

# Scilly days ...

## Terms and Conditions

### The Agreement

- The agreement is made between Simon Lovejoy and Penny Lovejoy (the Owners) and the Hirer whose details are set out on the completed Booking Form. Penny Lovejoy, trading as Scilly Days, acts as Agent for the Owners.
- The agreement shall be deemed to be made only when a completed Booking Form and deposit have been accepted and processed by the Agent and a letter of confirmation of the booking issued.
- The Hirer shall be deemed to have agreed to these Terms and Conditions in submitting the completed Booking Form and making payment of the deposit.
- These Terms and Conditions may be varied from time to time.
- The agreement shall be governed by English law.

### Property and Occupancy

- The agreement is for the hire of the property referred to on the Booking Form for short term holiday use only and for the hire period specified in the Booking Form.
- The agreement does not create any relationship of Landlord and Tenant between the Owners and Hirer.
- The Hirer confirms that he or she is aged 25 or over, accepts responsibility for the property for the period of hire and has the authority to ensure that all members of the party observe these booking conditions.
- The Hirer confirms that all members of the party are listed on the Booking Form at the time of booking and agrees that the property will not be occupied by anybody other than those members of the party stipulated on the Booking Form except by written agreement of the Owners prior to the commencement of the hire period..
- A maximum of 4 guests may occupy the property and the Owners reserve the right to refuse entry to the entire party if this condition is breached
- The hire period commences at 13:00 hours on the day of arrival and ends at 09:30 hours on the day of departure

### Bookings

- The booking will only be confirmed on receipt of a completed Booking Form together with non-refundable deposit of £250 (or as may be varied from time to time) per week of hire period booked.
- The Hirer acknowledges that in returning the completed Booking Form along with non-refundable deposit, he or she is liable to pay the balance of the hire charges in any event and notwithstanding any reason for subsequent cancellation of the booking.
- The balance of the hire charges must be paid at least 8 weeks prior to the commencement of the hire period. For provisional bookings made less than 8 weeks prior to the hire period, the full amount of the hire charges will be payable on booking and within a stipulated time period.
- In the event that the balance of the hire charges due are not paid within the time stipulated, that non-payment may be construed as cancellation of the booking by the Hirer, the deposit will be retained as cancellation fee and the Owner's agent shall be entitled to endeavour to re-let the property (see Cancellation below). Nothing in this provision should be interpreted as relieving the Hirer of his obligation to pay the full amount of the hire charges should the property remain un-let.

### Cancellation

- The Owners /Agent do not offer any scheme of holiday cancellation insurance and the Hirer should ensure that a policy of insurance of his or her own is in place to cover the risk of cancellation.
- The Hirer shall notify the Agent in writing in the event of cancellation of the booking.
- The Hirer will remain liable for payment of the full amount of the hire charges notwithstanding the nature of any reason given for cancellation. The Agent will however use her best endeavours to re-let the property for as much of the hire period as possible and at the best possible tariff achievable (but without reference to the Hirer) and neither the Agent nor the Owners will have any liability to the Hirer on the grounds that the Agent has not used her best endeavours to re-let the property or for any other reason.
- In the event that the Agent manages to re-let the property for part or all of the hire period for which the Hirer's booking has been cancelled, the Agent will account to the Hirer for an amount equal to any hire charges recovered from the new hirer for that hire period to the extent that such sums exceed the non-refundable deposit. If the property remains un-let, no refund will be given.

### Non-availability of the property

- If it is necessary to cancel or change the booking due to an urgent need to perform essential works on the accommodation, the Agent/Owners may attempt to find suitable alternative accommodation, including in a different property or on a different date. If this is not possible, or the alternative offered is refused, the booking will be cancelled and all monies paid for the booking will be refunded. Neither the Agent nor the Owners will be liable for any damages or other losses or additional costs that may have incurred including, but not limited to, transport costs or the costs of any other accommodation whether on the islands or on the UK mainland.
- If it is necessary to cancel or change the booking due to events beyond the reasonable control of the Agent/Owners, including, but not limited to, weather, transport failure, drought, fire, explosion, storm, flood, earthquake, epidemic, pandemic, governmental guidance, natural disaster, subsidence, strikes or industrial action, terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private utilities, the Owners'/Agent's inability to perform (or any delay in the performance of) their obligations due to such events will not constitute a breach of these Booking Terms and Conditions. The Agent/Owners will use their best endeavours to offer the Hirer an alternative stay at such later date as determined by them. If no alternative is available, or if the alternative offered is refused, the booking will be cancelled and no refund of any monies paid will be due.

### **Breakdowns and Breakages**

- The Owners warrant that approved contractors carry out regular inspection and testing of appliances within the property.
- Neither the Agent nor Owners accept any liability for the breakage, breakdown or mal-functioning of fixtures or fittings, furniture, white goods or other appliances in the property or provided within Harbour Lights for use by guests or any losses or inconvenience caused as a consequence of such breakages, breakdowns or mal-functions.
- The Agent /Owners will take all reasonable steps to ensure that the mal-functioning items are repaired and/or replaced as quickly as possible but the Hirer acknowledges that contractors with the necessary expertise and/or replacement furnishings, fittings or appliances may not be supplied by Island businesses and that delays may occur in the order, shipping, delivery and installation of any replacement items being supplied by mainland suppliers to Scilly or in the arrival of appropriate contractor from the mainland and which are beyond the control of the Agent and Owners.

### **Hirer's Obligations**

The Hirer agrees :

- To keep the property, its fixtures and fittings in the same and proper condition and repair as on arrival
- To clean the property fully (including equipment – specifically cooker, microwave and fridge) prior to departure and to leave it in a clean and tidy condition (such as the Hirer would expect to find it) at the end of the hire period and to ensure that all rubbish is removed from the property.
- To report all breakages and any damage to the housekeeper before the end of your holiday.
- To pay for, on written demand, any loss or damage to the property, its fixtures, fittings or equipment howsoever caused during the occupation of the property, reasonable wear and tear excepted.
- To pay for, on written demand, any excessive cleaning that may be required.
- To ensure that all children and adults requiring care and supervision remain the responsibility, and under the supervision, of the Hirer /appropriate member of the party at all times.
- To permit the Owners or their Agent or their representative(s) to have access to the property at reasonable times for the purpose of inspection or to carry out any repairs or maintenance.
- To behave (and to ensure that the other member of the party behave) at all times in manner that is considerate to other occupants of Harbour Lights or its adjoining properties and to refrain from causing nuisance or annoyance to others in any way but specifically by making excessive noise (or permitting excessive noise from other members of the party, television, radio, CD players etc) at all times but particularly between 11pm and 8am.
- Not to exceed the stipulated number of guests within the property.
- Not to share the property with anybody except those members of the party included on the Booking Form.
- To keep the property secure and lock, where locks exist, all windows and doors whenever the property is left unoccupied and comply with security and safety precautions.
- To ensure that all heaters and electrical appliances are switched off whenever the property is left unoccupied.
- To refrain from smoking anywhere within the property or the Harbour Lights building and to ensure that other members of the party refrain from doing so.
- To refrain from bringing pets into the property or the Harbour Lights building and to ensure that other members of the party refrain from doing so.

### **Termination**

- If there shall be a breach of these conditions and, in the opinion of the Agent, the Owners or their representative(s) it is inappropriate to permit the continued occupation of the property by any members of the Hirer's party by reason of behaviour, nuisance to others or damage, the Agent, the Owners or their representatives may re-enter the property and terminate the tenancy forthwith.
- In the event of such termination, the Hirer shall remain liable for the whole cost of hire of the property and no refund shall be due.
- If any damage caused to the property during the hire period results in the property being unfit for occupation by any subsequent hirer, or the Hirer fails to give up occupation of the property on the agreed date and time, the Hirer shall be required to pay charges equivalent to the loss of rental income and any other related losses caused.
- The Owners and Agent reserve the right to refuse to honour future bookings from hirers who leave the property in an unreasonable condition.

### **Liability**

The Owners and Agent accept no liability for:

- any injury sustained by any person;
- loss of, or damage, to any property brought onto the premises;
- noise, nuisance or disturbance resulting from building works, noisy neighbours or local events etc.;
- disruption of service from utility suppliers
- closure of shops or amenities

### **Complaints**

- The Owners and Agent hope that there will be no cause for complaint by the Hirer but in the event that any problems occur or there are deficiencies with the accommodation or contents, the Hirer must notify the Agent or housekeeper at once during the hire period so that on-the-spot investigation can be carried out and the Owners/ Agent can make every reasonable effort to resolve any issue arising. No complaints will be accepted or correspondence entered into where complaints are made at the end of the tenancy.