

## Railholiday Ltd. - Booking Conditions

1) The Applicant certifies that they are authorised to accept the Booking Declaration below on behalf of all persons who will occupy the property and that they are all, apart from infants, aware of the Booking Conditions.

2) No booking will be valid until at least the Booking Deposit has been received by Railholiday Ltd (The Company) and a Confirmation Form returned to the Applicant.

3) The balance of the rental must be received by the date advised on the Confirmation Form, which will be 8 weeks prior to the start of your holiday. For holidays booked within 8 weeks of the start date, full payment of the rental must be made at the time of booking.

4) If you have to cancel your holiday you should write to Railholiday Ltd at the address on the Confirmation Form. The day on which your letter is received is your date of cancellation. Monies paid by you will then be refunded less the cancellation charges shown in the table below. Attempts will then be made to re-let the property, at a different price if necessary, and if successful, the Applicant will be reimbursed as much of the cancellation charge as possible such that Railholiday Ltd retains the rental income afforded by the original booking. Any such refund will be less an administration charge of £90 and less any expenses incurred in re-letting the property, eg. Advertising. If you cancel before the balance is due, you will be refunded £30 of your deposit.

Days between cancellation and holiday start	Amount forfeited
More than 56 days	£90
29-56 days	50% of holiday cost
15-28 days	75% of holiday cost
1-14 days	90% of holiday cost
0 days	Total holiday cost

5) The maximum number of guests who may occupy the property and the surrounding grounds is as per the brochure, except by prior agreement with Railholiday Ltd

6) Pets are allowed subject to the charges as shown on the Booking Form and the prior agreement of Railholiday Ltd. Pets are accepted subject to the Applicant accepting liability for any damage they may do and on condition that they are not left unattended in the property. Suitable bedding and covers for seats must be brought for them. Any fouling of the site must be cleared immediately. Dogs must be under close control when outside the garden area associated with the particular property.

7) No smoking is allowed inside the property.

8) Electricity, all other services and the use of bed linen and towels are included in the holiday cost quoted in the price list.

9) The property will be available from 3.30pm on the holiday start day and must be vacated by 10.30am on the finish day except by special arrangement with Railholiday Ltd.

10) Any complaints must be made to Railholiday Ltd or its representatives, immediately.

11) Whilst Railholiday Ltd takes every reasonable care to ensure the accuracy of the Brochure and any supporting information, it cannot be held liable for inaccuracies, although it undertakes to notify the Applicant as soon as possible of any material changes.

12) The use of the amenities provided by Railholiday Ltd such as barbecue facilities, play equipment etc is entirely at users / guardians risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of persons who use them except as provided in paragraph 14 below.

13) If the property should not be available for any reason outside of the control of Railholiday Ltd or for any reason Railholiday Ltd is not able to comply with this agreement, Railholiday Ltd shall refund to the Applicant all monies paid. The liability of Railholiday Ltd is limited to refunding such monies.

14) Railholiday Ltd shall have no liability for the death of, or personal injury to, the Applicant or any member of their party, unless it results from The Companies act or omission. Railholiday Ltd accepts no liability for loss or damage to the personal property of the Applicant or their party.

15) All contracts will be deemed to have been made in Cornwall and be subject to English Law.

### **Declaration**

In booking a holiday the Applicant signifies agreement with the following declaration;

“I declare that I am over 18 years of age and agree that this booking is made in accordance with the ‘Booking Conditions’ above. I agree to be held responsible for the balance of the rental. I undertake to take care of the property, to not allow smoking inside and to pay for any damage caused to it or its contents by me or my party. I will leave the property in a clean and tidy condition and will return the key as arranged.”