

# ELLERYS - BOOKING CONDITIONS



## 1. Bookings

The contract is between the client (“you”) and the owners of Ellerys, Chris Welch and Gill Prater, (“we”).

Bookings can only be accepted from clients aged 18 years or over and in signing the booking form you accept the following conditions on behalf of ALL members of your party and any other visitors.

Unless prior agreement is obtained only those persons stated on the booking form may stay at Ellerys. Sub or transferred letting will not be allowed except by special agreement.

We reserve the right to refuse a booking without giving any reason. Any deposit monies received will be immediately returned to the client.

## 2. Payment of Rent

A deposit of 25% of the total rent must be sent with booking form. The booking will not be confirmed until both the deposit AND booking form have been received.

The balance of the rent must be received, together with the security cheque, no later than 8 weeks before the holiday commences (“the due date”). The onus is on you to pay the full rent by the due date; an invoice will not be issued. If the full rent is not received by the due date we shall be entitled to cancel the booking without notice and without incurring any liability to you in respect of loss or damage following such a cancellation.

If a booking is made less than 8 weeks before the commencement of the holiday, the full rent and security cheque are due at the time of booking.

## 3. Cancellation by you, the client

In the event of cancellation after a booking has been confirmed the total rent will remain due.

If we are able to re-let Ellerys for the total period of the booked holiday, then 75% of the total rent will be refunded to you. If the property is not re-let, the balance of the FULL rent must be paid.

All cancellations must be in writing.

We strongly recommend that you check any holiday insurance policy you may have to ensure that in the event of you needing to cancel your booking you have adequate cover to meet the conditions regarding the payment of rent.

If you do not have the appropriate insurance cover we suggest you contact an Insurance Broker who will be able to advise you.

## 4. Cancellation by us, the owners

If, due to circumstances beyond our reasonable control, Ellerys becomes unavailable, we will refund to you all monies which have been received from you. We will be under no further liability towards you although, wherever possible, we will offer another date or help you find alternative accommodation.

## 5. Your stay at Ellerys

Unless alternative times have been agreed with us in advance, you can not arrive **before 4 pm** at the start of your holiday and must leave by **no later than 10 am** on the day of departure.

Ellerys is available for occupation on the understanding that the accommodation is for holiday use only.

In no circumstances may the period booked be exceeded by you or anyone in your party unless we have given written agreement and the additional rent has been paid in full.

## **6. Care of the property by you, the client**

You undertake, during your stay at Ellerys:

- To take good care of the property, its contents (both internal or external) and surrounds
- To leave the property in the same state of repair and condition as at the beginning of your stay
- To leave the cottage and garden clean and tidy at the end of your stay
- To ensure that the property is left secure at all times
- Not to cause annoyance to the occupants of adjoining properties.

## **7. Breakages and Damages**

You are responsible for the cost of any damage or breakages that may occur during your stay at Ellerys.

A separate security cheque of £100, dated for the start of your holiday, and made payable to ‘**Ellerys**’ must be sent with the balance of the rent not less than 8 weeks before the start of your holiday. If your booking includes a dog(s), a further £40 must be added to the security cheque (i.e. £140).

The security cheque is intended to cover replacements, repairs and any extra cleaning costs although, in some instances, it may be that the security cheque is insufficient for the cost of such repairs, etc. You should report in the Visitor’s Information Folder any damage or breakages that occur during your stay and, if appropriate, a charge will be made for repairs or replacements. The cheque will then be paid in and any balance remaining will be sent back to you.

Please note that provided that there is no damage and Ellerys is left as it was found, your cheque will be **DESTROYED**.

## **8. Liability**

We can not accept liability for any accident, damage, loss, personal injury, expense or inconvenience which may be suffered, incurred or is in any way connected with your rental of Ellerys.

Ellerys is a 400 year old listed cottage with sloping floors, low beams, steep stairs inside and even steeper slate steps outside; it is a hard climb to the top of the garden. It is your responsibility to satisfy yourself that the accommodation will be suitable for all members of your party.

The use of the garden is entirely at your risk. We can not accept responsibility for any injuries to persons, or loss or damage, resulting from the use of the garden. You are advised to take care on the slate steps and to use the hand holds as you climb up the garden. In no circumstances must anyone climb on the dry stone walls or enter the fenced off areas at the top of the garden.

You must take all necessary steps to safeguard your personal property – our insurance policy does not cover the personal possessions that you bring into Ellerys.

## **9. Right of Entry and Breakdowns**

We (or our representatives) reserve the right of entry to Ellerys at all reasonable times for the purpose of inspection or to carry out any necessary cleaning, repairs or maintenance.

Electrical or other failures must immediately be reported to the Caretaker; please do not attempt to effect repairs yourself.

We cannot be held responsible for the failure of the telephone, gas, water and electricity utility companies.

#### **10. Pets/Dogs**

Unless specifically stated on your booking form, pets are NOT permitted at Ellerys. Dogs may be allowed if you are prepared to accept liability for any damage they may do to the property: please add £40 to your security cheque.

- Dogs must not be allowed on the furniture; owners are expected to bring suitable bedding for their animals.
- Dogs must not be left unattended in the property
- Dogs must be kept under control in the garden – the garden is not 100% secure; if your dog fouls the garden, it must be cleared up immediately (charges will result if this is not done).

#### **11. Termination**

If you fail to observe any of the Conditions of Booking we have the right to require you to vacate the property at once and without any compensation becoming payable to you.

#### **12. Complaints**

We have made every effort to provide you with helpful and accurate information in our brochure and website. The description and photographs are intended to give general guidance and we cannot be liable for any incorrect information.

Great care has been taken to present Ellerys to a high standard but if there is any dissatisfaction with the accommodation we should be contacted immediately.

#### **Chris Welch & Gill Prater**

Ellerys, 1 North Quay, Padstow, PL28 8AF

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