

Terms and Conditions of Letting

General PMW Properties is a partnership consisting of MJ Warnock, NKL Warnock and HE Warnock. They are referred to as 'the Owners'. Clients applying to hire an Apartment are referred to as 'the Applicants' until such a time as they take up residence when they are referred to as 'the Tenants'. Sea Spell is referred to as 'the Property'. 'Apartment' means the Apartment at the Property booked by the Applicants for their holiday. 'Rent' means the weekly payment to be paid for renting the Apartment.

Booking Applicants are advised to check availability with the Owners. The Owners will send the Applicant a Booking Form for completion. The Booking Form should be returned with either the deposit or the full rent if the booking is made less than six weeks from the date of the holiday. Bookings will only be deemed to be accepted when made in writing on the Owners Booking Form signed by one of the Applicants and accompanied by a cheque for the deposit or the full rent as applicable. Telephone reservations are not regarded as bookings until the above booking conditions have been complied with.

Deposit A non-returnable deposit of £50.00 for each week booked is payable on booking. If a booking is made six weeks or less before arrival the full rent is due at the time of booking.

Final Payment Final invoices will normally be sent to the Applicants approximately eight weeks before the date of their holiday. Payment must be made in full six weeks prior to arrival date. Non payment by that date will be treated as a cancellation and the Owners may relet the Apartment without reference to the Applicants who remain liable for payment of the full amount although credit will be given for any rents received as a result of reletting, less the Owners expenses.

Cancellation Insurance Applicants are recommended to take out cancellation of holiday insurance.

Price Changes The Owners reserve the right to amend prices quoted in the brochure due to errors or omissions.

Method of Payment Payments are to be made by cheque made payable to PMW Properties. Do not send cash. Post dated cheques are not acceptable. Any charges raised against the Owners by their bank for handling dishonoured cheques will be passed on to the Applicants.

The Tenancy The tenancy confers upon the Tenants the right to occupy an Apartment for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.

Tenants' Obligations

- a. To pay for any losses or damage to the Property, however caused (reasonable wear and tear excepted) unless the cost of making good such loss or damage can be fully recovered under insurance policies maintained by the Owners. All breakages are to be reported to the Owners and are to be paid for at replacement cost.
- b. To take good care of the Apartment and to leave it in a clean and tidy condition at the end of the tenancy. Cleaning is not provided during the tenancy unless otherwise arranged with the Owners.
- c. To permit the Owners reasonable access to the Apartment.
- d. Not to part with possession of the Apartment, or share it, except with members of the party shown on the booking form.
- e. Not to exceed the total number of people stipulated in the Booking Form. Cots may only be occupied by infants of less than three years of age.
- f. Not to cause annoyance or become a nuisance to occupants of adjoining premises.

Duration and Times of Letting Lettings are for a maximum of four weeks and commence at 4.00pm on the first day of the tenancy and end at 10.00 am on the last day of the tenancy unless otherwise agreed with the Owners.

Non-availability of Property If for any reason beyond the Owners control the Apartment is not available on the date booked (owing to fire damage for example), or the Apartment is unsuitable for holiday letting, unless the Owners offer the Applicants an Apartment at the Property of equivalent size and quality or larger and better on the original terms, all rent and charges paid in advance by the Applicants will be refunded in full, but the Applicant shall have no further claim against the Owners.

Complaints All complaints must be notified to the Owners IMMEDIATELY so that an on the spot investigation can be made and remedial action taken if required. In no circumstances will compensation be made for complaints raised after the tenancy has ended where the Owners have not been notified of the problem and given the opportunity of investigating the complaint and putting matters right during the tenancy.

Pets Pets are only permitted with the prior consent of the Owners and are to be kept under control. They are not to be left unattended in the Apartment or at the Property. Pets are not permitted in the bedrooms or on the furniture and the Owners cannot accept responsibility for their safety. Tenants must ensure that their pets do not cause a nuisance to other occupants. All damage caused by pets must be paid for in full by the Tenants. Bitches in season are not allowed at the Property. Should a bitch come into season during the tenancy they must be removed.

Inventory An inventory is provided. Any discrepancies are to be reported to the Owner within 24 hours of arrival, otherwise it will be assumed that the inventory was correct.

Liability The Owners shall have no liability for any act, default or negligence on the part of any person not within their employ or under their direct control.

Linen Linen is changed between tenancies and clean linen is provided weekly during tenancies. Towels are for tenants use in the Apartment only and should not be removed. Tenants should bring their own towels for use on the beach.

Breach of Contract If there shall be a breach of any of these conditions the Owners reserve the right to re-enter the Apartment and terminate the tenancy, without prejudice to all other rights and remedies of the Owners.

Law of Contract The Contract is deemed to have been made at Sea Spell, Constantine Bay, Padstow, Cornwall and the proper law of the Contract is English.

Authority to Sign The person who signs the booking form certifies that he or she is authorised to agree to these conditions on behalf of all persons included on the booking form, including those substituted or added at a later date. The signatory must be a member of the party intending to occupy the Apartment and be over the age of eighteen years.