

# **NEWQUAY HOLIDAY RENTALS**

## **BOOKING CONDITIONS**

## 1 Definitions

<b>Bond</b>	a “good housekeeping bond” of £200 payable to us when completing the Booking in accordance with condition 5.3;
<b>Booking</b>	the booking of the Property by you in accordance with condition 3 subject to these terms and conditions, and <b>Bookings</b> shall have the appropriate meaning;
<b>Cancellation</b>	a cancellation of the Booking in accordance with these terms and conditions;
<b>Contract</b>	a contract between the Owner and you for the letting of the Property for holiday purposes;
<b>Deposit</b>	the deposit of £200 payable by you to us when making a Booking;
<b>Designated Person</b>	the person specified as such by us to you from time to time;
<b>Due Date</b>	6 weeks prior to the Holiday Date;
<b>Holiday Date</b>	the date from which you have booked the Property;
<b>Owners</b>	the owners of the Properties, and <b>Owner</b> shall have the appropriate meaning;
<b>Price</b>	the price payable for Booking the Property;
<b>Properties</b>	the properties advertised by us, and <b>Property</b> shall have the appropriate meaning;
<b>we or us</b>	<b>Newquay Holiday Rentals</b> , a trading name of Geoffrey Ogden of 48 Parc Godrevy, Pentire, Newquay, Cornwall TR7 1TY; and
<b>you</b>	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 Any complaints or concerns regarding the Property during your stay must be referred to the Designated Person.
- 2.5 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 Any Booking will be provisional until we receive the Deposit from you in full. If 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 You must provide details of all persons in your party including names and ages. This information is provided to the Owner for insurance purposes.
- 3.4 A Booking is complete once you have received confirmation from us in writing or by email and the Deposit has been received. We will confirm receipt of the Deposit in writing or by email.
- 3.5 We reserve the right to accept or refuse bookings in 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 All payments must be made by cheque and made payable to GMS Newquay.
- 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 is required.
- 5.3 We may, at our sole discretion, request a Bond.
- 5.4 Where a Deposit has been paid, payment of the balance of the Price and the Bond must be made to NHR 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 the Deposit.

## **6 Cancellation and Booking changes by you**

- 6.1 Once a Booking has been accepted and confirmed by us the Booking can only be changed:
  - (a) with our prior written agreement; and
  - (b) by no later than the Due Date.
- 6.2 Booking changes may be subject to an administration charge of £20.
- 6.3 A change of Holiday Date or chosen Property may result in the cancellation of one Booking and the creation of another. In these circumstances, the cancellation charges set out in condition 6.5 may apply.
- 6.4 Bookings can only be cancelled by written notice being sent to us.
- 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 the 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 If for any reason a Property is to become unavailable 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 the Deposit); or
  - (b) find you an alternative Property.

## **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) to vacate the Property by 10:00am on the agreed day of departure;
  - (b) to pay for any losses or damages to the Property, caused by you or a member of your party (reasonable wear and tear excluded);
  - (c) to take good care of the Property and 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;

- (d) to permit us, the Owners and their agents reasonable access for the inspection or repair of the Property;
- (e) not to part with possession of the Property, or share it, except with members of the party confirmed in the booking;
- (f) not to sell or transfer the Booking to another party without our written agreement;
- (g) not to have anyone other than those detailed at the time of Booking staying at the Property;
- (h) to respect the well-being of those occupants of adjoining or nearby properties and not to cause an 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 must be paid for on departure. If any damages are discovered following your departure, we will invoice you for those damages.

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 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**

Pets only be allowed by prior arrangement with us. If any pets are allowed, you will responsible for any cleaning or other costs that are incurred as a result of having a pet at the Property.

## **13 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.

## **14 Termination of the agreement**

- 14.1 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.
- 14.2 If we or the Owners commit a material breach of any of these conditions, you have the right to terminate the letting.
- 14.3 In the event of a breach in accordance with condition 14.1 and we are unable to find someone else to occupy the Property for the remainder of your stay, no refund of any sums you have paid will be returnable to you.
- 14.4 Termination of the letting pursuant to this condition 14 does not affect that party's other rights and remedies.

## **15 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.

## **16 Governing Law and Jurisdiction**

- 16.1 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.
- 16.2 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.