

BOOKING FORM

PLEASE COMPLETE IN BLOCK CAPITALS AND RETURN TO :

Steve & Lyn Oggelsby, 18 Knowle House Close, Kingsbridge, Devon, TQ7 1AN, UK

Please reserve Casa Elena

From 4PM on | | to 10AM on | |

Normal booking dates run from Saturday to Saturday unless otherwise agreed.

For guests. Ladies Gentlemen Children

Name:

Address:

Postcode: Email:

Tel (Day): Tel (Eve): Mobile:

Total Rental Amount: £

Less 25% Deposit £

Balance due 8 weeks prior to departure £

PLEASE NOTE: FULL PAYMENT MUST BE RECEIVED NO LATER THAN 8 WEEKS PRIOR TO DEPARTURE. FOR BOOKINGS MADE LESS THAN 8 WEEKS IN ADVANCE, FULL PAYMENT IS REQUIRED ON BOOKING.

WE STRONGLY RECOMMEND THAT YOU OBTAIN HOLIDAY INSURANCE AND DRAW YOUR ATTENTION TO OUR STRICT CANCELLATION POLICY WITHIN OUR TERMS AND CONDITIONS.

Payment Method WE ACCEPT THE FOLLOWING CREDIT CARDS: VISA MASTERCARD, SWITCH OR CHEQUES MADE PAYABLE TO SM & LA OGGELSBY

Credit Card Number:

Expiry Date: | Start Date: Issue Number (if applicable)

Verification Code (last 3 digits on signature strip):

How would you like to receive your confirmation? Email Letter

Name and age of persons occupying the property (max 6):

Name: Age:
.....
.....
.....
.....
.....

Please note: Any changes to your party must be notified prior to accepting keys.

To Make a Booking:

TELEPHONE US ON +44 (0)1548 854242 TO CONFIRM THAT THE PROPERTY AND DATES YOU REQUIRE ARE AVAILABLE. THIS RESERVATION IS HELD FOR 7 DAYS TO GIVE YOU SUFFICIENT TIME TO SEND YOUR BOOKING FORM AND DEPOSIT. IF WE DO NOT HEAR FROM YOU THEN, THE BOOKING WILL BE VOID.

COMPLETE THE BOOKING FORM AND RETURN IT TO US WITH A 25% DEPOSIT. ALL CHEQUES ARE MADE PAYABLE TO SM & LA OGGELSBY. CHEQUES FROM PERSONS OUTSIDE THE UK MUST BE A CHEQUE DRAWN FROM A UK BANK OR STERLING DRAFT. UPON RECEIPT OF YOUR BOOKING FORM AND DEPOSIT, WE WILL FORWARD CONFIRMATION OF THE BOOKING, INCLUDING DETAILS OF MONIES RECEIVED, BY EMAIL OR LETTER. WE MUST RECEIVE THE BALANCE NO LATER THAN 8 WEEKS BEFORE ARRIVAL: FAILURE TO DO SO WILL RESULT IN YOUR BOOKING BEING FORFEITED. BOOKING FORM MUST BE COMPLETED IN FULL IN ORDER TO CONFIRM A BOOKING.

DAMAGE EPOSIT
YOU WILL BE LIABLE FOR ANY DAMAGE TO THE PROPERTY. WE SHALL RETAIN/REQUIRE YOUR CREDIT/DEBIT CARD DETAILS AND YOU HEREBY AUTHORISE US TO CHARGE YOUR NOMINATED CARD IN RESPECT OF DAMAGE INCLUDING COSTS IN EXCESS OF THE AMOUNT OF ANY DAMAGE DEPOSIT HELD. SEE 6.2 IN TERMS AND CONDITIONS.

Please confirm availability with Owners prior to completing this booking form.

I HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS & CONDITIONS OF BOOKING

SIGNATURE: DATE:

TERMS AND CONDITIONS

1. THE CONTRACT

The contract entered onto is between Stephen & Linda Oggelsby (the Owners) and the person completing and signing the Booking Form (the Hirer) The contract is not effective until the required payment has been received and confirmation sent from the Owners to the Hirer.

2. BOOKING

Bookings cannot be accepted by:

- a. Persons under the age of 25 years.
- b. Parties where the majority of members are less than 25 years (except families or supervised groups)
- 2.1 The number of persons occupying the property must not exceed the maximum stated in the current property description. (Babies under 2 are not normally counted as a member of a party).
- 2.2 The person who signs the booking form (the Hirer) will be responsible for all persons included on the form and should ensure that they are aware of the booking conditions.
- 2.3 The Hirer must notify the Owners of any alterations to the names of persons occupying the property.
- 2.4 The Owners reserve the right to decline any booking or refuse to hand over a key to any person who has not complied with the booking conditions.

3. RESERVATION

- 3.1 Provisional reservations can be accepted by telephone and must be confirmed within 7 days by the arrival of a booking form and the required deposit.
- 3.2 Provisional reservations will be cancelled after 7 days without further reference.
- 3.3 To secure a reservation:
 - a. Complete all parts of the booking form.
 - b. Send the completed form together with 25% of the total cost of the holiday.
 - c. Pay the balance of the cost 8 weeks before the holiday is due to start (it should be noted that reminders are not sent out)
- 3.4 If the balance is not received within the time specified the Owners reserve the right to cancel the booking and retain the deposit.
- 3.5 Bookings made within 8 weeks of the start of the holiday require payment in full at the time of the booking.
- 3.6 Payment for bookings can be made by cheque drawn on a London bank payable in Sterling to SM & LA Oggelsby, by Credit Card (cards accepted: Visa, Mastercard, Maestro), direct bank transfer or by PayPal.

4. CANCELLATION

- 4.1 Once a booking is confirmed the Hirer is responsible for the total cost of the holiday.
- 4.2 In the event of cancellation by the Hirer the Owners will endeavour to re-let the property, and if successful may refund any monies paid less the deposit, which is non-returnable.

5. BOOKING ALTERATIONS

- 5.1 Any change in holiday dates will be subject to the agreement of the Owners.
- 5.2 Any alteration to the booking by the Hirer will be subject to an administration charge of £35.00.
- 5.3 If for reasons beyond its control, the Owners have to cancel or alter arrangements made for the Hirer it will make every effort to offer an alternative property of one is available.
- 5.4 If the Hirer does not accept the alternative offered, the Owners will return to the Hirer any monies paid, whereupon the Owners' liability will cease.

6. DAMAGE, LOSS AND NUISANCE

- 6.1 The Hirer agrees:
 - a. To pay £100 damage deposit per week (or part week) for the property.
 - b. That the supervision of children, babies, and any adults requiring care remains the responsibility of the hirer at all times.
 - c. To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied.
 - d. To pay for any damage or loss however caused, excluding reasonable wear and tear, incurred during occupation.
 - e. Not to cause nuisance or annoyance to occupants of nearby property.
 - f. To allow reasonable access to the property by the Owners or their agents if it is deemed necessary.
- 6.2 Damage discovered will be notified to the Hirer and costs charged against damage deposit and/or nominated credit/debit card will be confirmed in writing within 21 days of vacation.

7. OCCUPANCY

Occupancy shall be from (4.00pm) on the day of arrival to (10.00am) on the day of departure (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this). A late departure fee of £50 will become payable if cleaning is delayed.

8. SERVICES

Reasonable usage of gas, water and electricity services is included in the tariff.

9. PETS

We regret that pets are not allowed in the property. If the Hirer takes a pet into the property the Owners are entitled to terminate the letting immediately and the Hirer remains liable for the total cost of the holiday without entitlement to any refund.

10. DESCRIPTIONS

- 10.1 Whilst the Owners make every effort to ensure the accuracy of the property descriptions, descriptions are inevitably subjective and are for guidance only. If there are points of particular importance please, contact the Owners to clarify information.
- 10.2 Whilst the Owners have taken all reasonable steps to ensure that the information contained in its brochure, Websites, tariffs, leaflets, advertisements and any other form of promotional material are accurate, the Owners reserves the right to alter, substitute or withdraw any service, facilities or amenity.

11. LIABILITY

- 11.1 The Owners cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property and its, plumbing, gas, electrical, or otherwise, or exceptional weather.
- 11.2 No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the party during occupancy.
- 11.3 If due to reasons beyond the control of the Owners, the accommodation is not available whatsoever, the Owners will refund the deposit, but the Owners will be under no further liability towards you.

12. COMPLAINTS

- 12.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owners or caretaker immediately and in any event before departure to allow remedial action to be taken. The Hirer should telephone the Owners on 01548 854242.
- 12.2 It is specifically agreed that failure by the Hirer to notify the Owners of any complaint in accordance with the timescale set out in clause 12.1 will entitle the Owners to refuse to entertain the complaint, irrespective of its merits.

13. WAIVER

The failure of the Owners to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

14. LEGAL PROVISIONS

- 14.1 The law of England governs the construction, and performance of this Agreement and the parties submit to the jurisdiction of the English Courts.
- 14.2 The Hirer agrees that the contract with the Owners is made at the Owners' premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owners.
- 14.3 Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.