

## **Booking Conditions**

In these Booking Conditions, 'you' and 'your' means all people named on our booking system (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means Bella Vista, 19 Gap Road, Hunmanby Gap, near Filey, Yorkshire.

You agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977 or any similar legislation that applies in Scotland and Northern Ireland.

## **Making your booking**

All bookings depend on the property being available. You as the person in charge of the party ("the party leader") must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these booking conditions. You, as the party leader, are responsible for making all payments due to us.

As long as the property is available and we have received all the relevant payments from you, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking. Your binding contract with us will begin when we issue you with the written confirmation.

For bookings made within 14 days of the departure date, you will have a binding contract with us when we give written confirmation of your booking to you and you have made the appropriate payments to us. If we pay the deposit into our bank account, it will not mean we accept a booking unless we have issued you with written confirmation.

We will give you written confirmation by email. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email. If you book by post or phone, we will send your confirmation to you by email unless you tell us at the time of booking that you would prefer it to be provided by post. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing and promptly refund any money that you have paid to us. In this case, we will not have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

## **Cancellation by you**

If you need to cancel or amend your booking, you must telephone us as soon as possible and follow up with confirmation in writing or email. A cancellation will not take effect until we receive written confirmation from you. If you cancel your booking more than eight weeks prior to arrival date, we will retain the initial £100 deposit and refund the balance of any money you have paid us. If you cancel your booking less than eight weeks prior to the arrival date, we will retain the initial deposit and the rental.

A deposit of £100 is required to confirm a booking and is non-returnable.

The balance is due no later than 8 weeks prior to arrival date.

We do not take a security deposit or booking fee.

Call us for best available rates and last minute bookings.

### **Cancellations or changes by the owner**

The owners do not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected. The owner has the right to do this. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change; however we will have no further liability to you.

### **Events beyond our control**

Unless we say otherwise in these booking conditions, unfortunately neither we nor the owner will be legally responsible either jointly or individually for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we or the owner could not, even with all due care avoid, including but not limited to:

- strike;
- lock-out or labour dispute;
- natural disaster;
- acts of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction including advice from the foreign office to leave or avoid a certain country;
- accident;
- breakdown of equipment or machinery;
- insolvency or bankruptcy of an owner;
- fire, flood, snow or storm;
- difficulty or increased cost in getting workers, goods or transport;
- and other circumstances affecting the supply of the arrangements.

### **Disabilities and medical problems**

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you make your booking and give us full details in writing as early as possible before you travel. If the owner reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

### **Arrival and departure**

You can arrive at the property at any time after 3pm (unless we tell you otherwise, for example on your confirmation or in the key collection details we send you) on the start date of your rental period. You must leave by 10am on the last day.

### **Behaviour - you and all members of your party agree**

to keep the property clean and tidy;  
to leave the property in a similar condition as you found it when you arrived;  
to behave in a way at all times while at the property which does not break any law;

- Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others;
- not to use the property for any illegal or commercial purpose;
- Not to sublet the property or part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party.

Maximum occupancy: You also must not allow more people than the brochure states to stay overnight in the property. You cannot arrange for visitors to the property without the advance consent of the owner. You cannot significantly change the number of adults or children during your stay, (for example, if you book for two adults and two children, you cannot arrive with four adults and no children). You must not hold events (such as parties, celebrations or meetings) at the property without the advance consent of the owner. If you do any of these things, the owner can refuse to hand over the property to you, or can repossess it. If the owner does this, we will

treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we or the owner will not be legally responsible to you as a result of this situation, (this will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation). Neither we nor the owner are under any obligation to find any alternative accommodation for you.

### **Pets**

Pets are allowed. If you take a pet with you, it is not allowed upstairs, on beds or furniture. You must not leave any pets unattended in the property, including any garden.

If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in the property nor can we accept any responsibility for any subsequent health reaction.

It is your responsibility to make specific enquiries before booking as some property owners may take their own pets to a property.

If there is a charge for taking a pet, you will be told at the time of booking.

**No Smoking** this property is no smoking (including E-cigarettes).

### **Damage**

You are responsible for and agree to reimburse to the owner all costs incurred by the owner and/or us as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. The owner can ask for an extra payment from you to cover any such costs.

The owner expects the property to be left in a reasonable state on departure. If in the owner's or caretaker's opinion, additional cleaning is required, you will be liable to the owner for the cost of this cleaning.

### **Right of entry**

The owner is allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, the owner's own terms and conditions or any other terms that apply to your booking and/or the property. The owner or its representative also is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens, you will be given reasonable notice first.

You agree to allow the owner or their representative (including workmen) access to the property as required by this clause.

### **Unreasonable behaviour**

The owners of all properties can refuse to hand over their property if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or if the owner has reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens, the contract between you and the owner will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you.

The owners of all properties can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken or is likely to break any of these booking conditions, the owner's terms and conditions or any other terms and conditions applicable to the property which you have been told about. If this happens, you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs the owner has as a result of your behaviour as set out as above.