

# Conditions of Hire

## 1. General

Scorer Property is a trading name of Scorer Property Services Ltd. The company is registered in England No. 477490 with the registered address 15a Duke Street, Dartmouth, Devon TQ6 9PY.

Scorer Property act as agents for the owners of the properties. The rental agreements are made by Scorer Property on behalf of the owner of the property and the guest.

## 2. Booking

Your application must be made on the Booking Form through our website, completed in full. Bookings made more than 6 weeks in advance require a £100 deposit plus a non-refundable booking fee of £20. The balance is due 6 weeks before your holiday commences. Bookings made less than 6 weeks in advance require the full charge plus the booking fee.

## 3. Balance Payment

When a deposit is paid, the balance is due 6 weeks before the commencement of the holiday. This is the full rental – the £100 deposit is returned after your stay. If the balance is not received within 7 days of the due date, Scorer Property reserves the right to cancel the accommodation as per the conditions for cancellation.

## 4. Method of Payment

Payments can be made by:

- a) Cheque made payable to Scorer Property Services
- b) Online payment

Should Scorer Property incur any bank charges due to dishonoured cheques or card payment, these will be added to your account.

## 5. Eligibility

Scorer Property reserves the right to accept/refuse bookings at their discretion. Bookings may not be accepted from:

- a) Groups of single persons under the age of 30 years.
- b) All male or all female parties in excess of two.

## 6. Price Changes

Scorer Property reserves the right to amend prices quoted on the website due to errors or omissions.

## 7. No Pets Permitted

**Balcony 'on the Beach', Flat 3, Seagull House, St Ives.** Please note that if you suffer from pet allergies, we cannot guarantee that there have not been pets in this property, as the owners may bring their own pets even when the property states no pets.

## **8. Duration and Times of Letting**

Lettings commence from 3pm on the first day of the tenancy and end at 10am on the last day of the tenancy.

## **9. Key collection and return**

In Dartmouth, keys are available from the Dart Marina Hotel (next to the Higher Ferry) on the day of arrival (from 3pm) and keys are to be returned through the letterbox of Scorer Property Services, 15a Duke Street, Dartmouth.

Some keys will be sent out by post approximately 1 week before the start of the holiday and they are to be posted back at the end of your stay. Deposits are returned on receipt of keys.

## **10. Cancellation**

Cancellations must firstly be advised by telephone to Scorer Property followed by written or emailed confirmation within 7 days. Scorer Property will use their best endeavours to secure another booking on the property for the same term and if possible for the same charge but reserve the right to negotiate a charge. Any refund will be made less the booking fee, which is non-returnable. Scorer Property shall not be liable at the suit of any hirer of accommodation on the grounds that Scorer Property have not used their best endeavours or for any other reason. If the cancellation is covered by insurance, you must also advise the insurance company. If the property has not been re-let and is not covered by the holiday cancellation insurance, the full charge will still become due 6 weeks before your holiday commences.

## **11. The Tenancy**

The tenancy confers upon the tenants the right to occupy for a holiday within the meaning of schedule 1, paragraph 9 of the Housing Act 1988.

## **12. The Tenant Agrees**

- a) To keep and leave the accommodation in a clean and tidy state returning all furniture to the place in which it was found on entry. A cleaning service is not provided during the tenancy.
- b) To pay for any breakages and damage.
- c) Not to cause a nuisance to neighbours.
- d) To allow the owner, agent or tradesmen reasonable access. Although Scorer Property does not wish to disturb your holiday, we do reserve the right to enter the property during your stay should the need arise.
- e) **To leave the accommodation in a state and condition suitable for the occupation for another hirer. If this is not the case he/she will be liable for the hire charges as shown for the accommodation for the period until it is so available for any loss or damage which shall be occasioned thereby.**
- f) Not to part with possessions of the property, or share it, except with members of the party shown on the booking form.
- g) Not to exceed the total number of people it sleeps as detailed in the property description.

Should the booking conditions not be met, the tenant agrees to pay any additional charges incurred and the owners or Scorer Property reserve the right to re-enter the property or terminate the tenancy.

## **13. Non Availability of Accommodation**

If due to any occurrence beyond the control of the owner and his agent the accommodation is not available as booked, e.g. fire, flood, should we have no similar properties to move you to all monies paid will be refunded in full but neither will be under any further liability towards the hirer.

#### **14. Liability**

The agents, Scorer Property, do not accept liability 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 Tenants or any other person may suffer or incur arising out of, or in any way connected with the letting. In addition, the Owner accepts no liability for loss of or damage to the Tenants' possessions on the Owners' property or land.

#### **15. WiFi**

WiFi is included in all of the properties. The Tenant agrees to comply with all current legislation regarding the use of WiFi and the internet. Scorer Property and the Owners accept no liability for the loss or damage to the Tenant's possessions or data, nor for the unavailability of the WiFi or the internet connection.

#### **16. Parking**

All parking is at your own risk, including spaces hired through Scorer Property.

#### **17. Complaints Procedure**

If you have any cause for dissatisfaction please contact us immediately by calling our office 01803 834090 (or 07816 989736 out of office hours) or email [scorer@dartmouthonline.co.uk](mailto:scorer@dartmouthonline.co.uk).

It is important that we see the reason for the complaint before any remedial action is taken. We regret that we cannot consider any complaints where we have not been given an opportunity to investigate the complaint and endeavour to put matter right during the tenancy or the complaint made on departure or after your return home.