

# BOOKING FORM

Please complete this form and send it to: Harbour Holidays Ltd, 1 North Quay, Padstow, Cornwall PL28 8AF

Please reserve the accommodation called:

From **3pm** Thurs/Friday/Saturday/Sunday  2008 to **10am** Thurs/Friday/Saturday/Sunday  2008\*

\*unless stated differently on the property description

For  ladies  gentlemen  children

Name(s) of adults please include age if under 18 years of age

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Name(s) and ages of children

please check that the property you have booked is not an 8+ or 12+ if you have very young children

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Please include any dogs/pets

<input type="text"/>	<input type="text"/>
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Total rent <b>£</b>	20% deposit enclosed <b>£</b>
	OR Full payment enclosed <b>£</b>
	For Sunnyhill & Sundance Dog fees at £20/week/dog <b>£</b>
	For Marine Villas Dog fees at £10/week/dog <b>£</b>
	<b>TOTAL £</b>

**NB:** Damage deposit: If you are paying by debit/credit card we can keep your details on file by way of a damage deposit until the property is vacated. Alternatively you may send a cheque for £100/week. Please only send this through if you are paying in full or you are paying your balance. Do not send it with the deposit. The damage deposit cheque will not be returned but destroyed as long as the property has no breakages or damage.

Due to properties being left in a mess on departure there will be a cleaning charge if properties are not left as they were found.

**P.T.O.**



# TERMS & CONDITIONS FOR HIRE OF HOLIDAY ACCOMMODATION

## 1. The Definitions

In these conditions the "Agents" shall mean Harbour Holidays Limited (HH) acting as letting agents on behalf of the property owners; "The Owners"; in letting to the holiday maker. "The Tenant" shall mean the person who signs the booking form and any other person named in that form as the proposed tenant.

## 2. The Contract

The contract entered into is between the Tenant and the Owner. The contract is not effective until the required payment has been received and confirmation sent from HH to the Tenant.

## 3. Booking

Bookings can only be accepted from Tenants over 18 years of age and will be made strictly in order of deposits received. The Tenant who signs the booking form certifies acceptance of the conditions on behalf of all persons included on the form. Sub letting or assignment will not be permitted except by special agreement and only the number of persons stated when booking will be accommodated in the property. The Owner reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

## 4. Reservation

Provisional bookings can be accepted by telephone and must be confirmed within seven days by the receipt of a booking form and the required deposit. Provisional reservations will be cancelled after seven days without further reference. To secure a reservation you must complete the booking form and send a deposit of 20% of the total tariff for the period booked. The balance must be paid by the Tenant no later than 6 weeks before arrival together with a Damage Deposit of £100 per week per property. Reminders will not be sent out. If the balance is not received within the time specified HH reserves the right to cancel the booking and retain the deposit as a cancellation fee. Bookings made within six weeks of the start of the holiday require payment in full at the time of booking.

## 5. Payment/Cancellation

Once a booking is confirmed the Tenant is responsible for the total cost of the holiday. Where the Tenant gives Credit Card details to the Agent to make a payment of a deposit then it is agreed between the parties that in the event of cancellation the Agent may debit the Tenants Credit Card with the full amount of the holiday less an allowance for any deposit already received. In the event of cancellation by the Tenant the agent will endeavour to re-let the Property and if successful will refund any monies paid less a cancellation fee that is 20% of the total cost of the holiday.

## 6. Cancellation Insurance

The Agents are unable to provide Cancellation Insurance and this is not included in the rental. Therefore we strongly recommend that Holiday Insurance is taken out independently by the Tenant as soon as the deposit is paid.

## 7. Booking Alterations

After a contract has been concluded, any request for the Tenants for changes in the Contract will be subject to the agreement of the Owner. A request by the Tenant for transfer of a booking to another property will be treated as cancellation of the original reservation. If for reasons beyond their control the Agents have to cancel or alter arrangements made for the Tenant they will make every effort to offer an alternative property if one is available. If the Tenant does not accept the alternative offered The Agents will return to the Tenant any monies paid, where upon Agent's / Owner's liability will cease.

## 8. Damage, Loss and Nuisance

The Tenant agrees:

8.1 To pay a Damage Deposit of £100 per week per property, which is destroyed only if the property is returned in a similar condition to that in which it was taken on (if deposit is paid by cheque it will be held and destroyed if property is left as it was found). Or to make payment of the rent by Credit/Debit card, the details of which will be kept on file, and from which damages/breakages can be deducted.

8.2 That the supervision of children, babies, dogs and adults requiring care remain the responsibility of the Tenant at all times.

8.3 To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied.

8.4 To pay for any damage or loss however caused, excluding reasonable wear and tear incurred during the occupation.

8.5 Not to cause nuisance or annoyance to occupants of nearby property.

8.6 To allow reasonable access to the property by the Owner or HH if it is deemed necessary.

8.7 If in the opinion of HH any Tenant is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by HH as discharged and the Owner may repossess the property immediately. The Tenant will remain liable for the whole cost of hire and no refund shall be due.

## 9. Occupancy

Accommodation is available from 3pm on the day of arrival and must be vacated by 10am on the day of departure unless special arrangements have been made or it states a different occupancy time in the description. The number of persons occupying a Property may not exceed that stipulated in the Agent's brochure or Web site.

## 10. Services

The Tenant is responsible for the payment of all charges for the supply of electricity, gas, fuel or telephone services in respect of his or her tenancy/occupation except where it is specified that they are included.

## 11. Damage Deposit

### Payment by cheque/cash

The Tenant will pay a Damage Deposit of £100 per week by cheque, made payable to Harbour Holidays Ltd, that must be sent with the balance payment 6 weeks before the start of your holiday. The Tenants must report to the caretaker or HH any damages or breakages that occur during their stay. An appropriate charge will be made for repair or replacement, this will be taken out of the Damage deposit. In the event of any damage the cheque will be paid in immediately and any balance remaining will be returned to the Tenant. The Owner or Agent reserve the right of access for the purpose of checking the building and contents before departure. Out going Tenants are asked to leave the premises in a clean and tidy condition or a cleaning charge will be levied and deducted from the Damage deposit.

The Damage Deposit cheque will be destroyed within 7 days of departure, in the event of no damages or breakages being found when the property is vacated.

### Payment by Credit/Debit Card

The Tenant agrees to the Agent keeping the details of the Credit /Debit Card by way of a damage deposit and to the Agent deducting any monies required to cover the cost of damages or breakages. The details will be destroyed following the successful completion of the Tenancy.

## 12. Lost Property

The Owner will not be responsible for any items of personal property left in any of the Properties. If, at the conclusion of a tenancy, any personal property of the Tenant(s) remains in the Property the Agents will notify

the Tenant. A charge may be made for its return and a postage and packing fee will be made.

## 13. Liability

No liability is accepted by the Owner or the Agent in respect of damage to, or loss of, personal property. As the Agent acts only as agent for the Owner, the Agent cannot accept liability for any act(s) or omission(s) of the Owner, or anyone representing or employed by the Owner. Further the Agent cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owner.

## 14. Breakdowns

Electric and other failures must be reported immediately to the Agents, and Tenants must not attempt to effect repairs themselves. We cannot be held responsible for the failure of gas/water and electricity utility companies.

## 15. Complaints

If in the opinion of the Tenant there are grounds for complaint, it is the duty of the Tenant to notify the Owner, Agent, or Caretaker immediately or as soon as reasonably possible and in any event before departure to allow remedial action to be taken. It is specifically agreed that failure by the Tenant to notify the Agent of any complaint in accordance with the timescale set out in the previous sentence will prejudice their claim irrespective of its merits. If it is agreed that failure to give prompt notice of a complaint in accordance with this clause may be taken into account by a court in determining liability or assessing compensation.

## 16. External Factors

The Owners cannot be held to account for any disturbance caused by holiday fairs, fetes, events or festivals occurring during the letting season or building works in the vicinity or on neighbouring properties.

## 17. Amenities

Any Amenities provided by the owners must be used safely. If the Tenant is unsure of the safe and proper use of any amenity advice should be obtained from the Agents, in the mean time the Amenity should not be used. The Owner will not accept any liability resulting from the misuse of any Amenity.

## 18. Pets

Unless expressly agreed no pets are permitted in any of the properties. They are accepted subject to the Pet's owner accepting liability for any damage they may do to the property. Pet owners are expected to bring suitable bedding for their animals. Any Tenant who takes a pet into the property without permission is in breach of Contract and The Agent or Owner have the right to terminate the booking forthwith and to retain all the monies paid by the Tenant.

- Pets must not be allowed on the furniture or in bedrooms
- If they foul in the garden it must be cleaned up immediately (charges will result if this is not done).

## 19. Tenants Obligations

The Tenants agree:

- To treat the property they are renting with respect and take good care of the property during occupation and to leave it clean & tidy at the end of their stay.
- To pay the cost of any damage they have caused to the property. This is irrespective of whether any damage deposit paid is sufficient to cover this. This includes repairs, replacements, extra cleaning, stain removing etc. For minor damage such as breakage of glasses, bowls etc should be rectified before leaving either replacing with a similar piece or leaving some money when you return your keys.
- To leave the property secure, locking all doors and windows.