

HOLIDAY LETTING AGREEMENT

Terms and Conditions

Rental Payment:

In order to confirm your booking a 25% non refundable booking deposit or full payment must be paid immediately. The deposit may not be refunded (see cancellations below). If we do not receive your payment and both these signed forms within 3 working days of your verbal or email confirmation, then we will release your reservation and will not be able to guarantee that the property will subsequently be available. The booking is only confirmed once the funds have cleared.

We must receive the balance of the rental fee 4 weeks prior to the booking arrival date. If payment is not received by us in full by the date given in our confirmation letter then we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out below will apply.

Bookings received 4 weeks or less before the booking arrival date must be paid in full.

Although we would not anticipate any costing errors on the confirmation invoice, should there be an obviously incorrect price shown, then we will issue a new invoice and will not be bound by the price shown on the incorrect invoice.

Please note that no reminders of payment dates will be sent.

Cancellations – by you (lead guest)

You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us. In the event of cancellation, the following charges apply:

Less than 4 weeks prior to arrival date - 100% of full cost
Between 4-6 weeks prior to arrival date – 90% of full cost
6 weeks or more prior to arrival date – 75% of full cost

If you wish to cancel your booking please let us know and we will try to re-let. If we are successful then all monies paid so far, less a £50 handling fee and less any late booking discount we may have to offer to ensure a booking, will be reimbursed.

Cancellations – by us

It is extremely unlikely that we will have to make any changes to the agreed rental of 'The Beacon'. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property because of force majeure or for any reason that makes the property unfit for rental, you will receive a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

Summary:

- a 25% booking deposit or full payment must be paid immediately and returned by the date stated
- the balance to be paid 4 weeks prior to arrival

The Keys

You will be provided with one set of keys and the key collection instructions will be sent to the booker by email, once the full payment has been received.

Your Contract

A binding contract comes into existence when your booking is confirmed by telephone and in all other cases when we dispatch our confirmation invoice. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.

Terms and Conditions

1 General

1.1 In this Agreement any reference to the masculine includes the feminine.

1.2 This Agreement is made on the basis that the Property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Tenant acknowledges that this Agreement shall not confer on the Tenant any security of tenure within the terms of that Act.

1.3 Where the Tenant comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally.

2 The Property

2.1 The Property is the Property specified above. The garden must not be entered under any circumstances at the present time. Children must be supervised at all times whilst using the balcony.

3 The Deposit

3.1 The Tenant must pay the Deposit specified above to the Landlord with the Rent. The Tenant is liable for any major damage.

4 Insurance

4.1 At all times throughout the Term the Landlord shall effect suitable building insurance cover for the Property and shall insure the Landlord's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against from time to time, with an insurance office of repute for the full cost of reinstatement.

4.2 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord for the Property and the Landlord's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

4.3 The Tenant is responsible for their own travel insurance.

5 Quiet Possession

5.1 The Landlord agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

6 Underletting

6.1 The Tenant must not assign, underlet or part with or share possession of the Property or any part of it.

7 Use of Property

7.1 The Tenant shall use the Property for the purpose of a private holiday residence for a maximum of 'agreed' persons only and not for any other purpose whatsoever and the Tenant must not use the Property or any part of it for any improper, immoral or illegal purposes.

7.2 Only the named guests are permitted to use or stay in the property. The maximum number of people must not exceed the normal occupancy of four people in the apartment. The owners have a right at all times to refuse access to the property for people who are not members of the party.

7.3 The apartment must be left clean on departure.

8 Advertisements

8.1 The Tenant must not display notices or advertisements in the windows or elsewhere on the Property.

9 Nuisance

9.1 The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

10 Damage

10.1 The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property or adjoining property.

11 Alterations to Property

11.1 The Tenant shall not (nor allow others to) make any alterations or additions to the Property or its decorations, fixtures or fittings and the Tenant shall not (nor allow others to) remove any of the Landlord's possessions, from the Property.

12 Maintenance

12.1 The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged fixtures, fittings and effects with similar articles of at least equal value, reasonable wear and tear and damage by accidental fire excepted.

12.2 The Tenant must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms.

12.3 The Tenant must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes.

13 Pets

13.1 The Tenant shall not keep or allow pets of any kind at the Property.

14 Smoking

14.1 The Tenant shall not smoke or permit smoking inside or on the premises, including the balcony.

15 Reporting Disrepair

15.1 The Tenant must report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

16 Rights of Access

16.1 The Tenant must allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property that may be necessary during the Term pursuant to the Landlord's repairing obligations or to carry out maintenance of the appliances or to execute all work necessary to remedy the Tenant's breach of any covenant contained in this Agreement regarding repair, maintenance or decoration.

17 End of the Term

17.1 The Tenant must leave the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term.

18 Safety Regulations

18.1 The Landlord confirms that all furniture and furnishings comply with the relevant fire safety regulations.

18.2 The Landlord shall ensure that all appliances, flues and installation pipe work in the Property are checked regularly.

18.3 The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger.

19 Public Indemnity and public Liability

19.1 The Owner does not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a Customer's booking. The booking contract exists between the Owner and the Customer and is limited to the rental of the Property. The information and descriptions supplied are believed to be accurate

and are offered in good faith. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the Owners control for which the Owner accepts no liability. In addition, no liability can be accepted by the Owner for any injury, loss or damage suffered by the Customer, any member of the Customers party or any visitor to the Property arising out of or in connection with the use of the Property. Unless resulting from the negligence of the Owner. The Customer must ensure that all children are supervised at all times whilst in and around the apartments, in particular on the balcony.

20 Force Majeure

The landlord will not be liable or accountable for any unforeseen situations or unforeseen circumstances. This may be such situations as weather conditions, local or national strikes, or anything out of the ordinary.

21 Complaints

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 14 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause.

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property for the Rent and Term in accordance with the conditions stated within this Agreement.

PRIVACY POLICY

This privacy policy sets out how The Beacon (The Beacon and Royal Sands holiday homes) uses and protects any information that you provide.

We are committed to ensuring that your privacy is fully protected. We may change this policy occasionally, by updating this page.

What information we collect:

If you choose to make a booking with us or an enquiry, we will collect details that you provide in relation to that booking or enquiry.

We collect the following information that you provide:

- * Name
- * Contact information including email address
- * Details regarding the accommodation that you wish to book
- * Other information relevant to enquiries and/or bookings

We use reputable third party website providers to advertise our holiday accommodation. We also use PayPal to offer you a more secure way to pay by credit or debit card, as we will never see your card details. The data is encrypted for extra protection against fraud and identify theft.

What we do with the information we collect:

We use this information to process your holiday booking/reservation. We may also use

this information to understand your needs and provide you with a better service. Primarily, we use this information for the following reasons:

- * Internal record keeping
- * To improve our services
- * To keep you updated about your holiday
- * To ensure your holiday accommodation needs are met
- * We may contact you for market research purposes e.g. feedback

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have physical, electronic and managerial procedures in place to safeguard and secure the information we collect. We do not collect or store customer's financial details (credit or debit cards details).

Links to other websites

This privacy policy only applies to this website. If you follow links to other websites please read their privacy policies.

Controlling your personal information

We will not sell, distribute or lease your personal information to third parties unless we are required by law to do so. You may choose to restrict the collection or use of your personal information.

You may request details of personal information that we hold about you under the General Data Protection Regulations. Please note that a small fee will be payable. If you would like a copy of the information held on you, please email The Data Protection Officer at info@thebeacon-filey.com or telephone 07891 604432.

If you believe that any information we are holding about you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

How long we retain information for:

We have a system of retention periods in place to ensure your information is only stored whilst it is required for the relevant purposes or to meet legal requirements. Where information is no longer required, we will ensure that it is disposed of or deleted in a secure manner.