

# exploreNewquay.com

Salty Towers, 11 Pentire Road, Newquay, Cornwall, TR7 1NX  
(t) + 44 (0)1637 854368 (m) + 44 (0)7739 235410 (e) dawn@explorenewquay.com

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## 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 e-confirmation letter by The Agent/Owner.

The Client accepts responsibility for payment for everyone listed on the booking 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.

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 and placed in the dog waste bin provided. Dog waste must not be

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placed in the main household dustbin.

- The owner must bring the dog's bed or basket for sleeping in.
- **Dogs must not be left alone 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. 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.

## **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 them being asked to leave before the end of their 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 we 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 immediately to the Owner/Agent. The Client must not effect repairs themselves.

## **Personal injury**

All properties are used at your own risk. The Owner/Agent accepts no

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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 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 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 which it was found at the commencement of your holiday.

## **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.

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- Any illegal substances are found in or about the Property.
- The person making the person 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.

Please do not arrive before your stated arrival time and ask the housekeeping team for entry to the Property as you will be refused. If however, the Property is ready before your arrival time and we have a mobile contact number for you, we will contact you and let you know the Property is ready.

## **Late bookings**

Bookings made less than 6 weeks before the starting date of the holiday should be accompanied by the full payment. Please allow 7 days from the time you send the booking to the time you receive our confirmation.