## Failure to pay

Non-payment of the sum payable under clause 5 by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client. The terms as to payment in clause 8 thereafter apply.

#### Cancellation

# ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE.

Any request to cancel a booking must be made to writing to us. You shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of the cancellation. We will use our reasonable endeavours to re-let the property in respect of the cancellation period. If we are successful you will be refunded the difference between moneys you have paid less the sums receivable from the re-letting after deduction of all costs and expenses incurred by us which shall include an administration fee of  $\mathfrak{L}25$  in respect of each day that the property was reserved by you.

Any amendments to your Booking or cancellations made by you, at any time, may incur a £50 administration fee in addition to us retaining the non-refundable deposit. This represents the administration costs incurred by us.

Cancellation by you at any time will result in your deposit being forfeited, as all deposits are non-refundable. Where a Booking has been taken with a deposit which is less than our standard deposit (25% of the total Booking Fee).

In the event of cancellation within 10 weeks of check in the total cost of the accommodation including the deposit is non-refundable. In some circumstances it may be possible to swap the stay to another date. Cancellation should always be in writing to info@melloview.co.uk. The deposit is always non-refundable as it covers costs incurred and services provided to enable your Booking. These include, but are not limited to, marketing and PR, property inspection fees, Owner management, booking management, credit card fees and customer service.

In the event that a refund is issued it will be in the same form and ratio as the original payment was made.

In the event that a date swap is offered, this will normally be agreed with a set timeframe to rebook and sometimes a credit against a future stay will be offered via a Gift Voucher.

Cancellation of any holiday after it has been paid in full and at a date 10 weeks or more in advance of your check in date, will result in forfeiture of your deposit (or an amount equivalent where one was not paid as the holiday was paid in full) and the balance being returned to you. Refunds will be processed in the currency of the booking. Where this is different to the currency of the payment card, this will be converted at the current exchange rate on the day of the refund.

Amendments to your Booking can only be made more than 10 weeks prior to the check in date, after which time amendments may be treated as cancellation and our refund policy as detailed

#### Changes

We reserve the right to amend the price quoted on the site or rates sheet due to errors or omissions. In such circumstances we will contact you as soon as we become aware of an increase in charges. If you do not wish to pay the increase you shall be entitled to cancel the reservation and receive a full refund for all monies paid in respect of the reservation providing notice of cancellation is given in accordance with the provisions of clause 4 and within 7 days of you receiving notice of the amendment to the price to be charged from us.

### Occupancy and Use of Property

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities of The Mello View lodgings, unless prior written consent has been obtained by us. To exceed the maximum number of persons in the cabin overloads the facilities available which are not designed or capable of

supporting additional usage, and can lead to extensive and expensive damage. As such any overoccupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

## Care of the Property

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. We request noise to be kept to a minimum between the hours of 11pm and 7am. Smoking is not allowed in any of the properties or in any communal areas.

## Damages and Damage Deposit

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