

## **BOOKING TERMS & CONDITIONS FOR 9 GREAT CLIFF, DAWLISH**

Great Cliff is the name of the property to rent, which is a first floor apartment situated at 9 Great Cliff, Marine Parade, Dawlish, South Devon, EX7 9EX (the Property). Bookings are handled by Stirling Business Solutions Ltd (the Agents) at C/O 7 Lavington View, Bridgnorth, WV15 6BJ and the property is owned by Western Ranger Ltd (the Owners). Clients applying to the property are referred to as "theTenants". Any contract is between the Tenants and the Owners.

**Insurance:** Tenants should make their own arrangements for holiday insurance.

**Bookings:** Full week stays are only permissible during July and August. Prices for short breaks are discounted against full weeks except for July and August.

**Keys:** A person from the Management Services Company will meet you at the apartment at a mutually convenient time to hand over a set of keys for the duration of your holiday and will explain the security system. The front door must be locked from the outside, whenever leaving the property unattended and locked from the inside when staying at the property. The key must be left at the apartment on the day of departure by locking the door from the outside and posting the key through the letterbox.

**Payment:** Payments are normally made in advance by cheque, with cheques made payable to "Western Ranger Limited" and sent to: Western Ranger Ltd, c/o 7 LavingtonView, Bridgnorth, Shropshire, WV15 6BJ. If a booking is made six weeks or more before the tenancy is due to start, it must be accompanied by a deposit of one third of the rent. If a booking is made less than six weeks before the start of the holiday, then the full rent must be made at the time of the booking. Once the booking has been accepted by the Agents, the Tenants are liable for the balance of the payment of rent, six weeks before the start of the tenancy. The deposit is non-refundable. If cancellation of the booking is made six weeks or more before the tenancy is due to start, the balance will be cancelled. If cancellation is made less than six weeks before the start of the holiday, the balance is payable in full. You are strongly advised to take out Holiday Insurance with cancellation cover. In the event of your holiday being double-booked due to timing of confirmation and an alternative date not being suitable, any money received including any deposit, will be refunded in full.

**Tax & charges:** The Owners of 9 Great Cliff are not VAT registered and no tax is payable by the Tenants. Payments may be made by cheque, BACS or by cash by registered post. Any charges incurred by the Agents for handling dishonoured cheques or recovering debts, will be passed on to the Tenants who are liable to reimburse the Agents within 7 days of notification of same.

**Arrival & Departure Times:** Bookings commence at 3.00pm on the first day of your holiday and end at 10.00am on the day of departure.

**Pets:** Pets are not allowed at Great Cliff, within the Apartment or in any of the communal areas, used by other residents.

**Linen:** Bed linen is included in the price and beds will be made up on arrival. Towels (not beach towels) are included.

**Fuel costs:** All gas and electricity costs are included in the booking price.

**Smoking:** This property is non-smoking.

**Parking:** Private parking is available with one car space allocated –space “9”. Pay and Display parking is available on Marine Parade and elsewhere in the town. Please do not park in any other spaces reserved for other residents.

**Condition of Property/Inventory:** Before you arrive at Great Cliff, the property will have been cleaned and the inventory checked. Discrepancies should be reported within 24 hours of arrival to the Agents, the inventory will otherwise be deemed to be correct. Losses, damages or any cleaning necessary over and above normal servicing, will be invoiced to you following departure.

**Web Site/Brochure Descriptions:** The Agents reserve the right to amend prices quoted on the Web Site or in any brochure, due to errors or omissions, or changes in fuel rates. Photographs may be representative and the interior may be altered or changed from time to time with improvements or for maintenance. Changes to the outside of the property are unlikely but not under the control of the Agents or Owners.

**Liability:** The Agents do not accept liability for any act, neglect or default on the part of the Owners or any other person not within their employ, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property, which the Tenants or anyone connected with the letting may incur. We reserve the right to provide alternative accommodations or cancel owing to unforeseen circumstances beyond our control. If for any reason beyond the Owners control the property is not available on the date booked (owing to fire damage for example) or the property is unsuitable for holiday letting, all rent and charges paid in advance will be refunded in full but the applicants shall have no further claim against the Owners or Agents.

**The Tenancy:** The Tenancy confers upon the Tenants the right to occupy for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988. The Tenants agree: (a) To pay for any losses or damage to property however caused (reasonable wear and tear excepted). (b) To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. (c) To permit the Owners and Agents reasonable access to the property. (d) Not to part with possession of the property or share it except with members of the party as shown on the booking form. In no circumstances may the number of people exceed 4. (e) Not to cause an annoyance or become a nuisance to occupants of adjoining apartments, within or outside of the building. Disclaimer: The property is used entirely at your own risk. Parents should ensure that their children are properly supervised.

**Authority to Sign/Agree:** The person who signs or accepts the booking form declares that they are over 18 years of age and certifies that he or she is authorised to agree the Terms and Conditions on behalf of all persons included on the booking form, including those substituted or included at a later date. He or she takes responsibility for the party occupying the property. Governing Law & Jurisdiction:

The contract is deemed to have been made at 7 Lavington View, Bridgnorth, Shropshire, WV15 6BJ. The validity, construction and performance of this Agreement shall be governed by English Law. The Tenants submit to the exclusive jurisdiction of the English Courts.