

LATITUDE 50

Terms and Conditions - Pipers End, Rock

The small print is never the easiest of reading, but it is, nevertheless, important. Our booking conditions describe our policies and procedures (and clarify the contractual relationship between you and the owner of the property).

General

Latitude50 is the trading name of Miss Jill Landeryou and Mr Richard Benton. The business is registered at Falcons, Rock Road, Rock, Wadebridge, Cornwall, PL27 6NW. VAT no: 942198017

Customers renting property through Latitude 50 are referred to as 'The Hirer'.

Latitude50 acts as agents for the owners of the property (hereinafter referred to as the 'Owner' or the 'Property Owner'. The rental arrangements are made by Latitude50 on behalf of the Owners and the contractual relationship is directly between the Owners of the property and the guests, The Hirer.

Method of Payment

Payments may be made by cheque, by credit card, debit card, or electronic bank transfer, postal orders or cash. Cheques should be made payable to 'Latitude50' and can only be accepted up to two weeks prior to the holiday (balance payments are due 6 weeks before the start of your holiday). Cash should always be sent by special delivery post. Post-dated cheques are not acceptable. Any charges raised against Latitude 50 by their bank for handling dishonoured cheques, bank transfers or any other payment, will be passed on to the Hirer who is liable to reimburse Latitude 50 within 7 days of notification from Latitude50. All payments by credit card will attract a surcharge of 2% of the transaction value which is non-refundable.

Overseas Bookings

Overseas Hirers may pay in Sterling drawn on a UK bank, Mastercard, Visa, or by international electronic transfer. Any charges for payments from overseas will be passed on to the Hirer.

The Holiday

The Hirer has the right to occupy a property for a holiday only (within the meaning of Schedule 1, para 9 of the Housing Act, 1988).

Booking Conditions

- 1. THE CONTRACT.** Latitude50 here in after referred to as 'The Agent' acts merely as a booking agent on behalf of the property Owner. The contract entered into is between the owner of the holiday accommodation and the holiday maker herein after referred to as 'The Hirer'. The contract is not effective until the required payment has been received and confirmation sent from the Agent to the Hirer. The Agent cannot be held responsible for the action of either party.

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2. **BOOKING.** Bookings cannot be accepted from persons under the age of 18 years or from parties where the majority of members are under 18 years or are students (except families or supervised groups). Further, no bookings can be accepted from single sex parties, irrespective of age. The number of persons occupying a property must not exceed the maximum stated in the current property description (Babies who do not occupy a bed are not counted as a member of a party). The person who signs the booking form will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions. The Agent reserves the right to decline any booking or to refuse to hand over a key to any person who is not considered suitable, or who has not complied with the booking conditions.
3. **BOOKING FEE.** A booking fee of £25.00 has been introduced to cover increased expenditure in accreditation, banking and insurance costs.
4. **RESERVATION.** To secure the reservation, complete all parts of the booking form, and send together with the deposit of 1/3 of the total cost of the holiday. The balance is payable 6 weeks before the holiday is due and it should be noted that reminders are sent out. If the balance is not received, the Agent reserves the right to cancel the booking without refund of the deposit and the holiday will be offered for resale. Any bookings made within 6 weeks of the start of the holiday require full payment at the time of booking.
5. **CANCELLATION.** A holiday booking is a legally binding contract. In the event of a cancellation for any reason, the Hirer will become liable for the full cost of the holiday. For this reason we strongly advise that the Hirer takes out independent holiday cancellation insurance when making a booking. It is a condition that we are notified immediately by telephone *and* promptly in writing of the circumstances giving rise to a cancellation as a phone call alone will not suffice.
6. **PRICES.** Prices quoted include VAT where applicable. The Agent reserves the right to charge the Hirer any increase on either of these or any other levy imposed by the Government which affects the price of the holiday.
7. **BOOKING ALTERATIONS BY THE HIRER.** Any alterations to a booking by the Hirer will be subject to an administration charge of £15. Any transfer of booking to another property will be treated as a cancellation of the original reservation. Any change in holiday dates will be subject to the agreement of the Agent and the Owner.
8. **BOOKING ALTERATIONS BY THE AGENT.** If for reasons beyond its control the Agent has to cancel or alter arrangements made for the Hirer it will make every effort to offer an alternative property of up to equal value to that of the property originally hired, if appropriate. If the Hirer does not accept the

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alternative offered, the Agent will return to the Hirer any monies paid, whereupon the Agent's liability will cease.

9. **DAMAGE, LOSS AND NUISANCE.** The Hirer agrees that the supervision of children, babies, dogs and any adults requiring care remains the responsibility of the Hirer at all times. The Hirer will be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied, in addition to any claim by the Owner or Agent for any other damage or loss. The Hirer will pay for any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. The Hirer agrees not to cause nuisance or annoyance to occupants of nearby property, and to allow reasonable access to the property by the Owner or Agent if they deem it necessary. The Agent can supply a cleaner during your occupancy if required, charged at local rates. If in the opinion of the Agent or Owner any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be discharged and the Owner may repossess the property immediately. The Hirer will remain liable for the whole of the cost of the hire and no refund shall be due.
10. **OCCUPANCY.** Occupancy shall be from 4pm on the day of arrival to 10am on the day of departure, unless special arrangements have been made prior to arrival (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this).
11. **SERVICES.** The Hirer must pay the agent for all telephone charges during occupation, unless supply is included in the tariff.
12. **DOGS.** In order to ensure that owners will continue to welcome dogs into their homes, the Hirer must undertake the following: a. There must be no more than two dogs at the property at any time. b. All dogs must be kept under strict control at all times whilst on the property. c. Any fouling of lawns, paths, etc. must be cleared up without delay. d. Dogs are only allowed in the downstairs tiled utility area of the interior of the house and must not have access to any of the living areas of the property. e. The Hirer must bring the dog's bed for it to sleep in. f. No dogs must ever be left in the property unattended. f.. A dog fee is charged of £25.00 per dog, up to a maximum of 2 dogs per booking.
13. **WOOD BURNING FIRE.** The Hirer is not permitted to use the wood burning fire place.
14. **LIABILITY.** Whilst the Agent makes every effort to ensure the accuracy of the property description, neither the Agent nor the Owners can be held responsible for any alterations made to the property or its amenities which are beyond its or their reasonable control. Neither the Agent nor the Owners can accept responsibility for any sickness, injury, loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property and its appearance, plumbing, gas, electrical or otherwise exceptional weather conditions or negligence. Further, no responsibility is accepted by the Owners or the Agent for the personal property (including pets), or the cars contents

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belonging to the Hirer or any member of the party during their occupancy. Neither the Owners nor the Agent shall be liable for any indirect or consequential damages or loss of profits. Nothing contained in this clause will limit the liability of the Owners for fraud or to the extent any such limit is invalid or unlawful under any applicable law, including in relation to personal injury.

15. **DAMAGE/CAUTIONARY DEPOSITS** The Hirer will be required at the time of making the final payment to provide the Agent with a cautionary/damage deposit of cleared funds of between £150 and £1000, which is property specific and advised prior to/on booking, as a deposit to cover damage, loss, or loss of rental as a result of the conduct of the Hirer or members of the Hirer's party. The Hirer is liable for the loss and damage caused to the property and contents to the full value of the Owners' loss even though the value of the loss a) may exceed the damage deposit and b) may not be covered by the Owner's insurance cover. It is also a requirement of the conditions of booking that the property is left in a clean and tidy condition at the end of the letting period. The Cautionary deposit will normally be refunded to the Hirer a week after departure provided that no damage has been caused to the property, its contents, fittings and fixtures. The cautionary deposit does not limit the Hirer's liability to damages. If the damage claim exceeds the cautionary deposit paid then the Hirer is required to settle this within 7 days of being notified of the total amount. If the Hirer wishes to claim the amount from any personal insurance-based scheme, then the Agent will provide all required documentation but the Hirer must personally settle the claim within the seven day term.
16. **USE OF UTILITIES. The Hirer undertakes to act reasonably in the use of water, electricity and oil fuel**
17. **BASIC STANDARD.** Our eclectic range of houses has been chosen by us and is supervised by us on a weekly basis. All are comfortably furnished and well-equipped with crockery, cutlery, cooking utensils, cooker, fridge, toaster, iron and ironing board, television, video, dishwasher, washing machine, microwave, Wi-Fi. All are centrally heated, unless otherwise stated. All are non-smoking. Please Note: Linen is included in the hire price of the house, but we do ask that you bring beach towels, in nearly all cases. You are advised to check details of individual properties at the time of making your booking.
18. **BIN LEVY/DOG FOULING LEVY.** We reserve the right to deduct a £40 charge in the event of having to clear, pick up or black-bag waste and rubbish, pick up dog mess, or where we have clean a BBQ that has been used by the Hirer.
19. **MISCELLANEOUS**
 - (a) The Owners shall be entitled to enforce each provision of these Terms and Conditions. No other person (other than the Agent for and on behalf of the Owners and at the Owners' instruction) who is not a party to these Terms and Conditions shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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- (b) These Terms and Conditions constitute the whole agreement between the parties and supersede any previous arrangements or agreements between them. (whether written or oral). No variation of these Terms and Conditions shall be effective unless in writing and signed by or on behalf of the parties hereto.
- (c) These Terms and Conditions, including any non-contractual obligations arising out of or in connection with these Terms and Conditions, are governed by English law.

We trust that you will have the best possible of stays but in the event of your having a problem, or a complaint, we ask that you phone us immediately on arrival, or within the first 24 hours, so that remedial action can be taken.