

TERMS AND CONDITIONS

HORIZONS, 5 the Lookout, Packet Quays, High Street Falmouth TR11 2UE

The following definitions apply:

"I" or "the Owner" shall mean the owner of Horizons, Christine Olley

"You" or "Client" shall mean the individual or individuals who made the booking

"Guests" shall mean the Client's party, including invitees.

CONTRACT

When you submit a booking you will receive by e-mail a booking form which should be completed and sent back to the Owner. The contract is established when your deposit payment of 30% of the total amount has been cleared by the bank, and the Owner will confirm this in writing by e-mail.

GENERAL TERMS

Deposit: A deposit of 30% of the total rental is required at the time of reservation to secure the booking. Once this and the booking form are received by the Owner and the booking is accepted, the Client is responsible for payment of the full rental cost; for this reason, it is recommended you take out a cancellation insurance policy. On receipt of the deposit amount and the booking form, I will send you an e-mail confirmation within 48 hours, or otherwise contact you to confirm the booking.

Balance: The full balance is payable no later than 28 days before arrival. If the full amount has not been received by this deadline, the Owner reserves the right to cancel the booking, re-let the property and to retain the deposit. If a booking is made six weeks or less before the date of arrival, full payment must be made at the time of the booking.

Methods of payment: It is preferable to make payments directly through an on-line Bank Transfer, or through PayPal, which accepts most debit and credit cards and provides a variety of other means of payment. There is no card surcharge, but please note that there is no automatic process of payment of the balance; you will receive a reminder by e-mail approximately seven weeks before the start of your visit.

Cancellations or changes: If you have to cancel your booking or wish to change the dates to another available period, please advise immediately by phone with confirmation in writing or by e-mail. Providing you have booked more than eight weeks before the arrival date, you may cancel your booking within seven days of receiving the Owner's confirmation and benefit from a total refund; you also have the possibility of changing your booking to another available date with full credit towards your deposit. During these first seven days, your booking is considered as "provisional" and will automatically become definite at the end of this period. Should you need to change your plans, after this provisional period the Owner will make every effort to re-let the property for the said period, and if this is achieved, you will be refunded in full, less a £40 administration fee. If it has not been possible to re-let the property, the balance remains due as stated above.

In the unlikely event that the property should become unavailable for reasons beyond her control (fire, vandalism, act of God etc...) the Owner will take all reasonable steps to try and offer alternative accommodation of at least a similar standard, If this were not possible, or should the alternative offer not meet with your approval, all monies will be refunded in full, and the Owner will not be under any further liability.

Duration of lettings: Lettings commence at 3pm on your arrival day, and finish at 10am on your departure day. Please respect these times, as the changeover procedures take time, and have to be completed before the next arrival.

Problems or complaints; Please advise the Owner immediately of any problem or malfunction, in order to be able to take steps immediately to remedy this swiftly. Steps will be taken to ensure that no inconvenience is caused, but please note that if a delay is necessary (ordering of spare parts, for example) the Client shall have no claim against the Owner. Complaints concerning cleanliness or the lack of equipment in the property will only be taken into account if they are lodged by e-mail or in writing within 24 hours after arrival.

Tenants' obligations: by confirming their booking, Clients undertake

- a) To strictly adhere to the no-smoking policy. Evidence of smoking inside the apartment which may be observed on departure will be treated as a breach of conditions (see below)
- b) To refrain from bringing animals into the property. Failure to respect this clause will be treated as a breach of contract.
- c) To refrain from causing any untoward noise or nuisance which may disturb the occupants of the neighbouring properties.
- d) To maintain the property and the contents of the property in the same state of repair and condition as at the commencement of the stay and to leave the property in the same state of cleanliness and general order in which it was found. The Owner reserves the right to make an extra charge for cleaning if the property is not left in a reasonable condition on departure.
- e) To notify the Owner of any breakage or damage caused during the stay (excluding normal reasonable wear and tear) and to pay for any losses or damage or any excess charge over any insurance payments in this respect.
- f) To comply with good routine housekeeping practices, such as emptying rubbish bins, placing rubbish bags in the appropriate disposal areas, and stripping the bed(s) prior to departure.

Special requirements: Should you have any specific requirements, please notify the Owner as early as possible, who will do her best to meet with them.

Specifics: Great care is taken to ensure the accuracy of the property descriptions, and all information is provided in good faith and believed to be correct. However, if you consider any item of equipment particularly important, please do not hesitate to check with the Owner at the time of booking.

Safety: Your safety is extremely important to the Owner, and everything is done to ensure this. However, no liability can be accepted for accidents occurring within the property or the development. Please read the access statement carefully before confirming bookings, and note that the property is accessed by steps, and is therefore not suitable for guests with mobility difficulties, or for very young children.

Personal belongings: The Owner cannot accept liability for loss, injury or damage to any of the Guests' personal belongings during their stay, either in the property or the development, including the parking area, however caused. Please check before departure that you have not left any personal items in the property, as there will be a minimum £10 postage and handling charge for the return of any left belongings, according to the size, weight and destination of the items.

Keys: please take great care of all keys and the access beeper for the garage: should you lose or damage any of these, please inform the Owner immediately. Replacement charges will be applied.

Access to the property: The Guests agree to allow the Owner or her representatives reasonable access to the property by prior arrangement if this is necessary.

Communicating with you: for the purpose of the Data Protection Act 1998, the Owner is the sole data controller of all personal data supplied by Clients and prospective Clients. It may be necessary to pass on some contact information to individuals who are responsible for the maintenance of the property and the arrangement for your stay (housekeeper...) Unless specifically asked not to, the Owner may use your e-mail address to send newsletters or to provide information on posting reviews.

Booking Conditions: These booking conditions supersede all previous versions and any previous course of dealings between the parties.

Breach of Conditions: The person making the booking is responsible for the property during the stay and for ensuring that Guests observe all aspects of their obligations. The property may only be occupied overnight by a maximum of four people. The Owner reserves the right to refuse or terminate, without refund, any booking where there is considered to be a breach of these Terms and Conditions or to demand compensation from the Clients in the event of damage loss or breakages.