

# CONDITIONS OF BUSINESS

1. In these Conditions:-
  - “The Unit” - means the unit available for occupation by a Guest.
  - “The Building” - means the building in which the Unit is situated.
  - “The Owner” - means Mossco Properties Ltd.
  - “The Guest” - means the person or persons who have booked the Unit for holiday purposes.
  - “The Period” - means the period of time agreed by the Owner for the occupant of the Unit by the Guest
2. The Unit shall only be occupied by a Guest or Guests. No other person may use the Unit for any purposes except by arrangement with the owner in writing. Additional Guests may be booked at an extra fee (where applicable) provided that no more than the maximum number of Guests stated on the Booking Form overleaf are accommodated.
3. (a) All units are fully furnished and also contain cutlery, crockery, kitchen utensils, sheets, blankets/duvets and pillows. Any breakages, loss or damage to the Unit, its fixtures or contents must be notified to the Owner immediately or the Owner shall be entitled to charge for the cost of repair and replacement or deduct such sums from the deposit paid by the Guests.  
(b) The Owner is entitled at any time to enter into the Unit and examine the condition of the Unit, its fixtures and contents.  
(c) On termination of the Period, Guests shall ensure that the Unit and that part of the Building in close proximity to the Unit is in a clean and tidy condition and that the Unit is in a good state.
4. In the interests of residents, other Guests and all other persons, Guests shall not use the Unit, or permit the Unit to be used, in such a manner as to cause a nuisance, annoyance or disturbance to any such residents guest or persons.
5. Guests shall not do or permit to be done anything that could endanger or increase the cost of the policy of insurance in respect of the Unit or Building or which could make such policy void or voidable.
- 5(a) The Owner reserves the right to terminate without refund of any monies paid, the occupancy of the Unit should any person or persons in occupancy of the unit or guests of the persons in occupancy be in contravention of clauses 4 or 5 of these conditions.
- (b) Any damage, breakages or missing items must be paid for before leaving and the Owners reserve the right to make a deduction for such damage from any security deposit held.
- (c) At the absolute discretion of the Owners a security deposit may be payable on arrival it is a condition of acceptance of these conditions that the Guest agrees to pay such a deposit on demand should the Owner consider this necessary before occupation of the unit.
- 6.(a) The risk and responsibility relating to all baggage, personal belongings, motor vehicles, motorcycles and cycles brought into the Building or Unit by Guests, visitors or invitees shall remain with the Guests at all times.  
(b) Other than liability for death or personal injury resulting from their negligence, the Owner shall not be liable for any liability, injury, loss, damage, cost, claim or expense whether direct or consequential which arises from the Guests occupation of the Unit.
7. Where it is agreed that pets are accepted, details of such pets must be provided to the owner prior to occupation of the Unit. Pets are accepted only on condition that they are well behaved and house trained and are not left in the Unit on their own at any time. At all times responsibility and liability for such pets shall belong to the Guests.
8. (a) Whilst every effort is made to ensure that statements, descriptions and particulars of the Unit are accurate and that the Unit will be available for the Guests as arranged, the Guests agree that the owner will not be held responsible or liable if the Unit, in any way, does not meet with the requirements of the Guests. Prior to concluding this contract all Guests must ensure that the Unit they have chosen is entirely suitable for their requirements.  
(b) The owner may cancel this contract for reasons beyond its control. In such cases the Owner will use its reasonable endeavours to find suitable alternative accommodation, but the Owner shall not be liable in any way whatsoever for any liability, loss, injury, damage, cost, claim, expense, whether direct or consequential arising through such cancellation. However, in the event of such cancellation any deposit paid by the Guest shall be returned by the Owner.
9. If any Guest desires to cancel this contract he must notify the Owner immediately. The Owner shall make reasonable endeavours to obtain a replacement booking. If the Owner fails to do so the Guest will be liable to the Owner for the full price due under the terms of the contract for the Unit during the Period. In any event any deposit paid by the Guest will not be returnable by the Owner.
10. Unless the Guest notifies the Owner otherwise occupation of all Units must commence by no later than midday on the day following the day agreed for commencement of occupation of the Unit. If such occupation has not taken place, the Owner shall be allowed to endeavour to find a replacement booking and the Guest shall be deemed to have cancelled this contract and the Guest shall be liable in accordance with the above clause 9.
11. Any booking alterations made after the conclusion of this contract shall be subject to a surcharge levied by the Owner on the Guest for office administration.
12. All deposits required must be submitted to the Owner by the Guest at least 4 weeks prior to the proposed commencement date of the Period. If all sums due under this contract have not been received by the Owner by such date it shall be free, without any liability whatsoever to obtain a replacement booking. In any such event any deposit paid by the Guest will not be returnable by the Owner.
13. The occupation by the Guest of the Unit is solely for holiday purposes. No other rights of occupation whether by statute or otherwise shall be granted, whether expressly or by implication to the Guests. Unless otherwise terminated under this contract the Guests shall vacate the Unit prior to 10.00a.m. on the last day of the Period.
14. Prior to posting us your Booking Form, please ensure that the accommodation you have chosen is entirely suitable for all members of your party.
15. This contract shall be concluded upon the acknowledgement of the Guests Booking Form and shall be governed solely by these conditions of business.