

## **CONDITIONS GOVERNING THE LETTING OF SELF CATERING HOLIDAY ACCOMMODATION**

### **1. RESERVATIONS:**

- These booking conditions apply to the guest(s) and all member of his/her party and such other visitors of the property. It shall be the responsibility of the lead guest to inform all members of the party and any visitors of these conditions.
- No reservation will be accepted from any person under 18 years of age.
- It should be noted that Bournecoast Holiday Agents acts solely as a booking agent and the contract of rental shall be between the hirer and the landlord, subject to condition of rental. Please note that Bournecoast Holiday Agents cannot act on behalf of the owner in the event of a complaint, however we will endeavour to rectify the situation where possible.
- The owner and owner's agents (Bournecoast Holiday Agents) reserve the right at their absolute discretion to refuse or cancel any reservation or any arrangements made without being under obligation to assign any reason therefore. In such event no liability in respect of the refusal or cancellation shall fall upon the owner nor the owner's agents save only that they shall refund to the guest the monies already paid by him or her in respect of such reservation.
- The holiday let agreement is made on the basis that the property is to be occupied by the guest(s) and his/her party for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9. The guest(s) and his/her party acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise on the determination of the term.
- It is not permissible to assign, let, part with possession of the accommodation, nor allow any other person other than those named on the booking form received to occupy the accommodation. The accommodation is to be occupied by the confirmed party ONLY and no authority will be given for other persons (other than those accepted by the reservation) to have access or use of the accommodation unless permission has been requested and agreed by the owner or the owner's agent. Under no circumstances may the number of persons exceed the maximum number of persons as quoted in the advert/property listing.
- The guest(s) and his/her party agree not to do or suffer to be done on the property anything which may be or become a nuisance or annoyance to the owner or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the property against fire or otherwise increase the ordinary premium for such insurance.

### **2. PAYMENTS:**

- With each reservation made directly with Bournecoast Holiday Agents (for reservations made through third party websites the payment terms on the property listing will apply), a deposit of one third plus the booking fee is required. On receipt of your completed reservation form and deposit, accommodation will be reserved (subject to availability). Our confirmation of provisional holiday reservation will then be forwarded to you by e-mail. Once the reservation has been verified by a member of staff an official booking confirmation will be sent to you (normally by email) detailing all the relevant information concerning the accommodation together with our official receipt for the deposit received. This will also include the address details of the property booked (please contact the owner using the details on the confirmation if necessary). If we are unable to reserve the accommodation for you, the full amount of the deposit received will be returned to you.
- For reservations made directly with Bournecoast Holiday Agents the balance of the rental fee should be paid to the Owner or the Owner's Agent (as per the booking confirmation) at least six weeks before the commencement of the holiday. If the balance is to be paid to the owner's agent (where indicated) payments can be made on the Bournecoast website. If an application is made for accommodation to be taken up within six weeks, the full rental fee will be required with the reservation application.

### **3. CANCELLATIONS AND INSURANCE:**

- For reservations made directly with Bournecoast Holiday Agents (for reservations made through third party websites the cancellation policies shown on the property listing will apply), if it becomes necessary to cancel for whatever reason, you are still liable for the full terms - unless we are successful in re-letting the accommodation. If you do need to cancel your holiday our Reservations Team will try to rebook the accommodation on your behalf.

We appreciate that genuine circumstances may cause you to cancel your holiday. Equally, please understand that we begin to incur additional administration costs as soon as your reservation has been received, hence rebooked cancellations will incur the following charges:

Days prior to arrival	Administration charge
More than 84 days before arrival	A deduction of 10% of the deposit only
84-28 days before arrival	A deduction of 30% of the deposit only
Less than 28 days before arrival	A deduction of 100% of the deposit

- If our Reservations Team are unable to rebook the accommodation you are still liable for the full balance of the holiday. We therefore recommend that you take out your own travel/holiday insurance to cover you. It's important to read the details of any insurance carefully. Some travel policies are basic, perhaps covering only cancellation. Others might include a range of extras that you may not need. Most travel policies do include cancellation and curtailment. In other words, if you have to cancel or cut short your holiday, perhaps due to illness or bereavement, the policy should cover your expenses.

- Should it be necessary to cancel, please inform Bournecoast Holiday Agents by telephone, but confirm IN WRITING as soon as possible, supported by Doctor's/Employer's letter or similar evidence. If no notification of cancellation is made to Bournecoast Holiday Agents, the person responsible for the booking will be liable for the balance of the rental fee due to the owner.

- Guests are strongly advised to arrange insurance cover against personal loss. The use of the accommodation is at the guest's risk and no liability will be accepted by the owner or the owner's agents for injury to the guest(s) or his/her party, loss or damage of belongings. Your insurance company will be pleased to advise you.

#### **4. ARRIVAL AND DEPARTURE:**

- Guest(s) and his/her party must clearly understand that the accommodation will NOT BE AVAILABLE UNTIL 3.00 p.m. on the arrival date (unless otherwise stated on the property advert). On the day of departure the guest(s) and his/her party must arrange to leave NO LATER THAN 10.00am. If the guest(s) and his/her party do not leave by 10.00am a late check-out charge will be applied which will be the equivalent of one night's rental or £50.00 (whichever is the higher amount). In this case the guest(s) and his/her party will still need to leave immediately to ensure the property can be prepared for the next arriving guest and does not give them the right to stay in the accommodation for any extra period of time.

- Please note that if you do have any problems when you arrive your first point of contact should be the emergency contact information provided on your booking confirmation and/or in the Welcome Information Pack. A Bournecoast Holiday Agents Customer Service Representative will be on duty between 3pm and 8pm on the day of your arrival. After 8pm a messaging service will be in operation for emergencies.

- The accommodation is made available for letting on the clear understanding that it is left in a clean and tidy condition at the time of vacating by the guest(s). The guest(s) must also ensure that ALL surplus food and drink, etc. are disposed of and that all waste is removed from the premises (please use the correct bins for food disposal, general waste and recycling - it is the guest's responsibility to follow all local recycling procedures when removing waste from the premises, if a recycling bin is left contaminated a charge may be incurred). Guests who have babies in their party and use disposable nappies must not under any circumstances use toilets to relieve the same. Other methods of disposal must be used. This also applies to other similar articles for disposal.

- The guest(s) and his/her party will be held responsible for any damage or breakages that occur and such incidents must be reported to the owner or the owner's agent and the required compensation paid before departure. If any breakages or damage are not reported to owner or the owner's agent, or the property not left clean and tidy a charge may be made.

#### **5. EQUIPMENT AND FURNITURE:**

- Travel cots, high chairs and other baby equipment can be hired. For self-catering accommodation, babies up to the age of two years are classified as cot age and one baby is allowed free if extra persons are subject to a surcharge. In all cases the guest(s) must bring their own cot bedding.

- Protective waterproof covering must be brought and used on beds where wetting is possible. It will be the responsibility of the guest(s) to ensure the complete protection of beds and any soiling of beds no matter to what degree must be reported immediately to the owner or owner's agent.

- Guest(s) and his/her party are not permitted to move furniture or equipment without prior consent of the owner or owner's agent. If approval is given to move anything, it will be the guests' responsibility to return the same to the original position before departure. Equipment and furniture must not be moved from the premises for use outside.

#### **6. PETS:**

- Pets are not acceptable unless prior permission has been given prior to the arrival date. If the accommodation allows pets, full details must be recorded on the booking form. Pets are only accepted on the guest's guarantee that their pet is fully house trained and at all times kept under control. Anyone arriving without prior approval of an animal will be refused entry of the pet. Please note that a property stating NO PETS does not guarantee that there have never been pets residing/visiting in this property. Pet supplements may apply. Pets must be under the control of the guest(s) at all times and should not be left in the property unattended at any time. Guests are requested to bring their own sleeping/resting equipment for pets. It is the guest's responsibility to clean up any mess left by their pet inside or outside the property or a charge to cover the cost of clearing up may be incurred.

#### **7. COMPLAINTS:**

- In the unlikely event of a complaint being received it will be given immediate attention, and will be treated in the strictest of confidence. The complainant shall be kept informed of progress being made. Please note that Bournecoast Holiday Agents do not always have authority to act on behalf of the owner in the event of a complaint, however we will endeavour to rectify the situation within our limits as a holiday agency. On receipt of a complaint, if a Bournecoast Representative cannot resolve the issues detailed within the complaint, the complainant will be told that the details of the complaint are being forwarded to the owner(s) and the complainant will have to wait for a response from the owner(s).

- WHAT YOU NEED TO DO IF YOU HAVE A COMPLAINT:

a) Contact the emergency contact details provided on your holiday confirmation and/or the Welcome Information Pack immediately;

b) State your name, booking number and the holiday accommodation address;

c) State the nature of your complaint;

d) State the date your complaint relates to;

e) State the name of any 3rd party involved;

f) Complaints to the Bournecoast Ltd office shall be accepted by telephone but should always be immediately followed, with full details of the complaint, in writing by email or post.

- 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. Under no circumstances will compensation be considered for complaints raised after the holiday has ended when the guests have denied the owner or owner's agent the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.

#### **8. EV CHARGING:**

- For the purpose of this condition an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will drive some or all of its power from rechargeable batteries which requires connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles. Where properties have dedicated EV charging points they will be advertised. Unless stated in the description for the property, our properties do not offer on-site charging facilities and you must make your own arrangements for EV charging. Vehicles should NOT be charged at properties without dedicated EV charging points. Most properties will have standard domestic supplies which do not support vehicle charging, therefore domestic chargers are not suitable for use in the property and will create a fire hazard. The use of domestic chargers is strictly forbidden. You are solely liable for any damage or loss suffered by us as a result of your unauthorised use of domestic chargers.

**9. KEYS:**

- Information regarding how to access your accommodation will be set out on your holiday confirmation. A brief summary of the different options are below:
  - Keys Provided by Owner – Please contact the owner for access to your holiday property, all owner details will be on your confirmation.
  - Key Safe/Access Codes – Information regarding the access codes will be sent/available prior to your arrival.
  - Keys by Post – Keys arriving by post will be sent approximately one week prior to your arrival.
  - Key Collection – Keys should be collected from our office during office hours (alternative arrangements can be made for out of hours arrivals).
- Loss of keys will incur a charge equivalent of that to change the locks and obtain new keys, payable by the guest(s). All keys must be returned to owner or the owner's agent (as per the check-out information) within seven days of the end of the holiday. If guest(s) or his/her party becomes locked out during their holiday there will be a call-out fee for a Bournecoast Representative to visit the property and regain access (£10 charge will be made during office hours 9am – 5.30pm Mon – Fri, £25 charge will be made out of office hours PAYABLE ON ARRIVAL). If you have any issues regarding your keys please contact the Bournecoast office as soon as possible and we will endeavour to make alternative arrangements.

**10. FIRE SAFETY:**

- Please get to know the accommodation on arrival and familiarise yourself with all possible escape routes and exits. Establish where any fire extinguishers, fire blankets and emergency torches are stored and check instructions for use. Discuss in the event of a fire how you would evacuate the accommodation making provisions for vulnerable members of your party. Keep all door and window keys in a suitable place for a quick exit. The alarms are checked regularly, but if you want to check the alarms, you can buy pressing the button on the alarm. Please contact us immediately if you find that any alarms are not working during your visit.
- The guest(s) and his/her party must not smoke in any part of the accommodation (please note smoking includes use of vapours and/or e-cigarettes). The guest(s) and his/her party must not use candles, tea-lights, fireworks or Chinese lanterns at the accommodation.
- The guest(s) and his/her party must not use a barbecue or fire pit at the accommodation unless the owner has provided one. If the accommodation has an open fire, stove or wood burner, the guest(s) and his/her party must comply with the instructions found in the Welcome Information Pack and/or Accommodation User Guide, particularly regarding the appropriate fuel to use for your safety and the use of the fire guards provided. If there is no open fire, stove or wood burner the guest(s) and his/her party must not create their own anywhere at the accommodation.
- The use of personal electrical appliances in the accommodation should prioritise safety. The guest(s) and his/her party are responsible for ensuring that their devices are safe and comply with relevant safety standards. The guest(s) and his/her party are allowed to use personal electrical devices such as phone chargers and small electronic gadgets. However, the use of fake or counterfeit chargers is strictly prohibited, as they pose serious safety hazards, including electrical fires and equipment damage. Guests are encouraged to report any malfunctions, safety concerns, or incidents related to personal electrical appliances promptly to the owner or owner's agent. The guest(s) and his/her party are responsible for their personal devices. Any damage caused to the accommodation property or equipment due to the use of personal electrical devices will be the guest's responsibility.
- Please close doors (especially at night time), a closed door helps stop fire and smoke spreading, which can help protect your escape route. Make sure you close all doors as part of your night time routine or when leaving the property.
- Please take care when cooking, especially deep frying. Do not fill the pan with more than a third of oil and leave to cool if it starts to smoke. Never leave saucepans unattended.
- Ensure matches are kept out of the reach of children.
- Make sure all portable heaters are positioned away from flammable materials and do not leave unattended at any time. Do not place items of clothing on portable heaters to dry them.

- The guest(s) and his/her party should take all reasonable steps to ensure their personal safety from fire and the risks associated from fire during their time at the accommodation.

**11. RIGHT OF ENTRY:**

- The owner, the owner's agents or their contractors, shall be allowed the right of entry to the property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance. Under normal circumstances, we will always ask in advance for permission to enter.

**12. WARRANTIES:**

- Bournecoast Ltd does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees, agents, or the owners of the properties.

**13. LIABILITY:**

- The following provisions set out the entire liability of Bournecoast Ltd (including liability for acts or omissions of its employees, agents and subcontractors) to the guest in respect of: (1) any breach of these Booking Conditions; and (2) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

- All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Nothing in the Contract excludes or limits the liability of Bournecoast Ltd for death or personal injury caused by negligence or fraudulent misrepresentation.

- Subject to the total of this clause: (1) Bournecoast Ltd total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of the Contract shall be limited to a sum equal to three times the rental fee; and (2) Bournecoast Ltd shall not be liable to the Client for any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (however so caused) which arise out of or in connection with the Contract. Save for any rights under these Conditions and the Contract which may be exercised by Bournecoast Ltd, no term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.

- Without prejudice, if the property which the guest has booked becomes unavailable or unusable for the date of the booking, then Bournecoast Ltd's obligation will be to (1) use their best endeavour to find a suitable alternative property, or failing which (2) to reimburse the Client for any monies paid. Notwithstanding any other provision of this Contract, neither Bournecoast Ltd nor the Owner shall jointly or individually be deemed to be in breach of this Contract or otherwise be liable to the Client, for delay in performance or the non-performance of their obligations, due to any circumstance beyond their reasonable control, and the time for performance of that obligation shall be extended accordingly. Force Majeure covers, without limitation, fire, flood, exceptional weather conditions, epidemics, destruction, and damage of the property by any cause other than the negligence of the owner or Bournecoast Ltd, and all similar situations. No compensation, costs, or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by either the owner or Bournecoast Ltd to the guest(s).

- While every possible care is taken in preparation of the accommodation details printed on the websites, the visitor will fully appreciate that the human element cannot be disregarded and the owner or owner's agent will not accept any liability for any loss incurred. Should an error be made and later noted all those concerned will be notified. Details of your reservation are printed on your Booking Confirmation and it is imperative that these details are carefully checked for accuracy. Any discrepancies should be reported to Bournecoast Holiday Agents within 7 days, in writing.