

# Heysham Retreat



## Terms & Conditions

### Welcome..

#### Your Booking

You agree that no liability can be accepted by the owner for any expenses, costs, losses, claims or other sums of any description which relate to any activity, howsoever suffered or incurred by you.

All bookings are subject to availability. The party leader must be 18 years or older at the time of the booking. The written confirmation (including electronic confirmation) to you signifies that the owner has entered into a contract with you subject to these conditions. Please let us know immediately should the details be incorrect.

The owners shall have no liability for any death, personal injury or loss/ damage to personal property unless as a result of negligence in their respective responsibilities.

#### Booking/Payment

When you book Heysham Retreat a non-refundable deposit of 25% of the total stay is required within 72 hours or the booking will automatically be cancelled. The balance of the holiday cost is due 6 weeks prior to the date of arrival along with £50 breakages/damages security deposit- this will be fully refunded upon your leaving of Heysham Retreat if in a similar and satisfactory condition to which you found it. If Heysham Retreat is not found in a satisfactory condition, deductions will be made to recover the value of any damages/ breakages/ misplacements inflicted during your stay and to recover the cost of making these amends

We will confirm receipt of payment together with confirmation of the booking. We require the names, ages and address details of all persons that will be staying at Heysham Retreat.

For Cheltenham races week we will require a non-refundable deposit of 50% of the total stay within 72 hours of booking or the booking will automatically be cancelled. The balance of the holiday is due 12 weeks prior to the date of arrival along with £100 breakages/damages security deposit- this will be fully refunded upon

your leaving of Heysham Retreat if in a similar and satisfactory condition to which you found it. Otherwise, deductions will be made to the value of any damages/ breakages/misplacements inflicted during your stay.

We will confirm receipt of payment together with confirmation of the booking. We require the names, ages and address details of all persons that will be staying at Heysham Retreat.

#### Changes & Cancellations

We reserve the right to charge an administration fee of £25 for changes to confirmed bookings.

##### The following cancellation charges apply:

- » More than 56 days prior to arrival: Full deposit
- » 29-56 days: 50% of cost
- » 15-28 days: 75% of cost
- » 1-14 days: Total cost

We do not offer holiday insurance and you are advised to make your own arrangements as appropriate.

We do not expect to have to make changes to your booking but occasionally problems occur. If a significant change should occur then we will contact the party leader as soon as reasonably practical and where possible offer alternative accommodation. In cases where there is no suitable alternative or this is not acceptable to the party leader then we will refund any monies paid.

#### Your Holiday Property

Arrival times are after 3.00pm on the first day and departure before 10.00am on the last day. Please contact us a couple of days prior to arrival so we can confirm key collection procedures. If you fail to arrive by 12.00 noon on the second day without prior agreement then the booking will be treated as cancelled and no monies refunded. Prompt vacancy is necessary so we can prepare the property for the next guests. If you fail to vacate the property by 10am on the last day, we can at our discretion charge a late stay penalty of £20 for

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the first hour and £40 for the second hour. Failure to leave by noon will incur an additional charge equivalent to 1/7th of the cost of the weekly stay.

You and all your holiday rental party agree to keep the property clean and tidy and leave it in a similar condition to how you found it. Heysham Retreat is strictly no smoking; any evidence of smoking in the property will result in a penalty charge being charged of up to £100 plus 1 weeks rental. While this may seem harsh, we may have to cancel the next weeks bookings and refund monies to the next guests if the smell of smoke cannot be eradicated and we need to clean soft furnishings, carpets etc.

Furthermore no commercial purpose is allowed. Assignment, sub-letting or occupation by persons not previously accepted by the company on behalf of the owner is also not permitted.

Cleaning charges will apply if the property is not left in the condition it was found.

You are responsible for the actual costs of any breakage or damage to the property and equipment along with any resulting costs (this will be deducted from security deposit). If you fail to advise us of any breakages we reserve the right to charge an administration fee of £25 in addition to the cost for repair/replacement.

At our absolute discretion and usually as a last resort we may refuse to hand over to you, or repossess, the property if we reasonably believe that damage is likely to be caused, has been caused or is being caused by you or any member of your holiday party. These circumstances will be treated as a cancellation.

Unless agreed and confirmed in writing, you must not allow more people to occupy the property than the maximum occupancy of 4 people, you must not significantly change the party composition during your stay or bring pets into the property. These items could lead to refusal of entry or repossession as in the paragraph above. The owner or their representatives should be made aware of the total number of guests occupying the property.

You must allow the owner and their representatives (including workmen) access to

the property at reasonable times during your occupation, in case of emergency the owner is entitled to enter the property without giving notice.

### Liability & Force Majeure

Except where otherwise expressly stated in these conditions, the owner shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the owner to perform or properly perform any of their respective obligations to you which is due to any event or circumstance beyond the reasonable control either of the owner or the company

("Force Majeure"). In appropriate cases the owner, will refund all monies paid for your booking.