

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.

Booking

When you book a holiday, a contract is made when your booking is confirmed in writing or via an email confirmation letter by The Agent/Owner.

The Client accepts responsibility for payment for everyone listed on the booking form and is responsible for ensuring that all other persons listed on the booking form have read the Terms and Conditions below and are aware of the booking details.

The Client is responsible for the accuracy of all information supplied.

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.

Illegal Substances

The Client's right to occupy the Property will be forfeited immediately without compensation if illegal substances are found in the Property. The Client agrees not to use the property for any Illegal, Improper or Immoral use or use or consume in, or about the property any prohibited or controlled substances or drugs.

Dogs - £35.00 per week for each dog.

Dogs are only allowed in properties stated in the Property description.

Whilst we do not wish to appear negative towards dogs, they are only accepted under the following conditions.

- All dogs must be at least 1 year old and fully house trained.
- 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 and taken to a local public dog waste bin. All dog waste must be removed from the property prior to departure and must not be placed in the main household dustbin.
- The owner must bring the dog's bed or basket for sleeping in.
- **Dogs must not be left unattended in the property** without the Owner's express permission. If permission is granted the dog must be kept in the kitchen and not allowed to roam around the Property.
- Dogs must not lie on beds or chairs, and hair must be well cleared up before departing.
- No sign of a dog is evident in the property or garden upon departure and no nuisance or annoyance is caused to neighbours.
- If you are in breach of any of the above conditions, and additional laundering of bedlinen and soft furnishings to remove dog hairs is required a £50 charge will be levied and deducted from the refundable damage bond.

Under 21's

We do not accept bookings from anyone under 21 years of age.

Groups over 21

Inspections of the Property will occur sometime during the weeks stay and any misbehaviour or damage will result in you being asked to leave before the end of the holiday. No money will be refunded and any damages over and above the refundable damage bond (which will not be refunded under such circumstances) will be invoiced and payable on receipt of the invoice.

The Group 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 and general order in which it was found. We suggest a time is set aside on the day before departure to ensure this is achieved. The Group must report and pay to the Owner/Agent the cost of any damage or breakages made during their holiday occupancy.

The Group will be expected to act at all times in a safe, responsible and courteous manner, comply with all safety procedures and for the avoidance of doubt this includes an appropriate level of sobriety.

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.

Maintenance

Any failures or maintenance problems must be reported to the Owner/Agent during the hours of 9am to 6pm.

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 30% of the total cost of the holiday must accompany the booking form (excluding the breach/damage Bond). Deposits are non-returnable unless The Owner/Agent is unable to accept the booking and as specified below.

Breach/Damage/Behaviour Bond

This bond payable by the client is £150. This bond, less any charges will normally be refunded within 7 days of the end of the tenancy except in those cases where the bond has been breached. 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 breach/damage bond. (The breach/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 3 weeks in arrears. If the Owner/Agent is 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 therefore responsible for taking out adequate **holiday and cancellation insurance**. Any 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 as at the commencement of the holiday. The Client must report and pay to the Owner/Agent the cost of any damage or breakages made during their holiday occupancy.

Cleanliness of Property

Please leave the Property in the same state of cleanliness, condition and general order in which it was found at the start of your holiday. We suggest a time is set aside on the day before departure to ensure this is achieved. The refundable damage bond will be retained if the property is left in a filthy condition and where there is clear evidence that the property has been abused.

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.
- Any illegal substances are found in or about the Property.
- The person making the booking is not over 21 years of age.

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 Time of 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 and on the booking confirmation (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 and on the booking confirmation on the termination date of the holiday.

It is important that properties are vacated by the agreed time to ensure the housekeeping team have sufficient time to make the property re-available

for the next guests.

Entering the property before your arrival time will impose a fixed penalty of £25 which will be deducted from your damage bond. Under no circumstances are parking permits to be removed from any property and used for early occupation of the parking bay.

Late bookings

Bookings made less than 6 weeks before the starting date of the holiday must be accompanied by the full payment.

Privacy Policy

Explore Newquay is committed to protecting your privacy and we comply with the data protection laws applicable to the UK. This Privacy Policy outlines how your personal information is treated and forms part of our Terms and Conditions. (We may occasionally modify our Privacy Policy; when this happens we will notify you via our terms and conditions page).

Enquiring about/booking with explore Newquay: What information do we collect?

When you book a holiday we need to know your name and contact details as well as the names of the people in your group. This allows us to process and complete your booking. How do we use your information? Any personal data relating to you will be used and recorded by us in accordance with current data protection legislation and this Privacy Policy. We use the information collected from you to process your order and to book your holiday requirements. We do not pass your information on to any third parties.