

BOOKING CONDITIONS

Reservations are accepted by Ladybird Inns Limited (LIL) t/a Fowey Holidays on the conditions shown in the Booking Form/online Booking Form together with the following Booking Conditions (The Booking Conditions). By making an online booking you are agreeing that you understand and accept the Booking Conditions.

1. BOOKINGS

- a) The guest certifies that he/she is authorised to sign the Booking Form/online Booking Form on behalf of all persons who will occupy the property during the period for which he/she has booked and that they are all, apart from minors, aware of the Booking Conditions. The description of the property clearly indicates the maximum number of guests who may occupy it. Exceeding this number constitutes a breach of contract and the Owner of the property has a right to terminate the booking forthwith and all monies paid by the Guest will be forfeit.
- b) The accommodation is limited to the number of persons for whom the booking is made. If the numbers staying have been advised and it is below the maximum number permitted you must let us know in advance if there are additions as otherwise the beds will not be made up and an extra charge will be made.
- c) No booking will be accepted by LIL unless the Booking Form/online Booking Form has been completed. All contracts will be deemed to have been made in England and are in accordance with and subject to English Law.
- d) The property is hired on the understanding that the accommodation is for holiday use only and that no right to remain in the accommodation exists for the Guest or anyone in the Guest's party.

2. CANCELLATION

LIL is unable to provide Cancellation Insurance and it is not included in the rental. Therefore, we strongly recommend that Holiday Cancellation Insurance is taken out independently as deposits are non-refundable and the balance remains payable on the due date. If however, the cancelled week is re-let by LIL, all monies paid, less a £50 cancellation fee will be refunded.

3. BOOKING ALTERATIONS

After a booking has been confirmed, any request from the Guest for changes in the Contract will be subject to our agreement. If, for reasons beyond their control, LIL have to cancel or alter arrangements made for the guest their liability will be limited to monies paid.

4. FINAL PAYMENT

Final payment set out in the Booking Form/online Booking Form is due four weeks before a holiday commences and this is shown as the due date on the Acceptance Letter, if applicable. No further reminders will be sent. Non-payment by the due date will be treated as a cancellation. The guests initial payment will be forfeit and he/she remains liable for the full amount of the final balance. LIL will then seek to re-let the property without further reference to the Guest. In the event of a re-let, a credit will be given for the amount of rental achieved on the re-letting, less any reasonable administrative or professional costs incurred with such letting.

If a booking is made less than four weeks before the commencement of the holiday the full rent is due at the time of booking.

5. VAT

Value added tax is included in the rental figures shown. It has been levied at the rate appropriate to the time of booking for payment on the due date. If changes occur in VAT levels, rentals will be amended accordingly and Guests who have already made bookings, which are affected by the change, will be credited or debited with the appropriate amount.

6. PETS

No pets are permitted in the property.

7. OCCUPANCY

Access to the property is from 3.00pm on the day of the agreed arrival. Departure must be no later than 10.00am as shown on the Acceptance Letter, if applicable. These times must be strictly adhered to except by special arrangement in writing.

8. SECURITY DEPOSIT

A security deposit is required. If there is any cause to withhold this deposit either in full or part, LIL will retain £25 to cover administration costs.

9. GUEST OBLIGATION

- a) Care must be taken of the property and it must be left by the Guest in a clean and tidy state. Furniture must be returned to the place in which it was found on arrival.
- b) The Guest is required to report to the Caretaker any breakages or damage that occurs during their stay and an appropriate charge may be made for repair or replacement. If any item is found to be broken or damaged after a guests departure or equally it is found that the property has been left in an unsatisfactory state, an appropriate charge will be made and invoiced to the Guest.
- c) Guests must leave the premises on the day of departure by 10.00am, this being the end of their contract with the Owner. In the event that Guests are late vacating the property or refuse to vacate at this time a charge may be made, in writing, by way of an invoice to reimburse the Caretaker for time wasted.
- d) Guests will properly supervise at all times any infants or minors who will occupy the property with the Guest or be invited into the property by the guest or any adult in the Guests party.

10. COMPLAINTS

Despite the care and precautions taken, it is possible that the Guest could have grounds for complaint about the property. Any complaint must be taken up immediately in full with the Caretaker. It is specifically agreed that failure by the Guest to notify the Caretaker of any complaint before their departure will prejudice their claim irrespective of its merits. It is agreed that failure to give prompt notice of a complaint in accordance with this clause may be taken into account by a court in determining liability or assessing compensation.

11. EXTERNAL FACTORS

LIL cannot be held to account or be responsible for any holiday fairs, fetes, events or festivals occurring during the letting season. LIL cannot be held to account or be responsible for any noise or building works in the vicinity or on neighbouring properties. LIL cannot be held to account or be responsible for the activity of any wildlife that may live in the vicinity.

12. AMENITIES

Whilst representations both verbal and visual contained on the website and any other advertising matter are made in good faith and carefully scrutinized, neither such verbal or visual representation contained in such publications, nor any verbal representations made by any employee of LIL form part of the Contract. No warranty or representation is given as to the state of the property.

The use of amenities provided by LIL must be used safely and responsibly by the Guests and are used entirely at his/her own risk. No responsibility can be accepted by LIL for any injuries to persons or loss or damage to any belongings or persons who use them save as provided in paragraph 13.

13. LIL do not accept liability for any act, neglect or default on the part of LIL or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury expense or inconvenience, whether to person or property, which the Guests or any other person may suffer or incur arising out of, or in any way connected with the letting. In addition, LIL accepts no liability for loss or damage to the Guests possessions on LIL property or land.

14. Telephone/internet bookings will be held for three days only.

BOOKINGS AND ENQUIRIES

Tel. 01527 889862