



Terms and Conditions

Any reference to 'us', 'we', 'our' or 'the Owners' in these booking conditions refers to the Catling brothers. "You" or "your" are references to the person making the booking and all members of the holiday party. So that you understand the basis of the contract between you and us when you book your accommodation, we have laid out as clearly as possible the conditions on which your booking is made. Nothing in these conditions affects your normal statutory rights.

1. Your booking

Please note that until you have asked for a booking form your dates may be taken by another customer.

Once you have asked for a booking form we will assume that you intend to complete the booking and will then reserve your dates, making them unavailable to anyone else. It is therefore important that if you change your mind about the booking you let us know immediately so we can make the dates available to other potential customers.

The person making the booking must be at least 21 years old when booking the accommodation and will be treated by us as 'party leader'. We will accept your booking on the understanding that you will be resident in the property for the duration of the booking and that you take responsibility for any minors also using the flat. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you or members of your party. Once you have signed and returned the booking form we enter into a contract with you, the party leader, which is subject to these Terms and Conditions. Any disputes or queries will be between the party leader and the Owners. The party leader will assume responsibility for the whole party and the compliance with these rules of all party members. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us. When your booking confirmation is received, the details must be checked carefully. If anything is not correct you should tell us immediately. You may not add to the party size stated on your booking form without prior consent from the Owners.

2. Paying for your accommodation

We normally request payment by cheque or bank transfer. We cannot accept direct credit/debit card payments but it is possible to pay by Paypal subject to a handling fee to be confirmed by us depending on the size of the transaction. Money transfers from outside the UK will also incur a bank handling charge.

If you book more than 6 weeks before the date of your holiday a £50 deposit is payable either by cheque or transfer within two weeks of our sending a booking form. We also require you to sign one copy of the booking form and send it back by post or email within two weeks. Cheques should be made payable to Mr D. Catling. Once the payment is cleared your booking becomes binding and we will send you an acknowledgement by post or email as a receipt for your deposit. We must receive the balance of the booking cost plus an additional £50 breakage deposit no later than 6 weeks before your arrival date. If you book less than 6 weeks before the arrival date, we request that you return the signed form and send full

payment, including the breakage deposit, within one week of our sending you the booking form or sooner if it is a very late booking.

Once final payment is cleared we will send you written confirmation with the access code to the flat and general information about the accommodation.

If any payment is not made within the specified time we reserve the right to let the flat to another customer. If your bank returns your payment to us unpaid, we reserve the right to make an administration charge of £25 and to re-let the flat to another party until a valid payment is received from you.

3. Cancellation of booking by you

If you need to cancel your booking after sending the booking form and payment you must contact us as soon as possible by telephone in the first instance and then in writing. The booking deposit is non-refundable under any circumstances. However, should you need to cancel after paying the full amount we will make every effort to re-let the property. If we are able to re-let at the same price any monies other than the booking deposit will be refunded to you. If we are only able to re-let at a reduced price that amount less the booking deposit will be refunded. If we are unable to re-let at all the full balance will be retained by us.

3a Changing the date of a booking

If you wish to change the booking date you will have to cancel the original booking and the normal cancellation policy will prevail regardless of any subsequent booking made.

4. Cancellation of booking by us

If we have to cancel your booking for any reason you will be refunded the full amount of the booking, including deposits. If, in an emergency or in circumstances such as those described in Clause 5 we have to terminate your holiday early, you will be refunded part of the booking fee based on the time remaining of your booking. No additional compensation will be payable.

5. During your stay

You can arrive at your accommodation any time after 3pm on the start date of your holiday and you must leave by 10am on the last day. These times can sometimes be varied depending on circumstances. The Owners are entitled to refuse to hand over the accommodation to you if they reasonably believe that any damage, nuisance or non-compliance of any sort is likely to be caused by you or your party. They may also repossess the accommodation without notice if they become aware that damage, nuisance or non-compliance has taken place, including smoking or excessive noise (see below.) You may not allow more people than you have indicated on your booking form to stay in the accommodation without the prior agreement of the owners, nor may you significantly change the makeup of the party during the duration of your stay. You may not carry out any form of trade or business from the property, nor may you sub-let any part of the building.

The property is entirely non-smoking and you agree not to smoke in any part of the building, on the front steps or on the frontage adjoining Porthmeor Road. If evidence of smoking is detected on the premises you will forfeit your breakage deposit and may be charged for specialist cleaning.

Noise: The flats are in a quiet residential area and you must pay due consideration to all the neighbours in the building, the basement below and in the street generally and avoid late-

night noise (after 9pm.) We may treat contravention of any of these rules as a cancellation by you and Clause 5 will apply. You must allow the Owners or any representative of the Owners access at any reasonable time during your stay.

Failure to comply with the above environmental terms may result in termination of your stay and/or retention of your breakage deposit.

6. Parking

There is no parking at the flat. The nearest long stay car park is the Island Car Park, about 100 yards up the road.

7. Pets

Porthmeor Beach Flats have a strict No Pet policy which is non-negotiable.

This is for health/allergy reasons. If a pet is found on the premises you will be required to remove it immediately and may be charged for specialist cleaning. We are however unable to guarantee a 100% allergen-free environment.

8. Key

We have a combination pad on the door for day-to-day use and a key which between lets is kept in a key safe next to the door. The key to the flat should be kept in a safe place at all times and then returned to the keysafe on departure with the dials altered to lock it. Neither the key nor any code should be given to ANYONE else other than those in your booking party. Should a key be lost then the price of a new lock and multiple keys will be billed to you. **Please avoid reading out either code within earshot of visitors, other tenants or passers-by.**

9. Damage to property

You are responsible to the Owners for the actual costs of any damage by you or your party to the flat or its fittings and for loss or breakage of any of its contents, along with any additional costs that may result. Losses or breakages must be communicated to the Owners no later than the day before departure so that this can be addressed quickly for the benefit of new holidaymakers. The costs may be deducted from your deposit, but are not limited to that amount. You may be billed for the difference between this and the actual cost of the repairs. If practicable we may agree to a like-for-like replacement of damaged or lost items. Note: Never use any chemical cleaners such as stain devils on carpets; tell us about the problem and we will try to deal with it. Irreparably damaged or stained carpets are always replaced.

Repairs: No repairs of any kind to the property or contents must be attempted by you or your party unless agreed in advance by the Owners. Any damage or defect must be reported immediately to the Owners.

10. Heating

The central heating switch can be found on the boiler in the window alcove at the far end of the kitchen, along with the timing clock. The main thermostat can be found on the wall at the front of the kitchen and the temperature of individual rooms can be adjusted by thermostatic radiator valves. You are free to use the heating but must turn it off on departure unless advised otherwise by the Owners.

11. Water

If the water is off the stop tap can be found in the cupboard below the kitchen sink. The water should be left on when you leave unless you are asked by us to turn it off.

12. On departure

You agree to keep the accommodation clean and tidy as found and leave it in a similar condition. The following basic level of cleanliness is required on departure; Crockery and cutlery washed/dried and put away, spills and stains removed where practicable (see Clause 9 re carpets), any furniture moved restored to original position, indoor bins emptied into wheelie-bins and bottles put into bins or taken to a bottle bank. Failure to meet this standard will result in a cleaning charge against your deposit. Missing items such as towels, linen, crockery and cutlery or any other item will also be charged against your deposit.

Failure to abide by any of the above terms will result in a charge set against but not limited to the amount of your breakage deposit.

13. Advertisements

The Owners aim to ensure that the information and descriptions provided are accurately conveyed, including any authorised third-party websites or advertisements. There may sometimes be small differences between the actual accommodation and its description as we are always seeking to improve services and facilities. Occasionally, unforeseen problems may mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practicable after we have been made aware of the situation. Similarly, we cannot accept responsibility for any changes or closures to local amenities or attractions mentioned in any of our promotional material.

14. Accidents, injury and personal property

The Owners shall have no liability to you for the death or personal injury to you or any member of your party. You must take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property.

15. Utilities

The Owners shall have no liability to you for any absence of or interruption to services such as gas, water, electricity or broadband that is outside their control.

16. Problems & Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any problem or cause for complaint it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return!