



TERMS & CONDITIONS

The following booking conditions are intended to protect both our customers and ourselves (Four vista / Torbay Caravans) from any confusion, misunderstandings or contractual issues which might otherwise occur. Should you need to clarify any terms and conditions, or have any queries regarding your booking please contact us on 01685 84 91 93

1. GENERAL

1:1 THE BOOKING

You are booking holiday accommodation at 4 Vista Apartments, 17 Altavista Road, Roundham, Paignton, Devon, TQ4 6DA

The property is entirely owned and operated by:

Colin & Mair Thomas a Partnership t/a Torbay Caravans, Hoborne Torbay, Grange Road Paignton TQ4 7JP

Our address for Correspondence is 65 the Hawthorns, Pant, Nr Merthyr Tydfil CF48 2EJ

1:2 THE CONTRACT

Please note that when you book your holiday with us you are entering into a binding contractual agreement .The contract is made only when your booking is accepted by us. On acceptance we will issue you with a booking confirmation form.

N.B. We reserve the right to decline any booking without explanation.

2. PAYMENT TERMS

2:1 PRICES

Our standard tariff prices are normally quoted on a weekly Saturday to Saturday basis. Short breaks are quoted on a multiple nightly basis. Longer winter lets are quoted by the month.

FourVista prices include the following:

1. The exclusive use of Fourvista Apartment as a holiday let for the agreed period.
2. Beds made up with fresh Bed linen for arrival. (The Sofa bed where required will not be made up for arrival but fresh clean linen will be provided).
3. Clean Bath and Hand towels, (not Beach Towels) Tea Towels.
4. All Gas and Electricity
5. A lock up Garage and one designated parking space both provided at the base of the apartment building.

2:2 METHOD OF PAYMENT

We accept payment by Credit/Debit Card via the telephone or via our website using our secure on line booking facility.

NB We do not charge a credit card surcharge for this facility

We can also accept payment by cheque or bank transfer

2:3 DEPOSITS

A non-refundable deposit equal to 25% of the total cost of your Holiday is due at the time of booking or must accompany your completed booking form within 7 days.

2:4 BALANCE

The outstanding balance of the total cost of your holiday is due to us not less than 42 days before the first day of your holiday. Should your booking be made less than 42 days prior to the start of the holiday then the full cost is payable at time of booking.

2:5 CANCELLATIONS

Unless notice of cancellation is received and then confirmed by us in writing before the balance is due (42 days before the start of your holiday) you will be liable for the full cost of your holiday. (Subject to the terms and conditions of any cancellation insurance you may have in force)

If you do not have cancellation insurance and have paid the full amount and are then unable to take your holiday we will endeavour to re-let the apartment. If we are successful we will refund the balance less any additional promotional costs incurred to re-let the Apartment.

In any event we promise to treat all individual cases in a reasonable, sympathetic manner and on merit. We will always endeavour to reach a resolution which is amicable, and satisfactory to all parties.

2:6 CANCELLATIONS INSURANCE

We strongly advise that you consider taking out low cost UK holiday cancellation insurance. Details of suitable companies are available on our website or by contacting us 01685 84 91 93

2:7 SPREADING THE COST

If you wish to make additional staged payments towards the cost of your holiday at any time before the final due date please contact us on 01685 849193



3. ADDITIONAL INFORMATION

3:1 COMPOSITION OF PARTY

We will only accept a booking if the party contains a responsible member over the age of 18. We cannot accept bookings for unaccompanied teenagers, nor can we accept same sex parties of 3 or more without prior arrangement. Additionally we can only accept the maximum party number as specified up to six (6); this number includes children and babies. If a party is found to be exceeding the specified number, then the entire party may be requested to leave and no refunds considered.

3:2 AVAILABILITY

Fourvista Apartment is normally available for the use of guests from 4pm on the day of arrival; Guests can stay at Fourvista until 12 noon on the last day of their holiday.

Designated arrival and departure times may vary for special offer bookings at Easter, May Bank Holiday and October Half term and at other times subject to availability and by arrangement with the management.

We reserve the right to delay access to the Apartment to ensure it is in a suitably clean and tidy condition for incoming guests.

3:3 ACCESS

Fourvista apartment is situated on Roundham Head and the Apartment is accessed via a sloping paved drive and 3 steps .The beach and car park is also accessed via a gently sloping paved drive. This may cause problems for guests in wheelchairs or who have difficulty with mobility. See our Accessibility statement for full details

3:3 PETS

With the sole exception of guide dogs we regret we cannot accept any pets.

3:4 SPEED LIMITS

Please drive carefully whilst in the Apartment curtilage particularly at peak holiday times.

3:5 HOUSEKEEPING

We respectfully request guests to leave the apartment in a clean and tidy condition .This will assist our cleaning staff ensure that incoming guests have punctual access to the Apartment.

3:6 INDEMNITIES

Fourvista will not be held liable for any personal injury, illness, or loss or damage to personal property however caused or sustained.

Parking: Any vehicle and contents are parked entirely at your risk

3:6 BREAKAGE, LOSS OR DAMAGE

All breakages or damage to Fourvista Apartment, its balcony or contents must be reported to the apartment management on 01685 84 91 93 as soon as practicable.

Fourvista management reserves the right to require payment for any loss or damage before the departure of the guests. Fourvista management also reserve the right to take whatever steps deemed necessary, including legal action, to fully recover such damage or loss.

3:7 BEHAVIOUR

All guests must comply with decent standards of behaviour during their stay. If guests behaviour is considered by the management to be unsatisfactory then all members of the party may be asked to leave the site immediately and the holiday booking agreement will be considered cancelled by the guest without any right to a refund or compensation whatever.

3:8 ARRIVALS

Our guests will normally be met on arrival at the apartment provided we have been advised of your approximate arrival time.

If a member of management is not available to greet you. You will be advised as to where you can obtain the keys. You will be contacted later to ensure everything in the apartment is satisfactory for you.

3:9 CHILDREN

Parents or guardians are responsible at all times for the welfare and behaviour of all members of the party under the age of 18 years whilst in the Apartment. Children under the age of 8 years should be supervised at all times by a responsible adult (over the age of 18 years)

Please be extra vigilant with children playing on the Balcony Driveway or car park.

3:10 MATTRESS COVERS

All our mattresses are fitted with mattress covers but guests are requested to provide waterproof sheets for children if required.

3:11 NO SMOKING POLICY

Please note there is a strict No Smoking Policy applicable in all parts of the interior of Fourvista Apartment. Whilst we respectfully request all our guests not to smoke inside the apartment we cannot be held responsible for any odours which, despite our best efforts to remove, may be present if previous guests have broken the terms of this Policy.

3:12 CONDITION OF PROPERTY

Before you arrive the apartment will have been cleaned, inspected and the inventory checked. The tenant is liable for the full cost of any damage caused the property or its contents during the letting.

Losses, damage or any cleaning necessary over and above normal servicing, will be invoiced to you following departure.

3:13 DESCRIPTIONS

Fourvista reserve the right to amend prices quoted in the brochure or on the website, due to any errors or omissions.

3:14 COMPLAINTS

All complaints must be notified to the management immediately to ensure sufficient time is given to investigate and/or take the necessary remedial action. Compensation will not be considered where the tenants have denied the agents or the owners the opportunity to rectify matters during holiday.

3:15 NUISANCE

We take no responsibility for noise or nuisance resulting from third party activity over which we have no control.



4. THE TENANCY

4:1 HOUSING ACT

The Tenancy confers upon the Tenants the right to occupy the apartment for a holiday within the meaning of schedule 1, Paragraph 9 of the Housing Act 1988.

4:2 THE AGREEMENT

The Tenants agree:

- (1) To pay for any losses or damage to the property however caused (reasonable wear and tear accepted).
- (2) To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy.
- (3) To permit the Managers and Agents reasonable access to the property.
- (4) Not to part with possession of the property or share it except with members of the party as shown on the booking form. In no circumstances may the number of people exceed the stipulated description.
- (5) A cot may only be occupied by a child aged 24 months or less.
- (6) Not to cause an annoyance or become a nuisance to occupants of adjoining premises.
- (7) Not to use the property for any commercial purposes.

4:3 BREACHES OF AGREEMENT

In the event of breach of these terms and conditions the Tenants may be required to leave the property during the period of the booking.

4:4 LEAD MEMBER OF PARTY

The party member signing the booking Form certifies that he or she is authorised to agree the Terms and Conditions on behalf of all persons included on the booking form, including those substituted or included at a later date. He or she agrees to take responsibility for the party occupying the property.