

NEWFORT HOUSE

ST MARY'S , ISLES OF SCILLY , TR21 ONE

Telephone : 0844 804 3382

Terms and Conditions which form the legal part of your contract

The Parties

The parties to this Contract are: (a) "the Customer": the person who makes the booking, being eighteen years of age or over and who shall assume responsibility for all party members and visitors; and, (b) "the Owner": (Newfort House Self Catering). Commencement and Operation of Contract

This Contract only comes into operation when the Owner issues a written confirmation form to the Customer following receipt and upon processing of the appropriate deposit.

A booking for a holiday will only be confirmed when a deposit of 25% has been received by Newfort House Self Catering. Bookings are provided on a weekly basis and no long term rental is allowed.

The Owner has the absolute right to refuse any bookings. In this case, monies received shall be promptly returned to the Customer.

The Owner reserves the right to cancel or alter arrangements made for the customer whether before or during the relevant visit

- (a) Where any error has arisen regarding availability,
- (b) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the control of the owner or
- (c) where in the reasonable opinion of the owner, it is necessary to perform or complete essential remedial or refurbishment works.

The balance of the booking cost must be received by the Owner no later than 8 weeks before the Customer's arrival date.

If the Customer books less than 8 weeks before the arrival date, payment of the total cost including the deposit shall be due immediately.

1. Cancellation

1.1. By the Customer

1.1.1. Non payment of the balance of rent before the due date shall cancel the booking and the booking deposit of 25% of the total cost of the holiday shall be forfeited. If the customer cancels the booking for any reason following payment in full for the holiday the entire sum paid is forfeited.

1.1.2. The booking may be cancelled at any time by the Visitor giving Newfort House Self Catering notice in writing. A 100% cancellation charge will be payable. On receipt of the written cancellation Newfort House Self Catering will endeavour to re-book the Accommodation for the Holiday Period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £100.00 (One hundred pounds) to cover office administration. Newfort House Self Catering reserve the right to discount the cost of a cancelled week for late availability bookings which may lead to no refund being payable.

1.1.3.If the customer cancels the booking for any reason following payment in full for the holiday, the entire sum paid is forfeited.

1.2. Amendments

1.2.1.Once a booking has been accepted by Newfort House Self Catering it can only be changed to different dates by treating the original booking as a cancellation. Please refer to applicable cancellation terms above.

1.3. ***Guests are strongly advised to take out independent holiday cancellation insurance to cover you for having to cancel your holiday due to any conditions which may affect your journey to the property booked. Force majeure includes any event which we could not, even with all due care, foresee or avoid. Such events will usually include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire, closure, restriction or congestion of airspace, airports and ports and all other events outside our control or the UK Foreign Office advice. Please refer to applicable cancellation terms above.***

1.4. By the Owner

1.4.1.If, due to circumstances beyond the Owner's control, including Force Majeure, the Customer's booking is cancelled, the Customer shall be refunded the full amount of the booking less the initial deposit. We cannot, however pay any compensation or expenses as a consequence of such an event.

1.4.2.Holiday insurance is strongly recommended as in the case of cancellation or delay you are still liable for the full cost of your accommodation.

2. Booking Amendments

2.1. The Owner cannot guarantee the availability of a different date, but where an amendment can be made a fee of £50 to cover administration shall be charged.

3. Time and Commencement and Termination of Stay

3.1. The Customer must arrive not earlier than 4.00 pm on the start date of the holiday and leave not later than 10am on the last day.

4. Occupancy

4.1. The number of persons occupying the property must not exceed the maximum number (4 Adults) stipulated in the agreement between the Customer and the Owner.

5. General Rules

5.1. The Customer must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner or to any neighbours.

5.2. No fireworks, Chinese or sky lanterns (or other lights or illuminations which have naked flames) shall be let off from the property (including any garden or grounds).

5.3. The accommodation is designed for family use not for youth groups or student parties. The Owner is entitled to refuse to hand over and to repossess the accommodation if the Owner reasonably believes that any damage is likely to be caused by the Customer or the Customer's party.

5.4. Sleeping in tents, vehicles, including caravans, parked in or around the property is not permitted.

6. Care of Property and Damages and Breakage

6.1. The Customer undertakes to take all reasonable and proper care of the property including all its contents and surrounds and to leave the property in the same state of repair, condition and tidiness as at the beginning of the stay. The Customer must notify the Owner

immediately of any breakages or damages. The Customer may at the owners discretion be required to reimburse the Owner for replacement, repair or any extra cleaning costs.

7. Pets

7.1. A well trained dog will be accepted but this must be agreed to in advance prior to booking. The dog is not allowed upstairs, on the furniture, and especially the beds, nor should it be left unattended in the accommodation. No other domestic pets can be accepted. Any fouling by pets either inside or outside of the property must be cleaned up immediately. Any damage caused by pets will be charged for. A dog bed will not be provided.

8. Smoking

8.1.1. Smoking shall not be allowed inside any part of the property or in the gardens.

9. Linen and Services

9.1.1. There are no additional charges for linen, electricity, heating, gas and water services.

10. Liability

10.1.1. The Owner accepts no liability for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred, arrived out of, or in any way connected with the rental.

10.1.2. The provision of wireless broadband internet access is a complimentary facility and Newfort House Self Catering accept no liability for loss of coverage or quality where technical problems are experienced.

10.1.3. If the property becomes unavailable or unusable for any reason prior to the start of the date of the holiday or during the stay, then the Owner will reimburse the Customer in full for any monies paid or in the case of disruption during a stay, pro rata.

10.1.4. The information and description given in the note, brochure and on the web site is for guidance only. While every effort has been made to ensure accuracy, the Owner shall not be liable for any mis-description or incorrect information.

11. **Rights of Entry** : The Owner shall be allowed the right of entry to the property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance.

12. **Repeat bookings** : The Owner accepts no obligation to reserve specific weeks on an annual basis. Where tariffs are published on the web site and weeks are shown as available, we will accept any booking subject to compliance with our terms and conditions.

13. **Complaints** : Every care is taken to ensure that the property is presented to Customers to a high standard. Should the Customer at any time believe there is a problem, or a cause for complaint, the Owner should be contacted immediately. This does not affect the Customer's statutory rights.

April 2020