

EXPLORE NEWQUAY TERMS AND CONDITIONS

Bookings are made and accepted only on the following conditions.

Definitions

The Agent' means 'Explore Newquay'. The 'Owner' means the owner of the Property. 'The Client' means the person making the booking and, where appropriate, includes the members of his party. 'The Property' and 'The Accommodation' means the house, cottage, bungalow or apartment let to the Client.

Smoking

All properties operate a strict no smoking policy. If you choose not to observe this rule you will be asked to leave the Property without compensation.

Dogs - £35.00 per week for each dog.

Dogs are only allowed in properties stated in the Property description. Dogs are accepted under the following conditions.

- Dogs must be under strict control at all times while on the property.
- Dogs should be treated with a recognised flea treatment prior to visit.
- Any fouling of lawns etc. must be cleaned up without delay.
- The owner must bring the dog's bed or basket for sleeping in.
- **Dogs must not be left alone in the property.**
- Dogs must not lie on beds or chairs, and hair must be well cleared up before departing. If you choose not to observe this rule and additional laundering of bedlinen to remove dog hairs is required a £25 charge will be levied and deducted from the refundable damage bond.

Electricity

A separate charge for electricity is made in specified properties. The Client is responsible for payment by £1 coin meter for electricity used in the Property. Electrical or other failures must be reported immediately to the Owner or Agent. The Client must not effect repairs themselves.

Personal injury

All properties are used at your own risk. The Owner/Agent accepts no responsibility for personal injury to Clients, or loss of or damage to their property, or for other matters over which The Owner/Agent has no control.

Holiday tenancy

This agreement is made on the basis that the property is to be occupied by the Client for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Client acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

The Owner/Agent reserves the right to alter brochure prices in the light of

special requirements, errors and omissions, seasonal conditions and/or changes in taxation or other levies placed upon them.

Deposit

A deposit of 1/3 of the total cost of the holiday must accompany the booking form (excluding the Refundable Damage Bond). Deposits are non-returnable unless The Owner/Agent is unable to accept the booking and as specified below.

Refundable Damage Bond

It is with regret that due to the damage and dirty state that several properties have been left in this season by a minority of guests (who will not be welcome back at any of our properties) we have had no alternative but to increase the refundable damage bond to £250. This bond, less any charges will normally be refunded within seven days of the end of the tenancy except in those cases where an estimate has to be obtained for the cost of repairs or replacement. The Client is liable for the full amount of any damage and the Client's liability is not limited to the amount of the Bond. Any dispute about the deduction from the Bond must be taken up with the Owner/Agent direct.

Balance of payment

Once a booking is confirmed, the Client is responsible for the balance of the cost of the holiday together with the refundable damage bond. (The refundable damage bond will be refunded by cheque within one week of the end of your holiday, less any charges deemed appropriate). This shall be paid 4 weeks before arrival. We regret no reminders are sent.

Non-payment of Balance

The Owner/Agent reserves the right to re-let any holiday where the balance outstanding is more than 2 weeks in arrears. If we unable to re-let the holiday the Client will remain liable for the outstanding balance.

Accommodation Becoming Unavailable

In the event and for whatever reason the accommodation becomes unavailable The Owner/Agent will endeavour to provide alternative accommodation or will refund all monies paid or a proportion in the case of curtailment.

Alteration to Booking

Bookings cannot be altered once confirmed. If a change is required, a cancellation and rebooking must be done and is subject to a £25 charge. Additional guests cannot be added to the booking once confirmed unless agreed with the Owner/Agent. A charge of 10% per person of the total booking price will be charged.

Insurance and Cancellations

We cannot stress enough the importance of taking out holiday and cancellation insurance to cover you should you need to cancel your holiday. The Client is responsible for taking out adequate **holiday and cancellation insurance**. All cancellations must be notified in writing to the

Owner/Agent.

In the event of cancellations not covered by insurance, The Owner/Agent will endeavour to re-let the accommodation, and if successful the balance of the cost will not be due, or if already paid, will be refunded. Under all circumstances the deposit is retained.

Damage and Breakages

The Client shall keep the Property and all furniture, fixtures, fittings and effects in or on the Property in the same state of repair as at the commencement of the holiday, and shall leave the Property in the same state of cleanliness so that it is immediately suitable for occupation by another guest. The Client must report and pay to the Owner/Agent the cost of any damage or breakages made during their holiday occupancy.

Breaking the Terms and Conditions

The Clients rights to occupy the property may be forfeited without compensation if:

- More people or dogs than specified on the Booking Form and/or the number the Property holds, attempt to take up occupation.
- Any guests are entertained without the express permission of the Owner/Agent.
- Any activity is undertaken which may cause unreasonable damage, noise or disturbance.
- The Property is used for accommodating an either all male or female party without the express permission of the Owner.

Complaints

In the event of there being cause for complaint concerning the Property, please contact the Owner/Agent between the hours of 9am and 5pm. It is important that this is done whilst you are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be made for complaints raised after the tenancy has ended when the Client has denied the Owner/Agent the opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.

Access by the Owner

The Property Owner or his representative shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.

Booking Procedure and Occupancy

Outside the main holiday periods and during the winter, midweek or short breaks can usually be arranged. Occupancy commences at the time stated in the Property description (unless specifically stated otherwise or by prior arrangement) on the commencement date of the holiday and terminates at the time stated on the Property description on the

termination date of the holiday. It is important that properties are vacated by the agreed time to ensure cleaners have sufficient time to make the property re-available for the next guests.

Late bookings

Bookings made less than 6 weeks before the starting date of the holiday should be accompanied by the full payment. Please allow 14 days from the time you send the booking to the time you receive our confirmation.