

## Conditions of Hire contiued

### 17. 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.

### 18. KEY COLLECTION / DROP

Keys may be collected from the Bay Estate & Letting Agents, Maritime Quarter office on the start date of the reservation during office working hours. Our office opening hours are between 9am and 5:30pm Monday to Friday and between 10am and 2pm on Saturdays. We are closed on Sundays and Bank Holidays. Please contact us 7 days prior to arrival to give an approximate arrival time. If arriving outside of office hours, the Hirer agrees to contact Bay Apartments at least 7 days prior to arrival so that alternative key collection can be arranged. This may incur an additional charge. Access to a key box may be provided. Bay Apartments will not be held responsible for any misuse or malfunction of the key box. Check-in is at 2pm on the reservation start date. Check-out 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.

### 19. 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 Bay Apartments or the Property Owner(s) should a problem arise which causes the reservation to be cancelled or terminated early by the Hirer.

### 20. SECURITY

When vacating the property for any period of time 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.

### 21. TELEVISION & MOBILE PHONE

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

### 22. INTERNET

Where internet access is provided, it may from time to time be subject to loss of connection or malfunction. Bay Apartments 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 visitor 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.

### 23. APPLIANCES

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

### 24. ACCESS ARRANGEMENTS

Bay Apartments, 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.

### 25. LINEN & TOWELS

Linen is generally provided (unless otherwise stated). Towels are generally not provided (unless otherwise stated) and can be hired with advanced notice.

### 26. PETS

Please notify Bay Apartments 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 per pet per week will be levied. Pets are to be kept under strict control and should not be allowed to foul gardens or communal areas. Pets are not allowed on beds or furniture and the Hirer will be liable for any damage or additional cleaning required for hygiene reasons. Pet hairs should be removed before departure.

### 27. 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, highchairs and folding beds are subject to an additional charge. It is the Hirer's responsibility to check availability of these items at the time of booking.



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Photo: View of Bay from Kilvey Hill ©Neil Beer



# 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
Names of party members (Age if under 18)		
	Age	Age

## Accommodation Details

Address			
Date from	(Check-in 2pm)	To	(Check-out 10am)

## Special Requests

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## Payment Details (Please note a 2.5% surcharge will apply on all credit card payments\*)

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>
Accommodation cost	£	
Additional guest(s)	£	
Details of above		
Refundable damage deposit	£	
Credit card surcharge (2.5%)	£	
<b>Total cost</b>	<b>£</b>	
Amount paid at time of booking	£	
Balance	£	
To be paid before:		
		<b>Print name</b>
		<b>Signature</b>
		<b>Date</b>

## For office use only

Card type:	Credit <input type="checkbox"/>	Debit <input type="checkbox"/>
Card No:	Expiry Date:	

\*American Express not accepted

email to: selfcater@bayestateagents.com

## 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, a trading name of Bay Estate Agents Ltd (hereby referred to as We), 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.

Bay Apartments 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. Bay Apartments 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 any reservation made is provisional and may be varied or cancelled without notice.

### 3. BALANCE PAYMENT

The balance of the rental falls due 56 days before your arrival date. No reminder is issued. We reserve the right to re-let the property if no payment is received by that date. Each reservation is subject to a booking fee of £24.

### 4. VALUE ADDED TAX (VAT)

Where applicable this is included in the rental prices and administration fees quoted.

### 5. 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 persons under the age of 18. We reserve the right to refuse bookings solely at our discretion.

### 6. OVER STAYS

In no circumstance may the period booked be exceeded, unless prior written permission has been given by Bay Apartments with the permission of the owner. 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.

### 7. 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 credit or debit card one week before the booking commences. Please note that credit cards will incur a surcharge of 2.5%. Providing the property has been left in accordance with our conditions of hire, the damage deposit will be returned in full as soon as we have confirmation from the housekeeper / owner that the property has been left in an appropriate condition. Damage deposits are returned by bank transfer or to the debit or credit card used for initial payment. Credit card surcharges apply for the return of a damage deposit by card.

### 8. 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 the Property Owner(s) or Bay Apartments 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.

Bay Apartments reserve the right to refuse future bookings if it is deemed that a property has been mistreated by the visitor.

### 9. 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 to do anything that may cause nuisance.

### 10. 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. Bay Apartments reserve the right to refuse entry to a property if the maximum number is exceeded or make a charge for each additional guest.

### 11. PROPERTY PARTICULARS

Bay Apartments 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, Bay Apartments cannot be held responsible for changes beyond their control which may become known after publication. Further, Bay Apartments 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.

### 12. AVAILABILITY

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

### 13. COMPLAINTS PROCEDURE

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

### 14. CANCELLATION

As holiday accommodation is booked in advance, if cancelled it is difficult to re-let, especially in the event of short notice cancellation. Bay Apartments must be notified of a cancellation in writing. 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 over 56 days prior to the reservation start date then the initial deposit is forfeit along with the booking fee. In the event that we are able to re-let the property on your behalf, we will return your rental payment in full, including initial deposit, less an administration charge of 15% and the booking fee. The Hirer is advised to take out the necessary cancellation insurance in order to safeguard the total cost of the holiday.

### 15. PAYMENT

Please note that there is a 2.5% charge for credit card payments. There is no surcharge for debit card payments. Cheques are accepted on a discretionary basis and are subject to a £24 administration fee should there be insufficient funds for the cheque to clear and it is returned or refused for any reason.

### 16. AMENITIES

The Hirer agrees that the use of the property and all amenities provided is entirely at their risk. Neither Bay Apartments 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, Bay Apartments do not seek to exclude or limit liability for the negligence of our servants or agents.

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