

Booking Conditions 2008

1. General

- 1.1 WWW.SURFS-VIEW.CO.UK is the trading name of NM & NJ EMANUEL.
- 1.2 Customers renting property through NM & NJ EMANUEL are referred to as 'the Guest'.
- 1.3 NM & NJ EMANUEL are the owners of the property (hereafter referred to as 'the Owners' or 'the Owner'). The rental arrangements are made by NM & NJ EMANUEL, on behalf of the Owners and the contractual relationship is directly between the Owners of the property and the Guest.

2. Duration and Times of Rental

- 2.1 Rentals are for a maximum of four weeks and commence at 3pm on the first day of the rental and end at 10am on the day of departure unless otherwise notified. This period is hereafter referred to as 'the Holiday'.
- 2.2 The period booked will be stated on the Booking Confirmation provided to the Guest when they book and cannot be exceeded unless NM & NJ EMANUEL give written approval. The Guest will be liable for any cost of whatever nature incurred because of an unauthorised extension.

3. Deposit

- 3.1 If a booking is made eight weeks or more before the Holiday is due to start, a deposit of one-third of the rent is payable.
- 3.2 If a booking is made less than eight weeks before the Holiday is due to start, the full rent, plus any additional charges, must be paid at the time of booking.
- 3.3 Should NM & NJ EMANUEL not accept or reject a booking request, the rent and any additional charges paid by the Guest will be refunded immediately.

4. Final Payment

- 4.1 Unless otherwise agreed by NM & NJ EMANUEL in writing, the price for the Holiday shall be the rent for the property as set out in the NM & NJ EMANUEL Brochure ('the Brochure') at the time of the booking.
- 4.2 Subject to condition 6, as soon as the booking is received and accepted by NM & NJ EMANUEL, the Guest is liable for payment of the balance of the rent, along with any additional charges.
- 4.3 Payment of the rent and additional charges are payable to NM & NJ EMANUEL eight weeks before the start of the Holiday ('the Due Date') and non-payment by the Due Date may be treated as a cancellation.
- 4.4 If payment is not received by the Due Date, then the Guest will lose their booking and the deposit will be forfeit.
- 4.5 NM & NJ EMANUEL do not and shall not be responsible for sending reminders of the Due Date. The Due Date will be set out on the Booking Confirmation.

5. Changing a Booking

5.1 Once a booking has been accepted by NM & NJ EMANUEL, the booking can only be changed to another property by treating the original booking as a cancellation (see condition 6).

5.2 The dates of the Holiday may be changed providing the property is available for the new dates and the Owners accept the change. In this case, a £20 plus Value Added Tax ('VAT') re-booking fee is payable to NM & NJ EMANUEL.

6. Cancellation

6.1 A booking can only be cancelled prior to the start of the Holiday.

6.2 A Guest who wishes to cancel the Holiday must notify NM & NJ EMANUEL in writing ('Cancellation Notice').

6.3 Subject to clause 6.4, the full rent is refunded in the event of cancellation due to death, injury, illness, or a summons for Jury Service of any member of the booking party, or close relatives or business associates of the Guest which reasonably prevents the Guest from being able to take up the Holiday.

6.4 If the Guest wishes to terminate the Holiday under clause 6.3, then they must provide the Cancellation Notice within seven days of them becoming aware that they cannot take up the Holiday.

6.5 For the purpose of this condition, consecutive weeks at two or more properties are considered to be one Holiday.

6.6 Also, for the purpose of this condition, 'close relatives' shall mean spouse, father, mother, grandparents, father-in-law, mother-in-law, brother, sister, child or step-child.

6.7 Clause 6.3 does not apply to a cancellation due to:

1. pregnancy or associated illness;
2. any illness or injury which is insufficiently serious to prevent the person taking the Holiday;
3. illness or medical conditions known at the time of making the booking.

6.8 In the event that the Guest cancels the booking due to a reason under clause 6.3 then, upon receipt of the Cancellation Notice, Classic Cottages will send out a Cancellation Form which must be completed in full by a doctor and returned within 28 days from receipt of the Cancellation Notice. If the cancellation falls within clause 6.3, then no further payment is due and all previous payments will be refunded in full.

6.9 In the event that a cancellation is made other than under clause 6.3, then a cancellation charge is payable depending on the number of days before the Holiday start date the Cancellation Notice is received by NM & NJ EMANUEL. The amount payable is set out below:

Number of days before Holiday start date that notification is received	Cancellation Charge (as a percentage of the total cost of the Holiday)
0 - 13 days	100%
14 - 27 days	75%
28 - 55 days	60%
56 days or more	Deposit

7. Optional Extras

Where the property being rented has optional extras, they are listed on the Web site and will be charged at the rates shown.

8. Discounts

A discount of 5% may be available to a Guest who wishes to re-book a property which they have rented during the previous eighteen months. Only one discount may be applied to each booking.

9. Price Changes

9.1 NM & NJ EMANUEL reserves the right to amend prices quoted on the Web site due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

9.2 Subject to condition 22, any changes in the rate of VAT will be borne by the Guest.

10. Method of Payment

Payments may be made by cheque, credit card, debit card, electronic bank transfer, postal order or cash. Cheques or postal orders should be made payable to 'N Emanuel' and can only be accepted up to two weeks prior to the holiday. Cash should always be sent by recorded delivery post. Post-dated cheques are not acceptable. Any charges raised against Classic Cottages by their bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to the Guest who is liable to reimburse NM & NJ EMANUEL within seven days of receipt of notification from NM & NJ EMANUEL. All payments by credit card will attract a surcharge of 2.5% of the transaction value which is non-refundable.

11. Overseas Bookings

Overseas Guests may pay in Sterling by cheque drawn on a UK bank, Mastercard, Visa card, or by international electronic transfer. Any charges for payments from overseas will be passed on to the Guest.

12. Eligibility

Bookings will not be accepted from:

1. groups of single people under the age of 25;
2. all male or all female parties of more than three people.

13. The Holiday

The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

14. The Guest's Obligations

The Guest agrees:

1. to pay for all gas, electricity, fuel and telephone charges incurred during the Holiday unless included in the rent;
2. to pay for any losses or damages to the property caused by the Guest or a member of their party (reasonable wear and tear excluded), unless the cost of making good such loss or damage can be fully recovered under any householder's insurance policies maintained by the Owners;
3. to take good care of the property and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday unless otherwise specified. Should the Owner be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again. If a Guest is excluded from two or more properties by different Owners, then NM & NJ EMANUEL have the right to refuse any more bookings from that Guest, at any other property;
4. to permit the Owners and NM & NJ EMANUEL reasonable access to the property;
5. not to part with possession of the property, or share it, except with members of the party shown on the Booking Form;
6. not to sell or transfer the booking to another party without NM & NJ EMANUEL agreement;
7. not to exceed the total number of people stipulated in the property description – a cot may only be occupied by a child aged 24 months or less;
8. not to cause an annoyance or become a nuisance to occupants of adjoining premises;
9. not to smoke at a non-smoking property.

15. Non-availability of Property

If for any reason beyond the Owners' control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for holiday letting, all rent and charges paid in advance by the Guest will be refunded.

16. Liability

16.1 NM & NJ EMANUEL will not be liable for any act, neglect or default on the part of the Owners 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 Guest or any other person may suffer or incur arising out of, or in any way connected with the rental unless NM & NJ EMANUEL is responsible. In addition, the Owners and NM & NJ EMANUEL accept no liability for loss of or damage to the Guest's possessions on the Owners' property or land.

16.2 Nothing in these conditions excludes or limits the liability of NM & NJ EMANUEL or the Owners:

1. for death or personal injury caused by NM & NJ EMANUEL or the Owners' negligence;
2. for any matter which it would be illegal for NM & NJ EMANUEL or the Owners to exclude or attempt to exclude their liability.

17. Web site Descriptions

Some of the information on this Web site relates to matters beyond the properties such as shops and public houses. Closure of such premises and other changes to external facilities are outside NM & NJ EMANUEL control. If NM & NJ EMANUEL is aware of any material changes to the Web site at the time of the Guest's booking, then it shall endeavour to inform the Guest of these changes.

18. Complaints

8.1 All complaints must be notified to NM & NJ EMANUEL as soon as reasonably practicable, as NM & NJ EMANUEL may be required to carry out an on-the-spot investigation and if necessary, request the Owner to take remedial action.

18.2 If NM & NJ EMANUEL or the Owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then this may result in a reasonable reduction of any compensation which may be payable to the Guest arising out of such a complaint.

19. Pets

19.1 Pets are only permitted with the prior consent of NM & NJ EMANUEL and the Owners and where pets are permitted, they are to be kept under control and exercised off the premises.

19.2 Pets are not permitted in the bedrooms or on the furniture and neither NM & NJ EMANUEL nor the Owners can accept responsibility for their safety. Pets must not be left in the property unsupervised as this can result in considerable damage to the property and distress to the pet. A weekly charge will be made for each pet.

19.3 Where the description of a property states 'Regret no pets' or otherwise restricts the keeping of pets at the property, NM & NJ EMANUEL or the Owners cannot guarantee that there have been no pets previously kept at the property.

20. Inventory

Where an inventory is provided, any discrepancies are to be reported to the Owner or the Housekeeper within 24 hours of arrival, otherwise the inventory will be deemed to be correct.

21. Linen

A change of linen is provided between Holidays and a change of linen is provided weekly during Holidays. Towels and tablecloths are not always provided and Guests should bring their own unless otherwise notified.

22. VAT

VAT if applicable is included in the rent

23. Breach of Contract

23.1 If there is a breach of any of these conditions by the Guest or any of their party, the Owners or NM & NJ EMANUEL reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

23.2 If there is a breach of any of these conditions by NM & NJ EMANUEL or the Owners, then the Guests have the right to end the Holiday and leave.

23.3 Ending the Holiday by either NM & NJ EMANUEL, the Owner or the Guest does not affect that party's other rights and remedies.

24. Governing Law and Jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts.

25. Authority to Sign

The person who completes the Booking Form certifies that:

1. he or she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date;
2. the signatory is over eighteen years of age;
3. they agree to take responsibility for the party occupying the property, and to notify NM & NJ EMANUEL if they are not a member of that party.

26. Discrepancies

In case of a discrepancy between these Booking Conditions and any other contents of a NM & NJ EMANUEL Web site, these Conditions shall prevail, but this shall not limit NM & NJ EMANUEL liability for failure to supply the accommodation as described on the Web site.

27. Previous Web sites

This Web site and these Booking Conditions replace and supersede all previous Web sites and Booking Conditions.

28. Validity Clause

In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.