

# Gullsway Boathouse Terms and Conditions of Booking



## Points to note before you book

- Gullsway is one of the most idyllic locations to be found anywhere in the UK. However, please be aware that the property is accessed by a long flight of over 85 uneven steps down to the lower waterside apartment. These steps may be slippery at times and you use them at your own risk. You should assess whether the property is suitable for persons with disabilities or young children.
- **As the property is beside the River Dart tidal estuary, care should be taken and children must be supervised at all times. At low water there is a 4 meter drop to the estuary bed from the patio steps and landing platform. The safety wires across the platform should be kept in place at all times and extreme care taken. The property has a low sea wall with a similar drop, so care should also be taken when using the terrace/patio.**
- Please note that direct access to the water will be restricted by wooden wave-boards during the winter months, October to March / April depending upon weather conditions.
- As is the case in many parts of Dartmouth, parking is restricted particularly during the summer months and once you have unloaded your luggage you will normally need to park in one of the town car parks. Parking on the road along Southtown is free and unrestricted in the winter, but it is on a first come first served basis.

## Terms of booking

- "The property" means Upper and Lower Flats, Gullsway Boathouse, Southtown, Dartmouth, Devon TQ6 9BU.
- 'You' means the person booking a holiday in the accommodation and you are responsible for the actions of those in your party. You agree to provide these Terms to the rest of your party.
- "We" or "us" means the owners of the property.
- These Terms can be revised after your booking and we will assume your acceptance of revised Terms unless you tell us otherwise. You should read the latest Terms available from our website, [www.gullsway.co.uk](http://www.gullsway.co.uk), before your stay.

**1. Accident and injury** - You and those in your party have read the "Points to note before you book" section above regarding the unique location and you and those in your party accept responsibility for yourselves, and your children if applicable, for any accident or injury incurred as a result of staying at the property. Guests are responsible for the safety and security of their children at all times. Never leave children without adult supervision.

**2. Payment** - No provisional, verbal or advance booking will be regarded as final, until we have received the full payment and you have received our confirmation and arrival details. You should pay the full amount as soon as we have confirmed by email that your booking has been accepted. You may, however, pay 50% of the amount at the time of booking if you wish with the balance paid 8 weeks prior to your arrival. Once a booking has been made and accepted, you have entered a legally binding contract and you will be liable for payment of the full amount of rent.

**3. Payment method** - Unless you have booked and paid via a third party such as Blue River Cottages or VRBO, please make a bank transfer for the required amount to:

Name: N C R Cumming

Sort code: 404763

Account number: 55835194

Add the reference: "GW booking" and your surname if possible.

Alternatively you can use the booking and payment facilities on our website: [www.gullsway.co.uk](http://www.gullsway.co.uk).

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**4. Cancellation by you** - We strongly advise that you take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation. Occasionally problems occur and bookings have to be changed or cancelled. If you do need to cancel the booking, you must contact us by phone on 07714 756534 (or via the third party if you have booked through them) at the earliest opportunity and then confirm in writing via email (info@gullsway.co.uk). Refunds are made for cancellations on the following basis:

- More than 60 calendar days before arrival – full refund
- 30-60 calendar days before arrival – 50% refund
- Less than 30 calendar days before arrival – no refund

Deposit means the amount you have paid to us for the booking. Please note that third party booking agents may have different cancellation arrangements.

**5. Cancellation by us** - The booking is made on the understanding that the property is available on the dates agreed. If for any reason the property is not available for the dates booked, we may need to cancel the booking and all monies paid by you shall be returned in full, but you shall have no further claim against us.

**6. Condition of the property and contents** - The rent will include the use of the property and contents. You agree to keep the property including the walls, doors or windows, fittings, furniture, equipment and all other contents either in or on the property in a like state of repair and condition other than fair wear and tear, as at the commencement of the holiday letting. You will pay for any loss, damage or breakage that may occur during the period of the let. You undertake to leave the property and all utensils and equipment in a clean and tidy condition at the end of the letting period. We reserve the right to repossess the property if excessive damage has been caused by you or a member of your party and you will not be entitled to any refund of monies paid.

**7. Check-in time** - Check in is from 3pm, check-out time is before 10 am. *Please note however that extended check in and out times are in place during the COVID 19 pandemic because of additional cleaning requirements. Check in is now after 4pm and check out by 10am.*

**8. Smoking and other conditions** - There must be no smoking inside the building, including e-cigarettes or vaping. No parties, events or filming are permitted.

**9. Pets** - Dogs are permitted with prior arrangement. Dogs must not be allowed in the bedrooms or on the furniture.

**10. Subletting** - No subletting is allowed and guest numbers must not exceed the number agreed.

**11. Persons making the booking** - The guest making the booking must be over 18 years of age.

**12. Rubbish** - You are responsible for placing any rubbish from your stay in the correct bags and location for collection as per our waste collection instructions which can be found in the manual for the property. We reserve the right to pass on any charges resulting from the incorrect disposal of rubbish.

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**13. Access** - You must allow us or our authorised representatives to enter the Property to carry out inspections, maintenance or repair at all reasonable times. We will try and provide 24 hours' prior notice or in the event of emergency this could be any time without notice.

**14. Nuisance** - You must not do anything that may reasonably be considered to cause a nuisance or annoyance, including excessive noise, to any other occupier of adjoining or neighbouring premises.

**15. Insurances** - You must not do or permit any act that would reasonably make any insurance policy on the Property void or voidable or increase the premium.

**15. Limitation of Liability** - If we are found liable to you on any basis, the maximum amount we will have to pay you is the amount of the fees you have paid to us or which we are able to claim on your behalf through our insurers.

**16. Facilities** - We will make every effort to ensure all items of equipment and services including internet, and utilities such as electricity and gas etc, are in good working order. However, no guarantee is given, or liability accepted, if breakdowns occur before or during a holiday. Whilst we will endeavour to organise repairs as quickly as possible, with third party suppliers if necessary, a resolution may not be immediately possible.

**17. Loss of keys** - we reserve the right to charge you a 'call-out' fee of £25 per hour to gain access to the Property if keys are lost or mislaid (this would be additional to the cost of replacement keys if the originals cannot be found).

**18. Parking** - where we have provided a parking permit this must be taken care of and returned to the apartment when you leave. A charge of £40 will be payable if the permit is lost or you forget to return it.

**19. Personal property** - we are not responsible for the loss or damage of any personal belongings or valuables belonging to guests.

**20. Problem reporting** – Please let us know if there are any problems with the apartment. Andrea and Nick are our very helpful housekeepers in Dartmouth and can be contacted on 07861711483 or 07813 838106 if that number is down. Do please leave a message or text if there is no answer.