Onyx House Booking Terms and Conditions

Bookings are subject to the following terms and conditions as agreed to at the time of booking and will form the basis of your contract with us.

1. Contract

A contract between the Client (you) and Onyx House (The Owner) will come into existence when we receive payment and accept your booking by issuing a confirmation of booking for the holiday dates. The contract binds you and all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms and conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking. You should check your booking confirmation form carefully.

2. Payment

A non-refundable deposit of 20% of the holiday price is payable at the time of booking. Bookings made less than 31 days before your arrival date must be accompanied by the full amount of the holiday charge. The balance must be paid so as to arrive no later than 31 days before the commencement of your holiday. If the balance is not received by the due date then your holiday will be treated as a cancellation and you will remain liable to pay the balance of the rent.

3. Damages

In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result. You are required to keep the property clean and in good order (see 6. And 8. below) You will be charged the cost of remedying any breach of these obligations together with the cost of any service or goods provided. The Owner reserves the right to make a charge to cover additional cleaning costs if the client leaves the property in an unacceptable condition. Please note that in the event that any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.

4. Cancellations

All cancellations must be immediately notified by telephone and then in writing via email. If you cancel your holiday more than 31 weeks before it is due to start then your deposit will be forfeit. If you cancel less than 31 days prior to the holiday then the full balance remains due and is not refundable.

All banking fees that we incur when issuing any refund will be paid by the Client, not Onyx House.

We strongly advise that you take out comprehensive travel insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation. The Owners will endeavour to re-let the property by making the dates available again on the website and all portals and agents used at that time. If we are unable to re-let, the full balance will remain payable by you and the deposit will not be refunded. If The Owners only succeed in re-letting the property for part of the booked period it shall refund an amount equal to the money paid less the rental for the period which it is not let. If we are unable to re-let the property at all then all monies paid by you shall be forfeit to The Owners. Any balance remaining will remain payable by you.

Your booking will not be cancelled by the owner except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

5. Changes of Date

We may consider a request from you to change the dates of the booking after the confirmation has been issued. Agreement will be given where the request is received more than six months away from the start of the booking, subject to the availability of the property.

6. Use of property

The number of persons using the accommodation at any time must not exceed 20 and only those people who were included in the booking can occupy the property. We reserve the right to terminate the booking without notice and without refund in case of a breach of this condition. The client may in no circumstance re-let or sublet the property, even free of charge.

The internet connection is available (at no extra cost) subject to technical availability. The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building or grounds.

Children under 18 must be supervised by their parents/guardians at all times.

We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons booked (or their guests) may impair the enjoyment, comfort or health of others.

7. Bookings

Bookings cannot be accepted from persons under eighteen years of age. We (the owner) reserve the right to refuse a booking without giving any reason.

8. Care of Property

We or our representative reserve the right to enter the apartment at any time to undertake essential maintenance or for inspection purposes. Smoking anywhere on the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by pets or smoking will be at the expense of you. Please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. In the event that you notice damage in your accommodation please let us know immediately so that we can take the appropriate action. If there have been any breakages during your stay, we would be grateful if you advise us before you leave. The accommodation will be inspected at the end of the holiday & you may be charged for any loss or damage found. You are legally bound to reimburse The Owners for replacement, repair or extra cleaning costs on demand.

Please remember to lock the doors and close the windows when you leave your property unoccupied.

All inventory must remain in the property it was in at arrival and not be taken to another property.

Consideration must be shown and demonstrated at all times, please remember we have neighbours and loud music and noise outside the property must be avoided after 10pm. We expect all guests to enjoy the facilities and treat the property with the same respect that they would with their own house.

9. Pets

Well behaved dogs are allowed at the property on the condition that they have their own baskets and sleeping arrangements and that no animals are left alone in the property. There is a charge per dog, this is advised at the booking stage.

Please ensure all dog mess is picked up as the charge does not include for picking up dog mess. Pets must be kept out of the bedrooms at all times.

10. Period of Hire

Tenancies normally commence at 3pm unless otherwise agreed and guests are required to vacate the apartment by 10am on the day of departure. This allows the accommodation to be thoroughly cleaned and prepared for incoming guests. The Client shall leave the property in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning.

11. Complaints

Any problem or complaint which the client may have concerning their holiday must be immediately reported directly to us/our representatives and we will endeavour to put matters right. Any complaints not reported to us/the property manager at the time and only reported after the client has returned from holiday will not be considered by the proprietor.

12. Health and Safety

The Client shall take all reasonable and proper care and observe the notices and rules relating to Health and Safety around the property.

In the event of an emergency guests should dial the emergency services on 999 immediately.

13. Liability

The Owners (for itself, it's employees and agents) shall not be liable to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred, arise out of in any way connected with the rental. No term of the contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract.

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.

Other helpful information can be found in the Onyx House Welcome located in the house, or on the website <u>www.onyx-house.co.uk</u>