

# Ocean Dawn

## Terms & Conditions

Email: info@oceandawn.com

### Terms & Conditions

Please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact Al & Kay Varley (hereafter called the Owner) for clarification before you sign these Terms and Conditions and the Booking Form.

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your vacation arrangements.

Your vacation home rental includes Accommodation as booked, including services e.g., Gas, Water and Electricity. Prices shown on our web site are based on 4 people occupying the house. Additional persons are charged at \$20 per person per night.

**NOT** included in our rental prices: a) Flights/Ferry's b) Car Hire c) Holiday Insurance

A **Deposit** of \$1000.00 CAD or 50% of the total rental fee (whichever is less) must accompany bookings, the deposit is refundable if the booking is cancelled with greater than 60 days notice subject to the booked period being re-let. If less than 60 days notice clause 4 applies.

1. Bookings are valid after:
  - a. The Booking and Terms & Conditions forms have been completed, signed and received by the Owner/Property Manager and
  - b. The appropriate deposit has been paid and
  - c. The booking has been confirmed in writing by the Owner/Property Manager to the Guest
2. The person who signs the Booking Form certifies that he or she is authorised to agree the Booking Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 21 years or over. Bookings cannot be accepted from parties of young people under 21 years of age.
3. The **Total Rental Fee minus the deposit** must be paid 8 weeks prior to the commencement of the rental.

A **Security Deposit** of \$500 CAD must be paid on arrival by a separate cheque. The Security Deposit cheque will be returned to the guest up to 21 days after completion of the rental provided all keys are returned and the Owner's Property Manager reports no damage, loss or excessive cleaning is required. If damage is reported that costs in excess of the \$500 we reserve the right to claim this from the Guest.

A **Cleaning Charge** of \$150 CAD, which will cover the cleaning of the residence and doing the laundry will also be required on arrival, though please take note of paragraph **6(b)**. This can be paid in Cash or Cheque to the property manager.

We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date. Any cancellation charges detailed elsewhere in this document will then apply.

In the event of a cheque not being honoured by the bank that it is drawn, we will make a charge of \$100 CAD to cover the bank charges and our administration costs

# Ocean Dawn

## Terms & Conditions

Email: [info@oceandawn.com](mailto:info@oceandawn.com)

4. If the Guest wishes to cancel the booking they should advise the Owner immediately by telephone followed by a confirmatory letter or email. The Owner shall be entitled to retain all payments already made (except the Security Deposit) until the booked period is re-let and to recover, if not already paid, the balance of the rental charge as follows:  
  
30-60 days notice: 50% of the rental charge  
  
Less than 30 days notice: 100% of the rental charge
5. In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest. Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.
6. The Guest agrees to pay the full cost of any breakages, losses or damage to the property (the Owner's Property Manager will be sole arbitrator on cause of damage or loss). Furthermore the Guest agrees to
  - a. Take good and reasonable care of the property and leave it in a clean and tidy condition at the end of the rental, with all crockery and cutlery used, cleaned and put away.
  - b. Should the residence be left in an extremely dirty condition, garbage not removed, dirty dishes or appliances left in an unusually greasy condition etc, an extra cleaning charge will apply at a rate of \$25 CAD per hour and will be deducted from the Damage Deposit.
  - c. To report any damage, loss, and problem or concern **immediately it is discovered** to the Owner's Property manager in Canada. Failure to do so will make any subsequent claim invalid.
  - d. To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary.
  - e. To use and occupy the property as residential premises and for no other purposes.
  - f. Not to sublet or share the property except with persons nominated on the Booking Form.
7. No liability is accepted by the Owner for any loss or damage caused by the loss of Mains services i.e. Electricity, Gas, and Water or of any malfunction of the appliances. Nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner
8. The property is available after 4:00pm on the day of arrival and must be vacated by 11:00 am on the day of departure, unless other arrangements are made with and agreed by the Owner in writing. Failure to comply with this may result in extra rental charges that the Guest agrees to pay.
9. The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent vacation. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).
10. The Owner does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.

# Ocean Dawn

## Terms & Conditions

Email: info@oceandawn.com

11. As owners of the property, we, our servants or agents, will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war or threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the owner's control.
12. Strictly **No Smoking** is allowed inside the house at anytime, contravention of this will render your booking void and all monies will be forfeited.
13. Pets are not allowed unless the Owner has been given full details of the size, type and number of pets and the Owner has agreed in writing to the Guest.
14. Our house is a duplex situated in a residential area, it is a condition of the rental that you should be reasonable and considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours.
15. Complaints: We sincerely hope you do not have any!.....But in the unlikely event that you wish to register a complaint during your stay, contact the Property Manager immediately and follow this up with a letter. Give a copy to the Manager and send us a copy on your return. Unfortunately we are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability.
16. Please retain a copy of these Terms & Conditions for your reference.

**IT IS STRONGLY RECOMMENDED THAT GUESTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH MAY OCCUR**

**I agree to pay the Total Rental fee minus the deposit 8 weeks prior to arrival. I accept and agree to be bound by the Terms & Conditions attached on behalf of my party and myself.**

**I am over 21 years of age.**

*Signed* \_\_\_\_\_ *Date* \_\_\_\_\_

Please sign and return by post with your deposit payment and booking form to:

Canadian and USA Guests  
**George Wakeford**  
**#107 – 2550 Bevan Avenue**  
**Sidney,**  
**BC**  
**V8L 5Y5**  
**Canada**

UK/Europe rest of world  
**Al & Kay Varley**  
**68a Newbury Lane**  
**Silsoe**  
**Bedford**  
**MK45 4EX**  
**UK**