

## Terms & Conditions of Booking

### 1 Agreement

1.1 These terms and conditions which are included on our website [www.mylocal-eyes.co.uk/property](http://www.mylocal-eyes.co.uk/property) form the basis of the agreement between you and the property owner for the holiday rental of the Property named in the Invoice/Confirmation ("the Property") together with all other conditions set out on the website.

1.2 By signing the booking form, you agree that you are over 18 years of age and that you accept full responsibility for all payments due and for the consequences of any actions of all persons who will use the Property during your holiday. If payment is made by credit/debit card by telephone, you will have deemed to have read all the Booking Conditions and agreed to be bound by them.

### 2. Booking

2.1 The owner will confirm the booking on receipt of the Booking Form and a deposit of one third of the holiday rental fee ("the Deposit").

2.2 Once the owner has confirmed the booking from you and has received the Deposit then an agreement exists between us on these terms and conditions.

2.3 The owner will accept a provisional booking and reserve the Property for your holiday provided that we receive the Deposit from you within 7 working days.

2.4 If the holiday is due to start within 8 weeks of the date of booking the total of the holiday rental fee is payable at the time of booking.

2.5 No subsequent changes may be made to any part of the Booking Form without the owners express written approval.

### 3. Final Payment

3.1 The balance of the holiday rental fee less any Deposit will become due 8 weeks before the start of the holiday. The owner will not send you a reminder or a receipt unless you have requested one and sent us a stamped addressed envelope at the time of booking. If the balance is not received on time the owner reserves the right to cancel your booking and retain the Deposit.

3.2 Our prices contain VAT where appropriate. If VAT rates change we reserve the right to amend our prices accordingly.

### 4. Cancellation

4.1 You may cancel your booking at any time provided you do so in writing to the owner but you will remain liable for the full balance of the holiday rental fee. The owner will seek to re-let the Property for all or part of the booking period and, if successfully, will refund the money paid by you less an administrative charge of £40.

4.2 The owner reserves the right to re-let at a discount or for a shorter period in which case we will pay the refund or a proportion of it if the Property is re-let for a shorter period, less the discount and administration charge.

4.3 The owner does not operate any scheme of cancellation or travel insurance and you should obtain your own insurance cover for the holiday.

4.4 The owner reserves the right to cancel the booking any time in the event of circumstances beyond the reasonable control or if in the reasonable opinion of the owner it is necessary to undertake essential works at the Property. The owner will refund in full all money received by us for the booking. The owner will not otherwise be liable for any loss incurred by you as a result of the cancellation.

## **5. Change of Booking**

5.1 Changes cannot be accepted within one month of the start date of the holiday. If a change results in a reduction in the length of the holiday it will be regarded as a cancellation.

## **6. Occupation of the Property**

6.1 You must not use the Property for any purpose other than that of a holiday.

6.2 The number of people staying in the Property must not exceed the maximum number stated on our website and the use of tents or sleeping in motor vehicles adjacent to the Property is not permitted.

6.3 You must not use the Property for any activity or in such a way as to cause nuisance or annoyance to its neighbours.

6.4 You and your guests must comply with any reasonable regulations relating to the Property, or the site within which the Property is situated, which will be communicated to you on your arrival at the Property.

## **7. Your Obligations**

7.1 You agree to keep the Property and its contents in the same condition and repair as on your arrival at the Property and to pay to the owner upon written demand any costs incurred in making good any loss or damage to the Property or its contents caused by your action or omission or that of any guest or animal accompanying you.

7.2 No pet is permitted at a property other than guide or hearing dogs.

7.3 You must allow anyone authorised by the owner to enter the Property during the holiday. The owner will endeavour to give you reasonable notice of such a visit except in an emergency when immediate access must be allowed.

7.4 You must ensure that the Property is left in a clean and tidy condition on your departure at the end of your holiday. The owner may make a charge for any additional cleaning if this is considered necessary.

## **8. Right to Refuse/Terminate**

8.1 The owner reserves the right to refuse any booking.

8.2 The owner reserves the right to terminate this Agreement and ask you and your guests to leave immediately if this is deemed necessary by the owner as a result of your behaviour or that of your guests or any other material breach by you of the terms of this Agreement.

## **9. Arrival and Departure**

9.1 The holiday rental period begins at 3.00pm on the first day of the booking period and ends at 10.00am on the day of the departure. If your stay extends beyond this period you may be subject to a charge for the additional days.

## **10. Description and facilities**

10.1 The owner will endeavour to inform you at the time of booking of any changes to the web site description of the Property or of any events which may be taking place at its site near the Property during your holiday. The owner does not accept any liability for any works or activity of any sort occurring on its premises adjoining or neighbouring the Property.

## **11. Tenancy**

11.1 This Agreement is for the purposes of a holiday rental only and does not create the relationship of Landlord and Tenant between you and the owner. You will not be entitled to a tenancy or to any other form of statutory security of tenure as a result of this Agreement.

## **12. Complaint**

12.1 If you have any cause for complaint during your holiday at the Property please notify the owner who will make all reasonable efforts to assist and resolve the issue. The owner will not normally make any refund or recompense in respect of a complaint made after departure if the complaint was not made known to the owner during the holiday rental period

## **13 Lost Property**

13.1 The owner shall not be responsible for loss or damage to any of your belongings or for any injuries sustained by you or any of your guests unless caused by the negligence or default of the owner.

## **14. Data Protection**

All personal data provided to the owner will be held and processed in accordance with the requirements of the 1998 Data Protection Act. We will keep your personal data safe and secure.

We will not share it with other organisations without your knowledge and consent, unless required by law to do so.