

## **TERMS AND CONDITIONS**

- 1. The property known as Sandylands, Sunny Corner Lane, Sennen, Penzance TR19 7AX (the Property) is offered for holiday rental subject to confirmation by Mr Gardner & Miss Newell (the Owner) to the renter (the Client).
- 2. To reserve the Property, the Client should complete the booking form indicating acceptance of these Terms & Conditions and submit it together with payment of the initial non-refundable deposit (25% of the total rent due). Following receipt of the booking form and deposit, the Owner will send a confirmation to the Client by post or e-mail accepting the booking.
- 3. The balance of the rent together with the security deposit is payable not less than eight weeks before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give written notice by post or email that the reservation is cancelled. The Client will remain liable to pay the balance of the rent unless the Owner is able to re-let the Property. In this event, clause 6 of these Terms & Conditions will apply.
- 4. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking.
- 5. Once the balance has been paid the Owner will send arrival details to the Client by post or email, including arrangements to find the key and the cleaners phone number in case of any problems.
- 6. Subject to clauses 2 and 3 above, in the event of cancellation by the Client, a refund of the balance of the rent paid will be made if the Owner is able to re-let the Property and any expenses or losses incurred in so doing will be deducted from the refundable amount.
- 7. The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) providing full cover for all members of the party and their personal belongings, public liability etc., since the Owner shall not be responsible for any injury, loss or damage suffered by a member of the party and such risks are not covered by the Owner's insurance policy.
- 8. Any chargeable expenses arising during the rental period should be settled locally with the Owner's representative before departure.
- 9. A security deposit of £200 is required. However, this amount shall not limit the Client's liability to the Owner. Any breakages, damages not due to normal wear and tear and any unusual cleaning costs will be deducted from the security deposit. The Owner will account to the Client for the security deposit and refund the balance due normally within two weeks after the end of the rental period.
- 10. The rental period shall commence at 3p.m. on the first day and finish at 10:30am on the last day. The Owner shall not be obliged to offer access to the Property before the time stated and the Client shall not be entitled to remain in occupation after the time stated.

- 11. The maximum number to reside in the Property must not exceed 5 plus 1 baby, unless the Owner has given written permission.
- 12. The Owner will accept one or two well-behaved dogs for an extra fee of £20 per dog provided the Client has the Owner's consent. Any Client with a dog must take special care to leave the cottage as they found it including removing any dog mess from the garden. Clients with dogs also agree to be considerate of neighboring properties and not allow their dogs to roam or make undue noise.
- 13. Sandylands is a **NO SMOKING** house. The Client agrees that no one in his or her party will smoke inside the house.
- 14. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in a clean and tidy condition at the end of the rental period, including cleaning and emptying all fridges, cleaning the cooker and removing all rubbish and recycling. Although a final clean is included in our prices, the cleaner has quite a short time before the next renters arrive. If extra cleaning time is found to be necessary because the house was not left as found, then the Owner reserves the right to make retention from the security deposit to cover additional cleaning. This also applies to any dog mess left in the garden after your stay.
- 15. The Client agrees not to act in any way that would cause disturbance to residents in neighboring properties.
- 16. The Client shall report to the Owner's agent without delay any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property or garden, and the Owner will make arrangements for repair and/or replacement will be made as soon as reasonably possible. If defects are not reported, there is a chance that any damage may be deemed to have been caused by the Client.
- 17. The Client shall observe the safety advice and rules in these Terms & Conditions and in the guest handbook held in the Property.
- 18. The Owner shall not be liable to the Client:
- 18.1 For any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery or appliances in the Property or garden.
- 18.2 For any loss, damage, or injury which is the result of adverse weather conditions, riot, war, terrorism, industrial disputes or other matters beyond the control of the Owner.
- 18.3 For any loss, damage or inconvenience caused to or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period and, in any such event, the Owner shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.19. Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.