

Driftwood Holiday Apartment - Terms & Conditions 2008

1 HOLIDAY BOOKING, CONFIRMATION AND PAYMENT

Initial enquiry - When you make your initial enquiry we will be in touch to let you know if the dates you have requested are available and the total cost for your booking.

Booking - We will send you a Booking Form together with a schedule of amounts due to be paid to reserve the apartment. We will provisionally reserve the dates you have requested for a maximum of 14 days and will update our website accordingly. When we receive back the booking form together with payment, we will issue a holiday confirmation form for the property which is a binding contract between you and us and is subject to these terms & conditions. You agree that you are over 21 years of age and that you accept full responsibility for all payments due and for the consequences and actions of all persons who will use the property during your holiday. Make sure you carefully check the details on the booking confirmation form to avoid any mistakes or misunderstandings.

Deposits – For weekly bookings a 25% deposit is required at the time of booking, with the balance payable at least 6 weeks prior to your planned arrival. Should the booking be made within 6 weeks of the specified arrival date, the full balance will be required at the time of booking. Short breaks of less than 7 nights are payable in full at time of booking.

Cheques are payable to Mr Dean Moore, Sea Cliff, 46 Beacon Hill, herne Bay, kent. CT6 6JN

Late payment – If we do not receive the balance of the holiday cost by the due date (i.e. 42 days before the start of the holiday), we reserve the right to cancel the holiday booking and to keep the deposit that you have paid. In this event you shall have no claim against us for compensation or reimbursement whatsoever.

Arrival and departure – You are welcome from 4.00 pm on the day of arrival and to leave the property by 10.30 am on the day of departure to enable us to prepare everything for the next guests. Should your travel arrangements fall out with these times, we will make every effort to accommodate alternative arrival and departure times, subject to previous/future guests' arrival/departure times. You agree to vacate the premises at the termination of the agreed period of hire.

2. CHANGES AND CANCELLATION

Changes by you - Immediately upon receipt of the holiday confirmation from us, you should check the details and notify us immediately of any corrections as soon as possible. Due to the time involved we reserve the right to charge a holiday booking amendment fee in such circumstances.

Cancellation by you- Unfortunately people's circumstances do change and cancellations sometimes cannot be avoided. You need to notify us immediately by telephone and in writing, to Sea Cliff, 46 Beacon Hill, Herne Bay, Kent CT6 6JN, of any intention to cancel the holiday booking. The cancellation only takes effect when we have received written confirmation from you.

If we are unable to re-let the holiday accommodation for the period of the cancelled holiday, all monies you have paid to us shall be forfeited.

We will do our best to re-let the property and the monies we receive from the booking, less a fee equal to 10% of the cancelled total rental value, will be refunded to you by cheque within 2 weeks after the re-let holiday has taken place.

Due to financial regulations we cannot offer holiday cancellation insurance and you are recommended to take independent advice on appropriate holiday insurance.

Cancellation by us - We reserve the right to cancel bookings at any time, however in the event of cancellation of a booking by ourselves a full refund will be given, although we will not be liable for any loss incurred by you outside of money paid to us. We will not be liable for any loss or delay caused by events beyond our control, including but not limited to the following: political unrest, terrorist activities, industrial disputes, fire or disruptions to transport.

3. YOUR RESPONSIBILITIES

In agreeing to these Terms and Conditions you confirm and agree to the following:-

Security - Ensure the holiday property is securely locked when not occupied during the holiday let

Use - Use the property solely for the purpose of a holiday by you and your party. We reserve the right to refuse entry and/or to serve eviction notices effective immediately on the entire party if any of these conditions are not observed.

Occupancy – The maximum occupancy is restricted to the number stipulated in the Driftwood (Beacon Court) web site. Guest will be restricted to the list of people detailed on the booking request form. We reserve the right to refuse admittance to the holiday property where this condition is not observed.

Behaviour - Show due consideration for other parties. If you or members of your party abuses the property or displays dangerous, offensive or rude behaviour to us or any third parties (e.g. neighbours), we have the right to ask all occupants to leave the accommodation before the end of the holiday.

Clients are requested and agree that all guests under the age of 18 (eighteen) years of age will be supervised by an adult for the whole duration of the rental. At our discretion an adult who will be held responsible for all minors under eighteen (18 yrs) may submit their name, address and telephone number and pay a refundable security/damage deposit (amount to be agreed prior to booking).

Access - Allow the Property Owner or his representatives access to the property at any reasonable time during the period of the holiday.

Cleanliness - Keep the property and all furniture, utensils, equipment, fixtures and fittings in or on the property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the property is left in the same state of order and cleanliness in which it was found. We reserve the right to levy an additional charge for any extra cleaning required after your occupancy.

Breakages - Report as soon as possible to us any breakages or damage caused by you during the holiday. You are legally bound to pay for any damage to the premises or contents, beyond reasonable wear and tear.

Pets – We regret that animals are not permitted on the premises.

Safety – You will ensure that children are not allowed to access the balcony without adult supervision and that you take full responsibility for their and your own safety. We recommend that you keep the patio doors locked at all times when there are children in the apartment.

Liability - You undertake that you will absolve the us of any responsibility for accident, damage, illness, injury or losses sustained while on the holiday property, however caused.

Smoking policy - The premises, including the stairwell and balcony, are strictly non-smoking and candles or naked flames are not permitted.

You will undertake to notify all other members of your party of these conditions. In the event that you do not fulfill your undertakings in this agreement, we shall treat the holiday as being cancelled by you, and you shall have no claim against us for compensation or reimbursement whatsoever.

4. OTHER

Linen - All bed linen (not cot) is supplied and all hand & bath towels (not beach) are supplied for the duration of the rental period.

Complaints - It is our responsibility to prepare the property for your arrival. Should any problem or any cause for complaint arise, it must be reported immediately to us. Please notify us prior to your departure as we will not be able to address your concerns after the event.

5. LITERATURE AND WEB SITE ACCURACY

Whilst to the best of our knowledge the details described in our literature or web site were correct at the time of publishing, we reserves the right to make alterations to the property at any time and shall endeavour to inform the Holidaymaker of any such alterations. Any alterations to the property will not degrade the property in any way.

We cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned in the web site or literature