

# The Point at Polzeath

## Booking Terms and Conditions 2020

### 1 DEFINITIONS

In these Conditions:

- 1.1 'Agency' means The Point at Polzeath Limited of St Minver, Wadebridge, Cornwall PL27 6QT.
- 1.2 'Arrival Date' means the date on which the Holiday Period starts, as confirmed by the Agency.
- 1.3 'Departure Date' means the date on which the Holiday Period ends as confirmed by the Agency.
- 1.4 'Deposit' means 25% of the Holiday Rental; this is non refundable in case of cancellation of your holiday.
- 1.5 'Equipment' means the furnishings, kitchen and other equipment, crockery, glasses, bedding, towels and other contents of the Property.
- 1.6 'Holiday Period' means the period from 5.00pm on the Arrival Date until 9.00am on the Departure Date unless otherwise stated by the Agency.
- 1.7 'Holiday Rental' means the total rental due and payable for the Holiday Period, and exclusive of the security deposit and other extras.
- 1.8 'notice in writing' means notice by post or by email to the address given to confirm the booking. A notice given in accordance with these Conditions is deemed to be both given and received: if it is posted: on the 2nd (or, when sent by airmail, 5th) business day after the date of posting; if transmitted by email: on the date and at the time shown on the delivery receipt retained by the sender.
- 1.9 'Owner' means the owner of the Property.
- 1.10 'Property' means the Owner's property as described on the Website.
- 1.11 'Website' means the Agency's website at [www.thepointatpolzeath.co.uk](http://www.thepointatpolzeath.co.uk).
- 1.12 'you' means the person booking a holiday in accordance with these Conditions.

### 2 WEBSITE AND LITERATURE

- 2.1 Details of the properties available at The Point at Polzeath, and the prices, are available on the Website.
- 2.2 Every care is taken to ensure that the properties are fairly and accurately described, any changes will be updated on the Website as soon as reasonably practical. Requests for further information about the Property should be directed to the Agency.
- 2.3 Photographs on the Website and in any other marketing literature are for guidance only.
- 2.4 All Holiday Rentals are per week unless otherwise stated.
- 2.5 The Agency reserves the right to adjust the prices on the Website, to correct errors or omissions or to reflect changes in VAT rates.
- 2.6 The Holiday Rental includes use of the on-site leisure facilities (fitness suite, pool, spa bath, steam room and sauna), subject to availability.

### 3 BOOKINGS

- 3.1 The Agency acts as the Owner's booking agent. It takes bookings on behalf of the Owner but as soon as you book a Property through the Agency you enter into a contract with the Owner of that Property, not the Agency.

3.2 A booking is only taken by the Agency on behalf of the Owner if all the required booking details are supplied to the Agency via the Website or by telephone.

3.3 The Owner and the Agency aim to ensure that their services are as accessible as possible. If you or any member of your party has a disability or special requirements you must ensure that you make this clear to the Agency before booking. The Agency will be happy to discuss with you the availability and suitability of accommodation and potential reasonable adjustments prior to taking your booking.

3.4 Any change made to a booking once it has been taken by the Agency on behalf of the Owner will incur an administration fee of £30.00.

#### 4 PETS

4.1 No animal, bird or reptile is permitted in the Property except where the Property description allows you to have a dog or cat at the Property, and under no circumstances should the number of such pets exceed the stated maximum.

4.2 You must pay £30.00 per dog for each week or part week of occupation, this covers the extra cleaning undertaken by the Agency.

4.3 No pet is allowed on furniture or in bedrooms.

4.4 Pets must not be left alone at the Property at any time.

4.5 Any fouling of lawns and paths must be cleared by you as soon possible.

4.6 You are responsible for removing as much pet hair as possible from the Property on the Departure Date. Additional cleaning charges required to remove excess pet hairs will be charged to you.

4.7 You must be aware that even if the Owner does not accept pets at his/her Property, he/she cannot guarantee that there have not been animals there in the past.

#### 5 RIGHT TO OCCUPY AND PARTY SIZE

5.1 The Owner permits you and your party (but no more than the maximum number of people stated on the Website) to occupy the Property for the Holiday Period for the Holiday Rental and to use the Equipment.

5.2 This licence is personal to you (and the members of your party). It is for the purpose of a holiday and it is not intended to create the relationship of landlord and tenant.

5.3 As the person making the booking you must certify that you are over 23 years of age and that the majority of the party is over 20 years of age. You must be a member of the party occupying the Property and you agree to these Conditions on behalf of all other members of your party. You also agree to take responsibility for all members of the party including any payment default or change in personal circumstances.

5.4 A booking request from a single sex party may be refused. The use of the Property for the purposes of a hen/stag party is not permitted.

#### 6 ARRIVALS AND DEPARTURES

6.1 The Property is available for occupation no earlier than 5.00pm on the Arrival Date and must be vacated by 9.00am at the latest on the Departure Date unless otherwise agreed beforehand.

6.2 If you expect to arrive outside the Agency's normal opening hours you should let the Agency know so arrangements for the keys can be made. No liability is accepted if you cannot gain access to the Property because you failed to give reasonable notice of your late arrival.

#### 7 PAYMENT

7.1 All bookings must be accompanied by payment of the Deposit and a £20 booking fee.

7.2 If the booking is made less than 42 days before the Arrival Date the total Holiday Rental, together with fees for extras (where applicable), must be paid.

7.3 The balance of the Holiday Rental must be paid at least 42 days before the Arrival Date. If you fail to do so, the booking will be cancelled, and you will lose your Deposit. Please therefore make a note of the final date for payment as neither the Owner or the Agency will send you a reminder beforehand.

7.4 Once the payments referred to in clauses 7.1 and 7.2 have been received the Agency will send you written confirmation of the booking.

## 8 CANCELLATION

Once a booking is confirmed you are responsible for the total Holiday Rental. Cancellation will be at the Owner's discretion and only if the Owner is able to re-let the Property will any monies be refunded. The Deposit is non-refundable in any circumstances.

## 9 YOUR OBLIGATIONS

9.1 You must:

9.1.1 Use the Property and the Equipment with care and leave it in a clean and tidy condition on departure. The Owner reserves the right to charge you for any extra cleaning, missing items and damage. In the case of exceptional damage the Owner reserves the right to require you and your party to leave the Property before the end of the Holiday Period.

9.1.2 Allow the Owner, the Agency and their authorized representatives to enter the Property at any time for any reasonable purpose, for example to make checks or carry out maintenance work.

9.1.3 Report all accidental damage to the Agency before vacating the Property at the end of the Holiday Period.

9.1.4 Behave in a manner in keeping with the environment of The Point at Polzeath. Behaviour should not be excessive, noisy or disruptive. Offensive, aggressive or illegal behaviour will not be tolerated and, in exceptional circumstances, the Owner reserves the right to require you and your party to leave the Property before the end of the Holiday Period.

9.1.5 Be responsible for placing your rubbish in the correct bags and at the correct location for collection as per the instructions provided in the Property. If rubbish is disposed of incorrectly additional charges may be applicable.

9.1.6 Comply with any rules or regulations applicable to the Property (full details of which will be made available to you) and any other reasonable rules or regulations notified to you from time to time during the Holiday Period.

9.1.7 Follow any safety advice provided to you by the Owner or the Agency.

9.1.8 Not smoke in the Property.

9.1.9 Not bring any guns, knives, air weapons, archery equipment, fireworks, illegal substances or other dangerous or prohibited items to The Point at Polzeath.

9.1.10 Ensure that all members of your party comply with this clause 9.

## 10 SECURITY DEPOSITS

A security deposit of £200 is payable at the same time as, and in addition to, the payment of the Holiday Rental. The security deposit will be held by the Agency to cover any losses, damage and/or additional cleaning charges if the Property is left in an unsatisfactory condition. The security deposit will be refunded within 14 days of departure subject to deductions necessary by reason of your or any member of your party's breach of these Conditions.

## 11. COMPLAINTS

If you have a complaint in respect of a Property you must report it to the Agency within 24 hours of arrival to ensure sufficient time is allowed to investigate and/or take the necessary remedial action. No compensation will be offered if you deny the Owner or the Agency the opportunity to rectify matters during the Holiday Period.

## 12 PROPERTY UNAVAILABLE BEFORE HOLIDAY PERIOD

If a Property becomes unavailable for any reason (including fire, flood or sale) the Agency will make every effort to find a suitable alternative Property for the Holiday Period, but otherwise the Holiday Rental and any other sums paid by you will be refunded. You will have no other claim against the Owner or the Agency.

## 13 EARLY TERMINATION

Your contract may be terminated before the end of the Holiday Period by the Agency (on behalf of the Owner) giving you notice only in the event of you being in material breach of the terms of these Conditions or for reasons beyond the Owner's reasonable control. In the case of termination otherwise than by reason of your default you shall receive a refund of the appropriate proportion of the Holiday Rental attributable to the then unexpired remainder of the Holiday Period.

## 14 LIABILITY

14.1 You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or the Agency in respect of damage to, or loss of, such personal property except where the damage or loss is caused by any act, neglect or breach of statutory duty by the Owner or the Agency or their employees (providing they were at the time acting in the course of their employment). As the Agency acts only as agent for the Owner, the Agency cannot accept any liability for any act, neglect or breach of statutory duty by the Owner or anyone representing, or employed by, the Owner.

14.2 Any personal property left at the Property and recovered by the Agency can be forwarded to you for a fee to cover the cost of postage and administration.

14.3 If you lose or mislay the keys to the Property outside the Agency's normal working hours you must pay a 'call-out' fee for gaining access to the Property (plus the cost of replacement keys if the originals cannot be found).

14.4 In all cases, except personal injury or death due to negligence, the Owner's liability to you for the total of all claims arising out of your holiday is limited to the amount of the Holiday Rental. The Owner will not be responsible for any matters that result from any unforeseeable events beyond his/her control.

14.5 Every effort is made to ensure all Equipment is in good working order but however no guarantee is given, or liability accepted, if breakdowns occur before or during a holiday. Although repairs or replacements will be organized as quickly as possible, delays inevitably do occur, particularly during the main season.

## 15 DATA PROTECTION

15.1 The Agency (on behalf of the Owner) collects and holds information about you and the members of your party which may be stored in computer and other filing systems. The Agency (on behalf of the Owner) collects and keeps this information for the purpose of making available and managing the Property and providing you with information about similar services.

15.2 You can correct any information or ask for information about you to be deleted, by giving written notice to the Agency using the contact details shown on the Website.

## 16 GENERAL

16.1 These Conditions shall be enforceable by the Agency pursuant to the Contracts (Rights of Third Parties) Act 1999 ("Act").

16.2 No person who is not a party to these Conditions may enforce them whether pursuant to the Act or otherwise.

16.3 Should any part of the Conditions be deemed by law to be void, the remainder of them will, if capable, continue in full force and effect.

16.4 These Conditions shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.