

Seashells rental terms and conditions

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:

Unfortunately pets are not allowed in the apartment due to the restrictions on our leasehold agreement. We reserve the right to cancel a booking and if necessary remove guests from the property if they breach this condition. In this case the cancellation policy below will apply.

It is agreed between the guest and the owner that:

- Guests do not smoke 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 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. In the event of an emergency, or if we cannot be reached, please notify Paul Hogarth next door at number 14 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. Similarly while every effort is made to avoid foreseeable issues or inconveniences arising, we will not be liable for those caused by circumstances we could not reasonably have foreseen.

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.

Inclusive fees:

The following is included in the rental price for the apartment: Bed linen (except for the travel cot) 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; 2 tea towels, one dishcloth, one washing up sponge and oven gloves for the kitchen; washing up liquid, olive oil, malt vinegar, salt and pepper for the kitchen; a starter amount of tea, coffee and sugar and 2 pints of 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 cancel the booking, in which case the cancellation policy below will apply. 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.

Cancellations:

In the unlikely event of you needing to cancel your booking, or us cancelling due to non-payment of the deposit or final payment, the reservation deposit is non-refundable unless we can re-let your dates (fairly likely depending on your dates), in which case it will be refunded less any difference in the rental fee we are able to achieve from the replacement booking and a £20 admin fee.

Cancellations within 56 days (8 weeks) of arrival will forfeit the full payment. If we are able to re-let the apartment we will refund you the portion of the rental fee that we are able to recover from the replacement rental less a £20 admin charge. **We recommend that you take out holiday insurance against any unforeseen circumstances that may give you cause to cancel and forfeit your payment/s.**

If we are unable to fulfil the booking due to exceptional circumstances that we could not have reasonably foreseen, we reserve the right to cancel the booking, in which case we will refund you in full all monies previously paid to us by you.

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.

Written exceptions:

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