

## HOLIDAY LETTING TERMS AND CONDITIONS

### **1. General**

1.1 Talland Bay Ltd ("the Company") arranges letting of holiday accommodation on behalf of owners of such accommodation (the "Owner"). The person who makes the booking (the "Tenant") agrees to enter into a contract with the Owner and agrees to the following terms and conditions.

1.2 The Owner enters into a binding contract with the Tenant when the Company issues the rental confirmation (the "Confirmation") as agent for the Owner.

1.3 The Tenant is responsible for the payment of the price of the rental, and for ensuring that all members of his party comply with these conditions and the general rules of The Bay Talland. The Tenant must be aged 21 or over at the time that the Confirmation is issued.

### **2. Payment**

2.1 Bookings must be accompanied by the payment of the required deposit. The Company shall not be deemed to have accepted a booking until this has been received and the Confirmation has been issued.

2.2 The balance must be paid not later than six weeks before the commencement of the holiday. Failure to pay by this time will constitute cancellation by the Tenant, in which case condition 4 will apply. The Company's normal practice is to send at least one reminder before processing such cancellations. If the Tenant books the holiday less than six weeks from its commencement, the full rental amount shall be payable immediately.

2.3 The price payable for the holiday is inclusive of all fees, charges and VAT and includes linen and cleaning at the end of the stay.

2.4 Where the Tenant pays for any part of the cost of the holiday by credit card, the Company reserves the right to levy an additional charge to cover credit card fees. There is no charge for payment by debit card.

### **3. Alterations or Cancellation by the Company**

3.1 In the unlikely event that, where a Tenant is not in breach, it shall be necessary for the Company to make an alteration to or cancel the booked accommodation, the Company shall notify the Tenant and seek to offer alternative holiday accommodation of a similar standard to that originally requested.

3.2 In the event that the Tenant, within 14 days of notification, deems this alternative unacceptable, the Company shall refund in full all monies paid and shall not be under any further liability.

**4. Cancellation by the Tenant** Any cancellation made by the Tenant shall be made in writing or by email to the Company. Should this notification be received more than six weeks prior to the commencement date of the holiday, the deposit paid will be retained and no further sums due. Should the Tenant cancel the booking within six weeks of the commencement date, the full price of the rental will be retained.

**5. Corrections** Upon receipt of the Confirmation, the Tenant will check the details and the Company must be notified of any corrections within 14 days. After this time, the Company reserves the right to treat a change of property and/or holiday dates, at the request of the Tenant, as a cancellation of one holiday and the booking of another, in which case Condition 4 will apply.

### **6. Website/Brochure**

6.1 The Company makes all reasonable efforts to ensure that property descriptions supplied by Owners are correct and information in the website/brochure is believed to be accurate although minor variations can occur.

6.2 Owners reserve the right to make minor modifications to the property specifications that are considered necessary in the light of operating requirements including the right to alter or delete furniture, fittings, amenities, and facilities, without prior notice.

**7. Number of People** The number of people using the holiday accommodation shall not exceed the maximum number stated without prior written agreement from the Company. In the event that the maximum is exceeded without such agreement the Owner reserves the right to refuse or revoke the booking at his/her sole discretion. This would be treated as a cancellation by the Tenant, and condition 4 above will apply.

### **Talland Bay Ltd**

### **8. Dogs and other Pets**

8.1 Dogs or other pets may only be brought to the accommodation when this has been agreed at the time of booking and evidenced on the Confirmation. Without such agreement the Owner reserves the right to refuse or revoke the booking at his/her sole discretion. This would be treated as a cancellation by the Tenant, and condition 4 applies.

8.2 Pets are not allowed on any beds or chairs, nor are they allowed in any communal facilities. Dogs must be exercised on a lead, and must not be left unattended at any time in the holiday accommodation.

**9. Arrival and Departure** The normal time of occupation is after 4.00pm on the rental start date and the accommodation must be vacated by 10.00am on the last day, unless other arrangements have been agreed by the Company. If arrival is late or delayed the Tenant must advise the Company so that suitable arrangements can be made for entry.

### **10. Tenant's Responsibilities**

10.1 The Tenant shall keep the holiday accommodation and all furniture, fittings and effects in the same state of repair as at the commencement of the holiday, except that normal cleaning and linen services are included at the end of the rental period.

10.2 The Tenant shall be liable to the Owner for any loss, costs, expenses, claims arising from any damage caused to the property and/or its contents by the deliberate or negligent act of the Tenant or of any person in his/her party and must report such damage to the Company immediately. If as a result of such damage, the property or any of its contents need to be repaired or replaced then the Tenant shall be responsible for paying the reasonable costs of so doing.

10.3 The Owner will require the Tenant to pay a sum of money to cover the cost of replacement, repair or an abnormal amount of cleaning to the property or its contents as a result of the Tenant's occupation ("the Security Deposit"). The Security Deposit will be refunded in full after the end of the rental period where there has not been any loss or damage.

10.4 The Tenant agrees to be responsible for his/her party's behaviour which should not be excessive, noisy or disruptive, especially at night, and to follow the instructions of staff and abide by the general rules of The Bay Talland which will be provided. Any offensive or illegal behaviour will not be tolerated and may result in the police being called and you being asked to leave immediately. No refunds or compensation will be given in these circumstances. Any disturbance which results in the site manager being called to the scene could result in a charge being made by the Company.

10.5 The Company, acting on the Owner's behalf, reserves the right to re-possess the property at any time where material damage has been caused or, in the reasonable opinion of the Company or Owner, is likely to be caused to the property by the Tenant or any member of the Tenant's party and the Owner shall not be liable to make a refund of any monies paid.

10.6 The Company and/or the Owner shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.

10.7 The Tenant will not smoke, or permit any of his party to smoke, inside the rented property or the clubhouse.

**11. Construction during 2011** The Company has explained to the Tenant prior to booking that construction is still taking place in part of the site and the Tenant accepts that he has received a substantial discount to the full price in compensation for this.

**12. Death or Personal Injury** Neither the Company nor the Owner shall be responsible for the death or personal injury to the Tenant or any member of the Tenant's party save insofar as this results from proven negligence of themselves or their employees. The Tenant specifically recognises that the swimming pool(s) are unsupervised and unfenced and that the Company and Owner waives all liability for any injury incurred therein.

**13. Limitation of Liabilities** Nothing contained in these Conditions shall exclude or restrict any statutory rights which the Tenant has against the Owner or the Company.

**14. Force Majeure** The Company shall not be liable for any loss, breach or delay due to any cause beyond the Company's reasonable control. Under any such case, the Company shall be entitled to cite *force majeure* and treat the contract as discharged and the Company's liability shall be limited to the return to the Tenant of sums paid to the Company pro-rated for the remaining rental period.

**15. Law** English law, subject to the jurisdiction of English courts, shall apply to all contractual obligations arising out of these booking conditions.