete but no liability is accepted for any minor errors in description. In case of any discrepancy between the descriptions and pictures of the Property and the Property itself, these conditions prevail.

15) The Agent reserves the right at any time to alter the Property as the Agent sees fit.

16) If for any reason beyond the Agent's control the Property is not available on the date booked (due to fire damage, for example) all monies paid in advance by the Guest will be refunded in full but neither the Owner nor the Agent shall have any further liability to the Guest.

17) Complaints must be provided immediately, not after the Holiday.

- 18) If there is any material breach of these conditions including, but not limited to vandalism or disturbance, the Owner and/or the Agent reserves the right to re-enter the Property and terminate the Holiday without prejudice to the other rights and remedies of the Owner/Agent.
- 19) The person paying the initial payment hereby certifies that he/she is a member of the holiday party, is over twenty one years old and that he/she has read, understood and is authorised to agree to the Terms and Conditions on behalf of all persons who stay at the Property.