**Booking Conditions Beach Break House, St Ives**

* **Agreement** This Hire Agreement is made between the Hirer and the Owner and may not be assigned, transferred, sold or otherwise disposed of by the Hirer. The letting is made on the basis that the property is used for a holiday only and no rights to remain in the property exist for the Hirer or any members of the Hirer’s party.
* **Payment** For bookings made within 8 weeks of your holiday start date, the full amount plus damage deposit is required. For a booking made more than 8 weeks before the start of your holiday, a deposit of one third of the total rental cost is required. Payment of the booking deposit can be made by cheque, bank transfer or by card via PayPal. PayPal is not available for payment of the balance of the rental or for the security deposit. **Balance** Upon payment of the deposit and subject to acceptance of the booking, the Hirer becomes liable for the balance of the rent plus security deposit, 8 weeks before the holiday letting commences.
**Security Deposit £150** All bookings are accepted on the condition that the property is left clean and tidy and in a state that is suitable for occupation by the following hirers. The Hirer shall reimburse the Owner for the cost of any breakages, damage to the property or its contents or for any missing items or additional cleaning. The damage deposit will be returned normally within two weeks of your departure. The Owner will notify you if a retention has to be made due to any breach of the terms of these booking conditions or as otherwise provided for in these booking conditions. The property is checked by the Owner’s representative and damage to the equipment at the property or the property itself is fully chargeable to the Hirer. Liability is not limited to the deposit.
* **Cancellation** In the event that you notify the Owner in writing of the need to cancel (**stay@beachbreakstives.co.uk)**, the Owner will endeavour to re-let the property and if successful, will refund any monies paid less an administration charge. However, if the property fails to re-let at the full price, you will be liable for the total rent payable for the week(s) booked.
* **Personal Belongings** Personal belongings are at the Hirer’s risk and no responsibility can be accepted for loss of or damage to such items.
* **Insurance** It is recommended that you take out holiday insurance to cover the cost of cancellation, damage to personal belongings or other losses. The Owner accepts no responsibility or liability for any injury sustained, loss or damage to any person or property brought on to the property however caused.
* **Availability** Every letting is made on the understanding that the property is available for the dates requested. In the unlikely event that the property becomes unavailable through events arising out of the control of the Owner, the Owner may have to cancel the booking. You will be advised of such circumstances as soon as possible and the Owner will refund all monies paid in full but you, the Hirer, will have no further claims against the Owner.
* **Occupancy** The property may only be occupied by those persons named on the booking form. The Hirer shall not part with possession of the property or share it except with those named on the booking form. The guidelines detailed on the house information sheet must be observed.
* **Arrival/Departure** The letting of the property starts from 4.00pm on the start date of your holiday and finishes at 10.00am on the end date of your booking. These times must be strictly adhered to and in the event of failure to vacate the property by 10.00am, the Owner reserves the right to charge the Hirer for any costs, damages or other liabilities incurred as a result.
* **Parking** for 2 cars is provided on hard standing opposite the house. The parking should be vacated by 10 am on the day of departure. On occasions part of the parking area may be used by others. Please note the Owner can accept no responsibility or liability in relation to any loss, damage, injury or other claim suffered by the Hirer or any other member of the Hirer’s party or any other third party as a consequence of the use of the hard-standing area.
* **Fire Safety** all guests should read the notice displayed by the front and back door shortly after entering the property.
* **Gas & Electricity** Reasonable use is included in the rental. Readings are taken at the start and end of a stay. We do not permit the charging of electric vehicles. We reserve the right to recover costs arising from EV charging and breach of this condition may result in termination of the rental agreement.
* **Wood burning stove** This is available for use from the end of September until the end of April. Guests should follow the instructions provided at the property.
* **Linen** Bed linen and house towels per person are supplied but not beach towels. Tea towels are supplied.
* **Events outside of Property Owner’s Control** The Owner cannot accept liability for events that occur outside its control, such as domestic appliance breakdown, plumbing failure, power cuts and damage that arises from exceptional weather conditions or other adverse events or circumstances whatsoever. The Owner reserves the right without prior notice to alter, remove or withdraw amenities or facilities either advertised or previously provided to the Hirer.
* **Neighbours** The Hirer and other members of the party must not cause any annoyance or become a nuisance to the occupants of neighbouring properties and must not make void or voidable any policy of insurance affecting the property.
* **Pets are not accepted unless by prior agreement.**
* **Smoking and Vaping** are not permitted at the property.
* **Access** The Owner or their representatives shall be allowed access to the property at any reasonable time during the holiday occupancy.
* **Internet Use** The property is provided with wireless internet access for reasonable and proper personal use by the Hirer only. The cost of such reasonable use is included within the rental. Nonetheless the Owner reserves the right to charge for any excessive use or for any other costs or expenses charged to the Owner by its internet provider at the Owner’s absolute discretion. At no time may the internet access provided be used for making telephone calls or for any other purpose not expressly authorised by the Owner. The Hirer shall be responsible for and shall indemnify the Owner for losses, demands, expenses, claims or other liabilities whatsoever suffered or incurred by the Owner in the event of any breach of this condition.
* **Breach of Conditions** Breach of any of the conditions shall entitle the Owner to terminate this Hire Agreement (by notice in writing or otherwise) whereupon the Hirer shall immediately vacate the property giving vacant possession to the Owner. The Hirer shall indemnify and keep indemnified the Owner against all damages, losses, costs and other liabilities and expenses incurred by the Owner arising as a result of any breach of these Booking Conditions.
* **House Details: see** [www.beachbreakstives.co.uk](http://www.beachbreakstives.co.uk)
* **General Information** We provide a house file at the property which contains lots of useful information. All guests on a booking should take a few minutes to read through this information to ensure a safe and happy stay.

SB/HOUSE DOCS/09/2023