

## Peake's Retreats Terms and Conditions

### 1. Bookings

1.1 A booking is only confirmed upon receipt of the deposit or payment in full. No booking contract is entered into until a deposit has been received and we have sent a written confirmation declaring your reservation. Please note we do not hold dates provisionally without a deposit.

1.2 Where a deposit has been paid, full balance payment will be due 28 days in advance of your check in date.

1.3 If the remaining balance is not settled before the stated due date, you will forfeit your deposit and your booking will be cancelled.

1.4 When bookings are made within 3 weeks of the arrival date, we ask for the full amount to be paid at the time of booking.

1.5 Payments can be made by bank transfer, by debit/credit card via our website, by debit/credit via phone or by cash by prior arrangement.

1.6 It is your responsibility to check the details on your booking confirmation are correct and notify us immediately of any discrepancies. We cannot accept responsibility for any errors not corrected prior to arrival. The accommodation allocated to you on confirmation of your booking is provisional and we reserve the right to alter this to equally suitable accommodation on arrival if necessary.

### 2. Cancellation

#### 2.1 Cancellation by you

2.1.1 We understand that circumstances change and emergencies occur. If you have to cancel your holiday, please inform us immediately.

If cancelled more than 60 days before your arrival date we will refund any monies paid, minus the 25% booking deposit. No further payment will be taken.

If cancelled less than 60 days before your arrival date 50% of the final balance will be due. This will include the 25% deposit already paid plus a further 25%. In the event that we are able to relet your accommodation we will refund any monies paid minus the 25% booking deposit.

If cancelled less than 28 days before your arrival date all monies paid will be forfeited.

We strongly advise you to take out holiday insurance to cover you in the event of a cancellation.

2.1.2 Deposits paid are non refundable and non transferable.

2.1.3 Non-payment of the balance by the due date will be construed as cancellation by you.

## 2.2 Cancellation by us

2.2.1 Peake's Retreats reserve the right to cancel or make changes to a holiday at short notice if for unforeseeable circumstances we are unable to provide safe accommodation due to extreme conditions, which may include but is not limited to; ill health, fire, weather, administration or any other extenuating circumstances.

2.2.2 If we cancel your holiday your full payment will be returned.

2.2.3 Peake's Retreats will not pay you compensation.

2.2.4 Peake's Retreats cannot accept any liability or responsibility for any loss, including amongst other things consequential loss caused by cancellation and you accept that you have no further claim against Peake's Retreats. We advise that as soon as a booking is confirmed you take out holiday insurance to cover you for any of these losses.

2.2.5 Peake's Retreats also reserve the right to alter the apartment/villa allocated or site locations at short notice if necessary, guests will however be informed of any major changes to the booking before arrival.

## 2.3 Changes by you

2.3.1 After booking, if you need to make changes such as move dates this will be subject to a £20 administration fee. We will do our best to accept any changes that are requested, however we cannot guarantee changes and all changes, before and after the balance due date, will be subject to our cancellation policy if we are unable to accommodate them.

## 3. Arrival and Departure

3.1 In order to prepare the accommodation, we ask that you arrive after 3pm and leave the accommodation clean and tidy by 10.00am on your departure date. This includes doing all washing up and removing any rubbish from the accommodation, to put it in the external bins provided.

3.2 An extension to departure time may be accommodated if there are no other bookings for your apartment on the day you depart, please enquire during your stay if you wish to take advantage of this late departure service to find out if it is available to you.

## 4. Security Deposit

4.1 You will be responsible for paying a £200 security deposit. This deposit must be paid at least two weeks prior to arrival at the property.

4.2 The security deposit will be returned to you within 7 days of your departure if we find no reason to withhold any funds.

4.3 If we find reason to withhold funds we will notify you within 7 days and give a clear explanation as to why and how much we intend to withhold.

4.4 Reasons for withholding funds may include, but are not limited to: Additional cleaning, damage, excessive electricity usage (please see clause 13. )

## 5. Occupancy

5.1 The property may only be occupied by the agreed number of guests named on the booking form at the time of booking.

5.2 If you wish to amend the number of guests in your party, this must be agreed in advance of your stay, and any changes to the booking are subject to the fee as mentioned in clause 2.3.1

5.3 When booking please confirm the number of guests (including infants). We reserve the right to refuse entry to the entire party if this condition is not observed.

## 6. Pricing

6.1 We do our best to keep pricing up to date, however the prices given on our website or any social media page are not binding and Peake's Retreats reserves the right to modify these prices at any time.

6.2 At the time of booking you will receive a price, this price given either by email, telephone or by the automated booking system on our website or other online travel agency is binding and will be confirmed by confirmation email/letter.

## 7. Breakages and Damage

7.1 Please take care of our property. You are responsible and liable for any breakages or damages that you cause to the accommodation or its contents.

7.2 Please report these as soon as they occur. We reserve the right to charge you for repair, replacement or making good if the damage or breakage is significant and by agreeing to these terms and conditions you accept that this is the case.

7.3 We reserve the right to charge for excessive cleaning where accommodation has been left in an unacceptable condition or where guests have left washing up and so on. The charge incurred for this will be £50.

7.4 Guests will be held responsible for any fire, damage or alteration to the structure caused by negligence.

## 8. Assumption of Risk

8.1 You will be staying on a residential site with areas of open water, BBQ's and potentially wild animals such as stray dogs. Whilst we take great care to keep you safe, accidents can happen and we are not held responsible for such accidents (to the greatest extent permitted by law).

8.2 It is the parent/guardian's responsibility to make sure children are supervised at all times, including supervision in the pool and ensuring that they are unable to leave the accommodation at night without supervision.

8.3.1 Peake's Retreats have no responsibility in maintaining the pool at the Forest Golf and Beach Residence, this is done by a site management company, therefore we cannot be held responsible if the pool is out of use or unsuitable for use.

8.3.2 Peake's Retreats uses the company Esentepe pools to maintain the pool at villa No1 The Lanterns, it is essential that the employees working on behalf of this company are granted access to the pool in order to maintain it. They usually service the pool on Thursdays and Sundays but access must be granted at all times otherwise the pool may not be suitable for use

8.4 Peake's Retreats accept no liability for accident, loss of property or personal injury incurred on site. In the event of guest misbehaviour or other necessary cause, we reserve the right to terminate the let without any refund of letting monies.

8.5 The guest will take responsibility, and will indemnify Peake's Retreats against any injuries or damage whilst they are using the facilities.

## 9. Guest conduct.

9.1 Guests undertake to behave in a proper, appropriate and legal manner with due respect to the owner, neighbours, the property, other guests and their property.

9.2 If any guest behaves inappropriately or improperly (of which Peake's Retreats will be the final judge of when guests are on their property), or illegally, Peake's Retreats reserves the right to ask the guest and their party to leave the site before the end of the holiday.

9.3 Any refund will be at the discretion of Peake's Retreats.

9.4 We specifically ask that noise is kept to a minimum after 10pm at night.

9.5 You are responsible for informing us of any losses or damage to the property as soon as possible. Please note that you will be liable to pay us for any losses or damage to our property caused by you or a member of your party (except reasonable wear and tear).

9.6 You must also leave the property by the check-out time specified on your booking, unless agreed otherwise during your stay. A fee of £15 per hour or part thereof will be withheld from your security deposit if the property is not vacated on time.

9.7 In addition, we reserve the right to sue the guest for any loss, damage or injury caused to the Owner, the Property or to other guests and/or their property.

#### 10. No Smoking Policy

10.1 Peake's Retreats operate a strict NO smoking policy inside any of our accommodation.

10.2 Anyone smoking on the site is responsible for disposing of their cigarette ends in a safe and clean way and not littering the surrounding areas.

10.3 Anyone who is reported as smoking in the property will be asked to cease and if the smoking persists Peake's Retreats reserve the right to terminate the let without any refund of letting monies.

11. NO FIREARMS, HUNTING EQUIPMENT, FIREWORKS OR CHINESE LANTERNS ARE PERMITTED ON THE SITE, without prior written agreement.

#### 12. Fire Policy

12.1 On arrival you will find a welcome folder which also contains a safety briefing for you to refer to at anytime throughout your stay. The safety briefing includes information as to how to use your wood-burner, immersion heater and all other appliances. If your information pack is missing, please contact a member of staff immediately.

#### 13. Electricity usage

13.1 Electricity usage included in your rental agreement is 350kwh per week.

13.2 A meter reading will be taken before your arrival and straight away after departure.

13.3 If the meter reading shows a higher use than 350 kwh per week you will be charged at a rate of 0.8tl per kWh.

13.4 We will seek to recover any additional charges from your security deposit, however should your electricity usage exceed this amount we will ask for the remainder to be paid. Please feel free to take your own meter readings at the start and end of your stay.

## 14. Water use

14.1 Water at the Forest Golf and Beach residence apartment is supplied via mains water and therefore usage is not capped.

14.2 Water at villa No1 The Lanterns is via an underground tank which will be filled every 3 days during your stay. Should the tank need filling more than this due to excessive water usage you will be charged at the rate of 150TL per fill up. It is your responsibility to ensure the tank does not run dry, should this happen it can cause problems with the water pump and any necessary repairs will be charged for. When you arrive our property manager will arrange to meet you at the property at your convenience and will show you where to check on the water levels.

## 15. Complaints

In the event that you have any complaint about your stay, please notify Peake's Retreats as soon as possible and we will use all reasonable endeavours to resolve the issue. In the event that you have any complaint about your stay, please notify the Owner as soon as possible but no later than 14 days after you check out. If you don't follow this procedure there will be less opportunity for us to investigate and resolve your complaint.

## 16. Force Majeure

Force majeure on the side of Peake's Retreats exists if the implementation of the agreement is entirely or partially, temporarily or permanently prevented due to circumstances which are beyond our control including but not limited to: threat of war, staff strikes, blockades, fire, flood and other disruptions or events.

## 17. Governing Law and Jurisdiction.

These terms and conditions have been drafted in accordance with and are governed by TRNC law and the courts of the TRNC have exclusive jurisdiction in relation to any and all disputes arising out of these Terms & Conditions.

## 18. Authority to sign

The person who signs to accept the terms and conditions on the Booking Form or proceeds with a booking through an Online travel agent or via our website, certifies that:

- a). he or she is authorised to agree to Booking Conditions on behalf of all persons in the party.

- b). The signatory is over 18 years of age

- c). they agree to take responsibility for the party occupying the accommodation