

## Terms and Conditions

**THE PROPERTY:** The property is rented on the basis that the accommodation is for holiday use only and that no right to remain in the accommodation exists for the hirer or any person allowed into the property by him. The Hirer will have the use of the furniture and contents in the property, along with the Gas Barbeque and Patio Heater outside. The Hirer will be responsible for all damage to the Property, the decorations, furniture and other contents except by fair wear and tear, during their stay.

**PLEASE NOTE:** Should any damage be caused to any furniture and contents in or on the property, including damage caused by **felt tip pens/biros/crayons or irremovable drink spillage (i.e. red wine or blackcurrant)**, we reserve the right to withhold the deposit and if additional costs are incurred through cleaning or replacement of items the hirer shall be billed accordingly. Cleaning equipment is supplied within the lodge for little accidents.

The Owner or their Agents may enter the Property for the purpose of inspection at any time during the stay, upon giving reasonable notice, except in the case of emergency.

The Hirer will not do anything in the Property, which might be a nuisance or annoyance to the Owners, White Cross Bay or any neighbouring property or residents.

**BOOKING:** Once a provisional booking of accommodation has been made, together with the appropriate deposit received and after a written confirmation has been received from the Owners, will the booking of the lodge become valid. The User will pay the total amount referred to in the agreement, together with a security deposit to the Owner or Agent on or before the due date stated.

This Deposit and any balance paid is not refundable in the event of cancellation by the User, so we recommended that holiday insurance be taken out to cover this aspect.

**TERMS OF PAYMENT:** A non-refundable deposit must accompany the booking and the full balance must be received not less than 6 weeks before the date of arrival. The Owners or Agents are entitled to cancel this agreement immediately and without notice and shall be entitled to retain any deposit paid if the TOTAL RENT is not paid by the "Due Date" even if it was formally demanded or if Users do not comply with the terms of this agreement.

### **ALL CHEQUES ARE TO BE MADE PAYABLE TO: Deborah McGuire**

For bookings made less than 6 weeks prior to the arrival date, immediate payment of the total holiday cost is required.

**PRICES:** The accommodation prices are set for the year 2008. No additional payments will be requested following settlement of the final invoice.

**CANCELLATION BY THE CLIENT:** Any cancellation must be made by the person who signed the booking form. Cancellation of accommodation will apply from the date of receipt by the Owner of the written cancellation advice. The following charges will apply

- (a) If cancellation is 8 weeks or more before departure – forfeit deposit
- (b) If cancellation is within 4-6 weeks – 75% of total holiday cost will be lost.
- (c) If cancellation is within 4 weeks – 100% of total holiday cost will be lost.

**CANCELLATION BY THE OWNER:** In the very unlikely event that the accommodation ceases to become available as booked (e.g. for unforeseen repairs to the lodge) and the Owners are unable to secure any alternative accommodation the Owner will refund, in full, all the money paid (including the deposit) and shall be under no other liability. If the Property becomes unfit for occupation before or during the Period of Letting, this agreement is automatically cancelled and the Owners will repay all monies to the User.

**YOUR RESPONSIBILITIES:** Only those Persons named on the booking form may use the property.

The Hirer must keep the accommodation in the same states of repair and condition as at the commencement of the holiday. Should any of the equipment or furnishings in the accommodation being occupied by the Hirer be lost or damaged, the cost or repair/replacement will be the responsibility of the Hirer.

No pets or smoking are allowed in the Lodge.

The Owner shall not be responsible for the death or personal injury of the Hirer or any other person at the property, unless this results from the proven negligence of the Owner. The Owner shall not be liable for any loss, breach or delay due to any cause beyond their reasonable control including an act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws or measures of any kind on the part of any government or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions. In any such case we shall be entitled to treat the contract as discharged. The Owner cannot be held responsible for the breakdown of mechanical equipment such as swimming pool filtration systems etc; nor the failure of public utilities such as water and electricity. The Owner is not responsible for noise or disturbance originating beyond the boundaries of the lodge or which is beyond their control.

During the letting period the property will be used by the user set out in the agreement only. Whenever there is more than one user all their obligations can be enforced against all the users jointly and against each individual.

**ON RETURN:** After vacating the property and return of the keys by the User, the Owner following inspection of the Property, will repay the returnable deposit to the User without interest, after deducting all sums due (if any) to the Owner to the term of this agreement, within 10 days.