

# Self Cater **Bay** Apartments

## BOOKING FORM



BOOKING FORM

Details of Hirer

Name	
Address	
	Postcode
Telephone No. (Home)	(Mobile)
Email	

Details of Party

Number of adults	Number of children (under 18)	Number of infants (0-2)
Names of party members (including age if under 18)		
	Age	Age
	Age	Age
	Age	Age
	Age	Age
	Age	Age
	Age	Age
	Age	Age
	Age	Age

Accommodation Details

Address			
Date from	(Check-in 3pm)	To	(Check-out 10am)

Special Requests


Payment Details

Booking fee	£	<b>I confirm that I am 18 years or older and have read and understood the Conditions of Hire (see attached / overleaf)</b>  <b>Print name</b>  <b>Signature</b>  <b>Date</b>
Accommodation cost	£	
Additional charges	£	
Details of above		
Refundable damage deposit	£	
<b>Total cost</b>	<b>£</b>	
Amount paid at time of booking	£	
Balance	£	
To be paid before:		

\*American Express not accepted

## Conditions of Hire

### 1. CONTRACT OF HIRE

The Contract of Hire shall be between the Hirer (and all members of their party) and the Property Owner(s) and subject to the Conditions of Hire. Bay Apartments (hereafter referred to as BA) is a trading name of Bay Estate Agents Ltd and act only as agents for the Property Owner(s) and are not principals. The Contract of Hire is not effective until payment has been received and written confirmation of the Booking is dispatched to the Hirer. BA has the responsibility of administering your Booking. At all times we act as an agent working under the direction and control of the Property Owner. The everyday management of the Property is undertaken on the Property Owner's behalf and under their direction. Therefore, we will accept no responsibility for any problems that may arise from the Property and all legal responsibility will remain with the Property Owner(s). We reserve the right to amend prices without notice. All Property information that is displayed on our website or in our brochure is given in good faith and has been approved by the Property Owner(s). Although we take all reasonable steps to ensure the descriptions and our records are accurate, we rely on the Property Owner(s) to inform us of any changes or updates as and when they occur. BA will accept no responsibility for any inaccuracy in the advert.

### 2. INITIAL PAYMENT

For bookings made within 56 days of arrival, the full balance is required. For bookings made more than 56 days prior to arrival, a deposit of 50% of the total rental is required. Until this deposit is received, and written Booking Confirmation sent, any reservation made is provisional and may be varied or cancelled without notice. Each reservation is subject to a non-refundable Booking Fee, to be paid in full at the time of booking.

### 3. BALANCE PAYMENT

The balance of the rental falls due 56 days before your arrival date. BA reserve the right to re-let the Property if payment is not received by that date.

### 4. VALUE ADDED TAX (VAT)

Where applicable this is included in the rental prices and administration fees quoted. Any charges inclusive of VAT are subject to change in accordance with rate changes.

### 5. PAYMENT

Payment by debit card is the preferred method, however credit card payments (except AMEX) are accepted at no additional charge. We are also able to accept payment by bank transfer. Any charges for international bank transfers are at the Hirer's cost. We are only able to return money to UK bank accounts. Cheque payments are not accepted.

### 6. BOOKING FEE

A Booking Fee of £30 plus VAT is charged at the time of booking and is non-refundable in the event of cancellation by the Hirer.

### 7. BOOKING CONFIRMATION

A Booking is only confirmed once the initial payment has been received by BA and written Booking Confirmation sent (by email) from BA to the Hirer. From this point, the Hirer is responsible for the full cost of the Booking and any subsequent payments.

### 8. PRICING

BA reserve the right to adjust any prices quoted online, due to errors or changes in the VAT rate.

### 9. BOOKING AMENDMENTS

Once the Hirer has made the initial payment and the Booking has been confirmed by BA, the requested dates are fixed and reserved. In the event that the Hirer needs to amend the booking dates, the Hirer should give BA as much notice as possible and confirm in writing. Any amendments to Booking dates must be agreed in writing by BA on behalf of the Property Owner and are subject to availability at the Property. There is an administration charge of £35 plus VAT for booking amendments. The Hirer will also be liable for the difference in rental cost should the new Booking dates fall under a higher rate category.

### 10. LEGAL

The Property will be available to you and named party members on the booking form and shall be used solely for the purpose of a holiday within the meaning of Section 9 of The Rent Act, 1977. Bookings will not be accepted from Hirers under the age of 18. BA reserve the right to refuse bookings solely at their discretion.

### 11. CANCELLATION

BA must be notified of a cancellation in writing (by email) as soon as possible. The Hirer is liable for all monies due should a cancellation arise within 56 days of the reservation start date. If written cancellation is received more than 56 days prior to the reservation start date, then the initial deposit is forfeit along with the Booking Fee. At BA'S sole discretion, with the agreement of the Property Owner(s), in order to mitigate loss of the Hirer, BA may be able to re-let the property and refund the rental payment, either partially or in full, less an administration charge of £75 plus VAT. The Booking Fee is non-refundable. Whilst every effort is taken by BA to assist with booking cancellations, the final decision is made by the Property Owner, so we are not able to guarantee a refund in the event of cancellation. The Hirer is advised to take out the necessary travel insurance in order to safeguard the total cost of the holiday.

### 12. FORCE MAJEURE

In the event of cancellation due to a Force Majeure event (for example, natural disasters, the outbreak of hostilities, epidemic or pandemic [as categorised by a national or international health organisation]), the hirer will have the following options:

- To amend the booking to a later date, subject to availability at the Property. No amendment fee will be charged in this instance; however, the Hirer will be liable for the difference in rental cost should the new booking dates fall under a higher rate category. Similarly, should the new booking dates fall under a lower rate category, the Hirer will be reimbursed for the difference in cost.
- To request for the booking dates to be put 'on hold' until the Hirer can confirm alternative future dates for the booking (within an agreed timeframe)
- To obtain a refund of the full costs of the booking, excluding the Booking Fee.

It is the responsibility of the Hirer to contact BA to discuss a suitable option as outlined above. Once agreed, the Hirer will not have any further claims against BA or the Property Owner(s).

### 13. OVER STAYS

In no circumstance may the period booked be exceeded, unless prior written permission

has been given by BA with the permission of the Property Owner(s). You will be liable for all additional charges in respect of such an extension, which may include damages, should a failure to vacate disrupt an incoming booking.

### 14. DAMAGE DEPOSIT

A refundable damage deposit of £200 is payable for the first week of the booking and £50 for each additional week. A damage deposit of up to a maximum of £500 may be required on some properties. This will be stated at the time of booking and is taken by card payment at least one week before the booking commences. Providing the property has been left in accordance with our Conditions of Hire, the damage deposit will be returned in full as soon as BA have confirmation from the housekeeper / Property Owner(s) that the Property has been left in an appropriate condition. Damage deposits are returned within 10 working days by bank transfer (to a UK bank account) or to the debit or credit card used for initial payment.

### 15. DAMAGES

The main condition of acceptance of any booking is that good care is taken of the property. All damages and breakages are the legal responsibility of the Hirer and should be notified to BA prior your departure date. The cost of damage, breakages and costs incurred as a result of excessive utility charges or breach of the Conditions of Hire shall be payable on request and/or as a deduction from the damage deposit. BA reserve the right to refuse future bookings if it is deemed that a property has been mistreated by the visitor.

### 16. APARTMENTS

These are always leasehold, and the Property Owner(s) is legally bound to observe covenants within the head lease of the buildings. Such covenants may refer to; parking in communal areas, refuse collection, noise, and pets. These covenants will also bind you as an occupier. Full details will be available in the Property. The Hirer should be considerate of other residents at all times and not do anything that may cause nuisance.

### 17. OCCUPANCY

The maximum number of people (excluding babies 0-2 years) to be accommodated is displayed clearly on every property description. This may not be exceeded, nor shall the Hirer part with possession of the Property or sub-let or share it, except with members of the party shown on the booking form. BA reserve the right to refuse entry to a property if the maximum number is exceeded or make a charge for each additional guest.

### 18. PROPERTY PARTICULARS

BA take every care to ensure the accuracy of the property descriptions. All information is given in good faith and is believed to be correct at the time of publication. However, BA cannot be held responsible for changes beyond their control which may become known after publication. Further, BA cannot accept liability for happenings outside its reasonable control such as: breakdown of domestic appliances, plumbing, wiring, sudden temporary invasion of pests, damage resulting from exceptional weather conditions or owner's negligence resulting in loss, injury or accident. As our properties vary in terms of age, layout and features (E.g. steep stairs, low ceilings), we advise the Hirer to query this at the time of booking, to ensure that the Property is suitable for all party members.

continued overleaf



## Conditions of Hire continued

### 19. AVAILABILITY

In the event that the Property becomes unavailable on the dates reserved due to circumstances beyond their control, BA will make every endeavour to find an alternative property. If the alternative is unacceptable to the Hirer, then BA will refund all monies paid with the provision that the Hirer will have no further claim against the Property Owner(s) or BA. The Hirer is advised to take out travel insurance to cover this eventuality.

### 20. COMPLAINTS PROCEDURE

If the Hirer is not satisfied with the accommodation provided, they should contact BA immediately upon their arrival. BA shall take every step to ensure that complaints are dealt with swiftly. We ask you to confirm all complaints in writing. BA will not respond to any complaints received after the reservation has ended unless we are previously aware of the issue.

### 21. AMENITIES

The Hirer agrees that the use of the Property and all amenities provided is entirely at their risk. Neither BA nor the Property Owner(s) have any liability to you or any of the holiday party for any personal injury, illness, loss or damage to your property howsoever caused, nor for the loss or theft of any property or money during your stay. However, BA do not seek to exclude or limit liability for the negligence of our servants or agents.

### 22. CLEANLINESS

The Hirer is responsible for the Property and is expected to take reasonable care of it. The Hirer agrees to leave the Property, particularly kitchen utensils and appliances, clean and tidy. Since there may only be a limited time in which to clean the Property between bookings, excessive cleaning and/ or delay in cleaning caused by late checkout will incur a charge.

### 23. SMOKING

Smoking is prohibited inside all our rental properties and communal areas (where applicable). Any waste resulting from smoking in outdoor areas / balconies must be safely discarded by the Hirer prior to check-out. Any damage / excess cleaning required due to smoking in the Property / communal areas will be charged to the Hirer.

### 24. KEY COLLECTION / DROP

Keys may be collected from the Bay Estate & Letting Agents, Maritime Quarter office (unless otherwise stated on check-in details) from 3pm on the start date of the reservation. Our office opening hours are between 9am and 5:30pm Monday to Friday and between 10am and 4pm on Saturdays and Sundays. We are

closed on Bank Holidays. Please contact us 7 days prior to arrival to give an approximate arrival time. If arriving outside of office hours, keys will be left in a key safe outside our office and we will contact you with instructions for access. BA will not be held responsible for any misuse or malfunction of the key box.

Checkout is at 10am on the day of departure and keys must be returned to our office by this time to avoid additional charges. If for any reason the office is closed, keys can be posted through the letter box. Keys must be returned as agreed. In the event that keys are not returned, a charge will be incurred to cover the change of locks and replacement keys. Please be aware that the code on the key fob is a security number and not the house/flat number.

### 25. ACCESS STATEMENT

It is the responsibility of the Hirer to satisfy themselves that the Property is going to be suitable for the individual needs of all members of their party. A full access statement and specific details relating to each property can be provided on request and no claim for compensation will be considered by BA or the Property Owner(s) should a problem arise which causes the reservation to be cancelled or terminated early by the Hirer.

### 26. SECURITY

When vacating the Property for any period, the Hirer is required to ensure that all windows and doors are checked and securely locked. The security of personal belongings and vehicle parking are at the Hirer's own risk.

### 27. TELEVISION & MOBILE PHONE

TV and mobile reception vary considerably, and reception can be dependent on weather conditions. BA accept no liability for this.

### 28. INTERNET

Where internet access is provided, it may from time to time be subject to loss of connection or malfunction. BA will not accept any liability or responsibility if for any reason the service is not available or not functioning. When using Wi-Fi at any of the properties where it is provided, the Hirer is liable for any data/information downloaded during the dates of their stay. Where Wi-Fi is provided, it should be used for browsing and e-mail only. Any excessive downloads will be charged for. Internet use at any of the properties where it is provided is subject to the terms of use.

### 29. APPLIANCES

Where an appliance malfunctions both BA and the Property Owner(s) will endeavour to remedy the problem as soon as possible. BA will not accept responsibility if an immediate solution is not possible.

### 30. ACCESS ARRANGEMENTS

BA, the Property Owner(s), and nominated tradesmen may require access to the Property during your stay to undertake regular maintenance such as gardening or window cleaning and for any emergency repairs, as required.

### 31. LINEN & TOWELS

Linen and towels are generally provided (unless otherwise stated). Additional bedding and towels can be hired out at an additional cost.

### 32. PETS

Please notify BA in writing if you intend to bring a pet. Pets are accepted only by prior written approval. Please note that it is unlikely that pets will be allowed in a leasehold apartment as covenants within the head lease prevent this. Where pets are allowed, an extra charge of £30 plus VAT per pet per week will be levied. It is also expected that any pets are up to date with flea and worming treatments and evidence of this may be requested. Pets are to be kept under strict control and should not be allowed to foul gardens or communal areas. Pets should not be left unattended at the Property at any time. Pets are not allowed on beds or furniture and must be kept to the ground floor of the Property (where applicable). The Hirer will be liable for any damage or additional cleaning required for hygiene reasons and responsible for any evidence left by pets at the Property.

### 33. SPECIAL REQUESTS & ADDITIONAL ITEMS

Any special requests must be communicated at the time of booking and confirmed in writing. Although we will try to pass any reasonable requests on to the Property Owner(s) we cannot guarantee that a request will be met. The provision of baby cots and highchairs are subject to an additional charge and are in limited supply. It is the Hirer's responsibility to check availability of these items at the time of booking.

### 34. DATA PROTECTION

BA respects your privacy and is committed to protecting your personal data. Our privacy notice can be viewed by clicking this link or visiting [www.bayestateagents.com/about-us/privacy-statement](http://www.bayestateagents.com/about-us/privacy-statement). This will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you. By accepting these terms and conditions you also consent to the use of your personal data as set out in our Privacy Policy.



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