

# NEWQUAY HOLIDAY RENTALS

## BOOKING CONDITIONS

## 1. Definitions

Bond	a “good housekeeping bond” payable to us when completing the Booking in accordance with condition 5.3 which shall be an amount equivalent to the greater of (a) £200.00, or (b) £50.00 per person staying at the Property;
Booking	the booking of the Property by you in accordance with condition 3, subject to these terms and conditions, and ‘Bookings’ shall have the appropriate meaning;
Cancellation	a cancellation of the Booking in accordance with these terms and conditions;
Contract	a contract between the Owner and you for the letting of the Property for holiday purposes;
Deposit	a deposit of £200.00, payable by you to us in accordance with condition 3.2 when making a Booking;
Booking Fee	a booking fee of £30 is payable by you to us when making a booking and is separate to the booking deposit.
Designated Person	the person specified as such by us to you from time to time;
Due Date	6 weeks prior to the Holiday Date;
Holiday Date	the date from which you have booked the Property;
Late Departure Fee	an amount equivalent to any and all costs incurred by us as a result of your late departure from the Property, including (but not limited to) charges incurred as a result of cleaners being

prevented from accessing a Property at the departure time;

Management Companies any company which is responsible for the management of any of the Properties and/or any of the sites or developments upon which the Properties are located;

Owners the owners of the Properties, and 'Owner' shall have the appropriate meaning;

Price the total price payable for Booking the Property;

Properties the properties advertised by us, and 'Property' shall have the appropriate meaning;

we or us Newquay Holiday Rentals Ltd, a company incorporated in England and Wales with company number 07522595 whose registered office address is at 48 Parc Godrevy, Pentire, Newquay, Cornwall TR7 1TY; and

you the person(s) making the Booking.

2. Our status and the status of these terms and conditions
  - 2.1. We are agents of the Owners and have been engaged to market the Properties and arrange Bookings.
  - 2.2. We have no proprietary interest in any of the Properties.
  - 2.3. The contractual relationship in connection with the lettings is between the Owner and you, and we are authorised by the Owner to enter into the Contract on their behalf.
  - 2.4. These terms and conditions apply to any Bookings and the relationship between you and us.

### 3. Making a Booking

- 3.1. Bookings may be made by telephone or email.
- 3.2. Where a Deposit is payable in accordance with condition 5.2 and we do not receive the Deposit within 7 days of the provisional Booking being made, we reserve the right to cancel your Booking and re-advertise the Property.
- 3.3. When making your Booking you must specify how many people will be staying at the Property and also provide information about each member of the party including their names and ages. Where any person not listed on the booking form is found to be staying at the Property, we, on behalf of the Owner and, in our absolute discretion, have the right to immediately terminate the Contract and remove you and the entire party from the Property without any refund or alternative accommodation being provided.
- 3.4. Any information provided to us on the booking form in accordance with clause 3.3 may need to be provided to the Owner or to Management Companies but will not otherwise be disclosed to any third parties without your consent.
- 3.5. Your Booking will not be complete until you receive written confirmation from us (by letter or by email) that we have received your booking form and (where applicable) your Deposit in cleared funds.
- 3.6. We reserve the right to accept or refuse Bookings at our absolute discretion.

### 4. Your authority

The person who completes the Booking and therefore accepts the terms of these booking conditions confirms that:

- (a) he or she is authorised to agree the booking conditions on behalf of all persons included on the Booking, including those substituted or added at a later date;
- (b) he or she is over eighteen years of age and a member of the party intending to occupy the Property; and
- (c) he or she agrees to take responsibility for the party occupying the Property.

## 5. Payment

5.1. Payments can be made by cheque, BACS transfer, Cheques must be made payable to Newquay Holiday Rentals Ltd.

5.2. A Deposit will only be payable when making a Booking more than 6 weeks prior to the Holiday Date. If a Booking is made 6 weeks or less before the Holiday Date, full payment of the Price is required.

5.3. We may, at our sole discretion, request a Bond.

5.4. Where a Deposit has been paid in accordance with condition 5.2, payment of the balance of the Price (and the Bond, if requested) must be made by the Due Date.

5.5. If you fail to pay the balance of the Price, together with the Bond (if requested) by the Due Date, we reserve the right to re-let the Property you have booked and retain any Deposit we have received.

## 6. Cancellation and Booking changes by you

6.1. Once a Booking has been accepted and confirmed by us in accordance with condition 3, the Booking can only be changed:

- (a) with our prior written agreement; and
- (b) by no later than the Due Date.

6.2. We reserve the right to charge an administration fee of £30.00 per change made to a Booking. Any administration fee that becomes payable must be paid before the Due Date, or if the Due Date has elapsed, before the Holiday Date.

6.3. Changes to the Holiday Date or to the chosen Property may result in the Cancellation of your initial Booking and the creation of another. In these circumstances, we reserve the right to charge the cancellation charges which are set out in condition 6.5.

6.4. You may cancel your Booking at any time by sending us written notice. Where you cancel your Booking in accordance with this condition 6.4 the cancellation charges set out in condition 6.5 will apply.

6.5. In the event of a Cancellation by you:

- (a) if we are unable to re-let the Property, you will have to pay the Price in full; or
- (b) if we are able to re-let the Property, we will retain any Deposit but the balance of the Price will not be payable.

7. Property availability

7.1. All properties are available from 4:00pm on the Holiday Date until 10:00am on the day of departure, unless otherwise notified.

7.2. Where you fail to vacate the Property in accordance with condition 9.1(b), we reserve the right to charge you the Late Departure Fee.

7.3. If for any reason beyond our or the Owner's control a Property is not available on the date booked, or the Property becomes unsuitable for holiday letting, we may (at our sole discretion):

- (a) cancel the Booking and refund all payments made by you in full (including the Price and any Deposit); or
- (b) find you an alternative Property.

7.4. At our sole discretion we reserve the right to cancel a booking and return all payments made in full.

8. The Holiday Letting

8.1. The letting confers upon you the right only to occupy for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.

8.2. The letting does not confer upon you a shorthold tenancy.

9. Your Obligations

9.1. You agree:

- (a) not to enter the Property before 4.00pm on the Holiday Date unless otherwise agreed by us, in writing;
- (b) to vacate the Property by no later than 10:00am on the agreed day of departure;
- (c) to pay for any losses or damages to the Property, caused by you or a member of your party (reasonable wear and tear excluded), in accordance with condition 10;
- (d) to take good care of the Property during your stay and to leave it in a clean and tidy condition at the end of the letting period. Should we or the Owner be dissatisfied with the condition of the Property upon your departure, you will be liable for any charges associated with additional cleaning (such as carpet cleaning or removal of unwanted items) or for damage caused during your stay;
- (e) to permit us, the Owners and their agents reasonable access to the Property for the purposes of inspection or repair;
- (f) not to part with possession of the Property, or share it, except with the members of the party confirmed in the Booking;
- (g) not to sell or transfer the Booking to another party without our written agreement;
- (h) not to have anyone, other than those detailed on the Booking, staying at the Property;
- (i) to respect the well-being of those occupants of adjoining or nearby properties and not to cause any annoyance or become a nuisance. Complaints from adjoining or nearby occupants regarding your behaviour may result in us, or the Owner, requiring you to leave the Property immediately without a refund of any monies paid by you.

9.2. We would advise that you take out your own insurance to cover against any damages that may occur. You should ensure that any such insurance covers you for pre-booked UK self-catering holidays.

10. Payments for damages and return of Bonds

10.1. Any damages that are discovered at the Property at the time of your departure must be paid for upon departure. If any damages are discovered following

your departure, we will invoice you for those damages and such invoices will be payable immediately upon your receipt of them.

10.2. Where a Bond has been provided, we will deduct the cost of any damages from the Bond and return the balance (if any) to you within one week of your departure.

## 11. Liability

11.1. Subject to condition 11.3, we do not accept liability for any act, neglect or default on our part or the part of the Owners or any other person not within their employ or otherwise under their control, nor for any accident, loss, damage, costs, injury, expense or any other inconvenience or claim for compensation whatsoever, whether to person or property and whether caused by us, our employees or agents or otherwise, which you or any other person may suffer or incur arising out of, or in any way connected with the holiday letting. In addition, we and the Owner accept no liability for loss of or damage to your possessions at the Property.

11.2. We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

11.3. Nothing in these conditions excludes or limits our liability or, that of the Owners:

- (a) for death or personal injury caused by our or the Owners' negligence;  
or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for us or the Owners to exclude or attempt to exclude our liability; or
- (d) for fraud or fraudulent misrepresentation.

11.4. We accept no liability for complaints or concerns which relate to the Property or to the Property's condition which you raise after your departure from the Property. All complaints about the Property and the Property's condition must be raised in accordance with condition 13.1.



11.5. In all cases, except for personal injury or death, our liability to you for the total of all claims arising out of the letting is limited to the Price, less any insurance or cancellation charges.

## 12. Pets

12.1. Pets are not permitted within the Property without our prior written consent, which we may withhold at our absolute discretion.

12.2. If we provide our prior consent to allow a pet at the Property, you agree to be responsible for cleaning the Property before your departure so as to remove all traces of the animal being at the Property.

12.3. You will be responsible for any cleaning or other costs that are incurred by us or the Owner as a result of you failing to meet your obligations under condition 12.2.

## 13. Complaints

13.1. Any complaints or concerns that you may have about the Property or the Property's condition must be communicated to the Designated Person at the time the issue first comes to your attention.

13.2. We will accept no liability for complaints or concerns raised by you which relate to the Property or to the Property's condition which you raise after your departure from the Property.

13.3. Complaints must not be raised directly with the Owner of the Property. Complaints must be raised with the appropriate Designated Person, or, if the Designated Person is not available at that time, us.

## 14. Information published

All information relating to the Properties has been provided to us by the Owner. We cannot accept any responsibility whatsoever for the accuracy of that information.

## 15. Termination of the agreement

- 15.1. If you commit a material breach of any of these conditions, we and the Owners reserve the right to re-enter the Property and terminate the letting with immediate effect and with no sums (of whatever nature) refunded to you.
- 15.2. If we or the Owners commit a material breach of any of these conditions, you have the right to terminate the letting.
- 15.3. Termination of the letting pursuant to this condition 15 does not affect that party's other rights and remedies.

## 16. Validity Condition

If any term or provision in these booking conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness or unreasonableness be deemed severable and the remaining provisions of the booking conditions and the remainder of such provision shall continue in full force and effect.

## 17. Governing Law and Jurisdiction

- 17.1. This agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 17.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.