

PROPERTY BOOKING CONDITIONS

1. GENERAL

Rosie Sutherland Limited ("the Company") acts as a booking agent and not as a principal. It arranges bookings of holiday accommodation as agent for the owners of that accommodation ("the Property Owner").

1.1 Before making a booking, you must telephone or write to the Company to obtain confirmation that the chosen property is available for the dates required. You must send the Company a completed and signed booking form and cheque for the deposit and within 5 days of receipt of confirmation of availability.

1.2 A binding contract between the person who has signed the Booking Form and the Property Owner will be made when the Company issues the holiday confirmation statement as agent for the Property Owner. You are responsible for payment of the price of the accommodation and the compliance of members of the party stated on the Booking Form with any of these conditions dealing with occupancy of the property.

1.3 Bookings cannot be accepted from people under 18 years of age at the time of booking.

2. PAYMENT

2.1 Bookings and reservations will only be accepted by the Company upon receipt of a deposit of one third total rental plus the insurance premium if required. Cheques should be made payable to ROSIE SUTHERLAND LTD.

2.2 The balance must be paid not later than 8 weeks before the commencement of the holiday. Failure to pay the balance at this time will constitute cancellation by You. Receipts and directions to the property will be sent on receipt of the balance. Some properties may have different arrangements for payment of the balance, which will be explained at the time of booking.

2.3 If you are booking less than 8 weeks before departure, the full rental is payable on sending the Booking form to the Company.

2.4 Receipt and banking of any deposit shall not constitute acceptance of any booking.

2.5 All payments should be made to the Company at the address stated at the top of the Booking Form.

3. THE PRICE

Prices are in pounds sterling and the rental period is weekly, unless otherwise stated. Usually the minimum let is two weeks. Properties are let fully furnished and equipped including tableware, bath and bed linen, but not including swimming towels. Fuel for lighting, cooking, refrigeration and hot water is included in the cost of the rental but not heating fuel (should be unnecessary May to October) the cost of which must be paid directly to the owner or his representative during your stay. Cots are sometimes available but you are asked provide your own cot linen. Please check when making reservations. A telephone deposit is required. Usually there is a meter for charging but if not a delay of up to 8 weeks in estimating your bill is not unusual. Some properties have different conditions for letting which are indicated before making the booking. The company shall be entitled to vary the advertised selling price to reflect: a) any change in the exchange rates of the pound sterling and any relevant currency since the date of confirmation of the booking; b) any increase in the cost of services included in the booking provided otherwise than by the Company, its servants or agents; c) the imposition of any tax, charge or levy whether in England or elsewhere provided that any surcharge raised in accordance with (a) (b) and (c) of this paragraph shall not exceed 12% of the total price.

4. ALTERATIONS OR CANCELLATION BY THE COMPANY

4.1 In the unlikely event that it is necessary to make an alteration to or cancel the accommodation you have booked the company will inform you of such alteration or cancellation and if requested the Company will if possible arrange alternative holiday accommodation of a similar type and standard and in a similar location as that originally requested by you (though the Company reserves the right to charge you any difference in price).

4.2 If the proposed alternative accommodation is not acceptable to you, the Company will refund in full all monies paid and shall be under no other liability.

5. CANCELLATION BY YOU

5.1 Any cancellation made by you (for whatever reason) shall be in writing addressed to the Company at the address stated at the top of the booking form. The effective date of cancellation is when written notification is received by the Company.

5.1.1 If the Company receives written instructions to cancel the holiday 8 weeks or more before its intended start date then the Company will refund all monies paid less the Deposit.

5.1.2 If the Company receives written instructions to cancel the holiday less than 8 weeks before its intended start date, you are liable to pay the full cost of the accommodation for the cancelled period. If the Company is able to re-let the accommodation for the cancelled period, the balance will be returned to you less the deposit, a basic retention of £100 and the Company's administrative costs.

6. AMENDMENTS BY YOU

6.1 Upon receipt of your confirmation statement, please check the details to make sure they are correct. Any corrections can be made up to 28 days from receipt of confirmation, but cannot be rectified beyond that date. If after your booking has been accepted you require us to amend it in any way, or to re invoice you, we reserve the right to charge an amendment fee of £25 per Booking Form. The Company reserves the right to treat a change of property and/or holiday dates which is made at your request as a cancellation of one holiday and the booking of another.

7. INSURANCE

7.1 The Company strongly recommends that you should take out adequate Travel Insurance to protect you against the risks of cancellation, medical expenses and baggage loss whilst overseas. If you do not already have your own insurance arrangements in place such as an annual travel policy, please discuss this with the Company when making your booking.

8. INFORMATION

8.1 While the company makes all reasonable efforts to ensure that descriptions supplied by Property Owners are accurately reproduced, the Company cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph/illustration/text used and the actual property may arise.

8.2 Property Owners reserve the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, Property Owners reserve the right to alter or delete furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice.

8.3 If material changes occur after your booking is confirmed the Company will advise you if there is time before departure.

9. NUMBER OF PEOPLE USING ACCOMMODATION

9.1 The number of persons using the accommodation shall not exceed the maximum number stated in the relevant property description without prior written agreement from the Company. A supplement will be payable for extra beds. In the event that the maximum number is exceeded without such agreement, the Property Owner reserves the right to refuse or revoke the booking (at their sole discretion).

10. ACCESS

10.1 The Property Owner or his/her representative shall be allowed access to the accommodation at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance.

11. ARRIVAL AND DEPARTURE

11.1 Unless you are advised otherwise the normal time of occupation is after 4.00 pm on the holiday start date, and the accommodation must be vacated by 10.00 am on the last day. If these times are difficult please advise the company at the time of booking. If your arrival is delayed you must inform the Property Owner or his representative so that suitable arrangements can be made for entry to the accommodation.

11.2 If you are unable to arrive at the accommodation by midday on the day following the holiday start date you must inform the Property Owner of your intended late arrival. Failure to arrive by midday on the day following the holiday start date and failure in those circumstances to inform the Property owner constitutes cancellation by you.

12. PETS

12.1 Pets are not allowed without prior written permission of the Property Owner.

13. YOUR RESPONSIBILITIES

13.1 You agree to keep the accommodation and all furniture, fittings and effects in or on the accommodation in the same state of repair and condition as at the commencement of occupation, and will leave the accommodation in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your occupation, and you are also responsible for paying appropriate compensation to the Property Owner direct or to the Company as agent for the Property Owner.

13.2 A Security Deposit may be required for the property. This will be payable with the balance 8 weeks ahead or may be payable locally at the time of occupancy. If no loss or damage has occurred the Security Deposit will be repaid to you.

14. COMPLAINTS

14.1 In the unlikely event that you are disappointed with the accommodation, you should first contact the Property owner or caretaker who will use all reasonable endeavours to solve the problem." Where this is not possible, you should contact the Company. If after that you still feel that the problem has not been resolved to your reasonable satisfaction then you must within 7 days of returning from holiday, put your comments in writing to the Company who will forward them to the Property owner.

15. LIABILITY OF THE COMPANY AND PROPERTY OWNER

15.1 Death or Personal Injury. Neither the Company (as agent for the Property Owner) nor the Property Owner shall be responsible for the death of or personal injury to any persons using the accommodation unless this results from the proven negligence of themselves or their employees.

15.2 Force Majeure The Company shall not be liable for any loss, breach or delay due to any cause beyond the Company's reasonable control including though not limited to act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance; or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, embargoes, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. Under any such case the Company shall be entitled to treat the contract as discharged.

15.3 In the event of such discharge the Company's liability shall be limited to the return to you of sums you have paid the Company less an administrative charge of £20 to cover the Company's reasonable expenses.

15.4 The Company cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers, etc. nor for failure of public utilities such as water and electricity.

15.5 Neither the Company nor the Property Owner is responsible for noise or disturbance originating beyond the boundaries of the accommodation or which is beyond the control of the Company and/or the Property Owner.

15.6 The Company will try to ensure that details of properties provided by Property Owners are accurate, but the property will not necessarily have been visited and inspected by a representative of the Company. The Company is dependent on the Property Owner retaining the property for you. The Company knows of no reason why the Property Owner might not retain the property but your exclusive remedy for failure of a property to comply with its description or for failure by a Property Owner to make a property available in accordance with his/her contract with you is against the Property Owner.

16. LAW

16.1 All contractual obligations arising out of these booking conditions shall be deemed to come into existence in London, and be subject to English law and the exclusive jurisdiction of the English courts.