

Seashells rental terms and conditions (from 08/04/2020)

Property address: Seashells, 16 Kingsley Cove, Sandy Road, Porthtowan, Cornwall, TR4 8UD.

For the purposes of these rental terms and conditions the words 'we' and 'our' refer to the owner of Seashells apartment, Porthtowan, and the words 'you' and 'your' refer to the guest.

Required information:

We will need your postal address and the names (and ages if under 18) of everyone who will be staying at the apartment, for legal reasons and as a fire safety precaution. If we do not receive this information within 5 days of the booking being made we will cancel the booking. In this case the cancellation policy below will apply.

Arrival/departure time:

Arrival time is after 3pm and departure is before 10am. We reserve the right to delay the arrival time until no later than 4pm in the unlikely event that we cannot prepare the apartment in time for your earlier arrival due to unforeseen circumstances (eg if the previous guest has left the apartment in a state of disrepair/significant uncleanliness).

Maximum occupancy:

The maximum number of guests is 4 (plus 1 infant in a travel cot. A travel cot is provided).

Pets:

Pets are not allowed in the apartment.

It is agreed between the guest and the owner that:

- Guests do not smoke or vape in the property;
- No damage is done to the property or its contents, beyond normal wear and tear. Unreasonable damage will be charged to the guest and claims will be pursued through the small claims court if necessary;
- Use of the telephone is kept to a minimum for convenience and emergencies. Excessive use of the telephone will be charged to the guest and claims will be pursued through the small claims court if necessary;
- All debris, rubbish and discards are placed in the appropriate rubbish/recycling bin and soiled dishes are washed, dried and put away before departure;
- Used bed linens and towels are placed on the floor and clean ones on the beds to avoid unnecessary laundering;
- Bed linen and towels are not taken from the apartment;
- All keys are placed in the key safe on departure;
- All charges accrued by guests during the stay are paid prior to departure;
- Early arrival or late departure does not hinder cleaning of the apartment for the next guest;
- The guest will allow the owner access to the property at all reasonable times for purposes of essential repair and maintenance, in an emergency or to check that booking conditions are being adhered to.

Reasonable condition of cleanliness and repair:

If you do not find the apartment in a reasonable condition of cleanliness and repair upon arrival, you must notify us immediately of problem. If you have any problem with the apartment during your stay, we should be notified as soon as possible. We will not be held liable for issues or inconveniences we are notified of after your departure.

Limit of liability:

We will not be liable for issues or inconveniences arising from circumstances outside our control such as (but not limited to) loss of power, water or internet connection to the property or damage to the property caused by adverse weather conditions, although every effort will be made to put them right during your stay if you inform us of them promptly.

Excess sand:

Every effort must be made to avoid washing sand down the drains as it may cause blockages. Wet suits and other beach equipment must not be washed off in the bath/shower or sinks. A tub of water is provided for rinsing these items outside.

Consideration of our neighbours:

You must respect and show consideration for our neighbours at all times. For example, you must not do anything that would be considered excessively noisy or disruptive, park inconsiderately or be rude to our neighbours.

Inclusive fees:

The following is included in the rental price for the apartment: Bed linen for all beds; one hand towel and one bath towel per guest; **reasonable** amounts of electricity and water for the length of your stay; one hand towel, one bath mat, one non slip mat, 2 toilet rolls and hand soap for the bathroom; tea towels, dishcloth, washing up liquid and oven gloves for the kitchen; a starter amount of tea, coffee and sugar and milk; minimal use of the telephone for convenience and emergencies; unlimited use of wi-fi; all other advertised features of the property.

Bed linens and towels must not be taken from the apartment. Guests must bring their own beach towels. Use of the telephone must be kept to a minimum for convenience and emergencies as mobile signal is poor in Porthtowan. If unreasonably excessive use of the telephone, electricity or water is made, this will be charged to the guest and claims pursued through the small claims court if necessary.

Payment terms:

A reservation deposit of 30% of the booking fee is required at the time of booking, with the balance payable 56 days (8 weeks) before the arrival date. Payment in full is required if the booking is made within 56 days of the arrival date.

Payment methods:

Payment is by credit card (either through an online travel agent or via an online payment link which we will email to you), personal cheque (payable to Mrs J Davies and posted to 7 Church Park, Bodmin, Cornwall, PL31 2BU) or bank transfer (account number 10924866, sort code 11-00-88).

Late payments:

If either the reservation deposit or the final payment is more than 24 hours late, we reserve the right to assume you wish to cancel your holiday, and to apply the guest cancellation policy below. This is to protect us against non-payment and to allow us a reasonable amount of time to re-advertise/re-book the property in this case.

Cancellation policies:

If all monies due to us are paid on time, we will only cancel your holiday if we are unable to make the apartment available for your use due to exceptional circumstances, for example (but not exclusively) fire, flood, natural disaster or pandemic. In this case we will refund you in full all monies previously paid to us by you.

If you (the guest) cancel your holiday for any reason, any monies (deposits and final payments) you have paid to us are non-refundable. The exception to this is if we are able to re-let your dates, in which case we will refund you the monies you have paid to us, minus any loss we have suffered from a lower replacement booking value than yours and an admin fee of £30. We reserve the right to lower the price of the booking at our discretion to give us a better chance of re-selling it at short notice, even if this means you may receive a lower reimbursement of your payment(s). **We strongly recommend that you take out holiday insurance against any circumstances that may give you cause to cancel and forfeit your payment/s.**

COVID-19 policy:

We will, and require you to, adhere to current government advice/instructions regarding Covid-19 at the time of your booking. **In particular, you must not come to our apartment if you are aware or suspect you have been exposed to the virus and must therefore self-isolate at home at the time of the booking.** If you need to cancel your booking for this reason, we will offer to rebook your stay for a later date at the advertised price for that date, or at the same price as your original booking if you choose the same price bracket for your new booking in the following year. If we resell your cancelled stay we will offer you a refund as described under our guest cancellation policy above as an alternative to your rebooking. If neither of these options are suitable (eg if you are not in a position to rebook and we cannot resell and refund or can only partially refund your booking), you may wish to claim on your travel insurance for the value of your stay.

If you become ill with Covid-19 symptoms, or become aware you have been exposed to the Covid-19 virus during your stay, you must inform us and either self-isolate at the apartment and seek a test or leave the apartment for home immediately (if able). If the test is negative, you can continue your holiday. If the test is positive, you must then leave the apartment for home immediately (according to government advice).

If your holiday is cut short for this reason, we will offer the proportional value of the unused portion of your stay, after the cleaner's fee has been subtracted, towards a further booking with us. If you choose the same price bracket in the following year for your further booking, the rental fee will be the same as for your original booking, otherwise it will be at the

advertised price. Alternatively, you may wish to claim on your travel insurance for the value of your stay.

If you are too unwell to leave the apartment, you must bear the cost of any extended stay (according to government advice). We will assist you in any way we reasonably can to seek medical advice, obtain supplies and make your stay more comfortable.

Rate changes:

Rates are subject to change without notice. However, your rate is considered confirmed and guaranteed at the time of your first payment.

Falsified reservations:

Reservations obtained under false pretence are subject to forfeiture of any advance payment and the party will not be permitted to check in.

Breach of terms and conditions:

If any of these terms and conditions are breached by you, we reserve the right to ask you to leave the apartment immediately. This will be treated as a guest cancellation and the guest cancellation policy above will apply.

Written exceptions:

Any exceptions to the above mentioned policies must be approved in writing in advance.