

# RUNSWICK BAY COTTAGES

## TERMS & CONDITIONS OF BOOKING - PLEASE READ THIS DOCUMENT CAREFULLY.

When you make a booking with us (whether by email or telephone) these conditions are deemed to have been accepted by you.

### 1. DEFINITIONS

- 1.1) "**Additional Fees**" means any fees payable by the Holidaymaker other than the Rental Charge and Booking Fee, including (but not limited to) card handling fees, insurance costs, heating supplements, service charges, pet charges and linen charges.
- 1.2) "**Agent**" means Runswick Bay Cottages, 5 Chevet Park Court, Chevet Lane, Wakefield, WF2 6QS (formerly known as Romantic Cottage Holidays)
- 1.3) "**Booking**" means the reservation of the Property by the Holidaymaker.
- 1.4) "**Booking Conditions**" means these terms and conditions.
- 1.5) "**Holidaymaker**" means the person or persons making the Booking.
- 1.6) "**Non Refundable Deposit**" means £100 (One Hundred Pounds)
- 1.7) "**Holiday Confirmation**" means the confirmation of the Booking issued by the Agent to the Holidaymaker (by email and/or post) once the Initial Payment has been processed.
- 1.8) "**Initial Payment**" means the payment of the Non Refundable Deposit and any applicable Additional Fees.
- 1.9) "**Property**" means the accommodation for which a Booking is made.
- 1.10) "**Property Owner**" means the owner of the Property.
- 1.11) "**Rental Charge**" means the total rental charge payable in respect of the Booking.
- 1.12) "**Reservation Request**" means a request to make a Booking by the Holidaymaker whether submitted over the telephone, via the website, by email or otherwise.
- 1.13) "**Short Break**" means a holiday for a duration of less than seven nights.

### 2. RUNSWICK BAY COTTAGES (Agent)

- 2.1) The Agent acts as agent for the Property Owner to take and arrange Bookings. The Agent does not own or manage the Property (unless stated) but reserves the right to refuse any Booking.
- 2.2) Once the Initial Payment has been made and a Holiday Confirmation has been issued by the Agent, a legally binding contract shall exist between the Holidaymaker and the Property Owner pursuant to which the Property Owner will make the Property available for the period set out in the Booking. For the avoidance of doubt, the Agent shall not be a party to such contract.
- 2.3) The contract shall be subject to these Booking Conditions and any other special conditions made known to the Holidaymaker at the time of the Booking.
- 2.4) The Agent accepts no liability for any defects or unavailability of the Property or any other problems with the holiday. The Holidaymaker's right of action (if any) shall be against the Property Owner and not the Agent.

### 3. BOOKINGS AND PAYMENT

- 3.1) Following receipt of a Reservation Request the Agent shall check the availability of the Property. If the Property is available for the Holiday, the Agent shall reserve the Property subject to payment of the Non Refundable Deposit.
- 3.2) If the Reservation Request is for a period outside the current letting period, the Agent is unable to make a Booking. In such an event, the Agent may offer the Holidaymaker the opportunity to make a provisional reservation. The effect of a provisional reservation is that the Agent will notify the Holidaymaker if, and when the Property becomes available for Bookings and the Agent shall not make a Booking for the Property for the relevant period without first offering the opportunity to the Holidaymaker (such offer will be on the then current terms meaning the price may have increased from the time the provisional reservation was made). The Holidaymaker may cancel a provisional reservation at any time. If the Owner withdraws the Property or the Holidaymaker does not make a booking when offered the opportunity to do so, the provisional reservation shall be deemed to be cancelled.
- 3.3) Upon receipt of the Initial Payment, the Agent will issue a Holiday Confirmation to complete the Booking.
- 3.4) The balance of the Rental Charge (if any) must be paid by the Holidaymaker to the Agent no later than six (6) weeks prior to the commencement of the holiday (the Agent shall endeavour to inform the Holidaymaker of the due date at the time of the Booking).
- 3.5) Where the Agent has not received the balance by the due date, an overdue reminder letter will be issued to the Holidaymaker. If the balance is not received within three (3) days of that reminder, the Agent reserves the right to treat the Booking as cancelled by the Holidaymaker and clause 5 shall apply and the Holidaymaker shall have no claim against the Agent or the Property Owner for compensation or reimbursement whatsoever.

3.6) The prices stated on the Agent's website and in the Agent's brochure are cash prices in pounds sterling. Any charges raised against the Agent by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to the Agent within seven (7) days of the Agent's request to do so.

3.7) All payments must be made in pounds sterling.

3.8) The Agent reserves the right to correct any error in advertised and/or confirmed prices.

3.9) Please note some Property Owners may charge a good housekeeping bond (as mentioned in the individual Property details).

3.9.1 The Agent advises all Holidaymakers to take out their own travel insurance policy to guard against cancellations.

#### **4. BOOKING DETAILS**

Immediately upon receipt of the Holiday Confirmation from the Agent, the Holidaymaker should check the details and notify the Agent of any mistakes/errors made by the Agent as soon as possible and in any event within seven (7) days; no changes can be made to the Booking after this time. The Agent reserves the right to charge a holiday booking amendment fee to administer/correct any error by the Holidaymaker. It is the responsibility of the Holidaymaker to inform the Agent with information that is true, accurate and complete.

#### **5. CANCELLATION BY THE HOLIDAYMAKER**

5.1) The Holidaymaker should notify the Agent immediately in writing if he/she wishes to cancel the Booking. The cancellation only takes effect when the Agent has received written confirmation from the Holidaymaker. If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance shall remain payable notwithstanding cancellation.

5.2) No refunds will be given on the cancellation of a Booking by the Holidaymaker unless the Agent is able to re-let the Property for the same length of time and at the same rate.

5.3) This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives and successors, and references to any party shall include that party's personal representatives and successors.

#### **6. OTHER CANCELLATIONS**

6.1) In the event of the Agent being unable to arrange the holiday accommodation requested by the Holidaymaker, or if the Property becomes unavailable for whatever reason, the Agent will endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard in a similar location.

6.2) If the Holidaymaker has paid any money in respect of a Property and that Property subsequently becomes unavailable, the Agent shall use its reasonable endeavours to obtain a refund from the Property Owner to the Holidaymaker of all monies paid by the Holidaymaker.

6.3) The Agent is not liable for any costs associated with alternative accommodation, which must be paid by the Holidaymaker.

6.4) Save as set out above, the Agent shall have no liability for the cancellation or alteration of a Booking.

6.5) Where a cancellation occurs due to Government restrictions, the Agent will offer the Holidaymaker the opportunity to rebook their holiday to be taken within a 12 month period. Holidaymakers should seek to claim on their insurance in the first instance and the Agent will assist with any paperwork required to enable this. See Clause 8

#### **7. PROPERTY INFORMATION**

7.1) To the best of the Agent's knowledge the details relating to any Property described in the Agent's brochure or website were correct at the time of printing / issue.

7.2) Upon becoming aware of any material inaccuracies in any description of the Property or material changes to the Property, the Agent shall endeavour to correct them in future publications and inform the Holidaymaker. The Agent may, in its sole and absolute discretion, offer the Holidaymaker the option to treat the change as a Cancellation Event and clause 6 shall apply accordingly.

#### **8. INSURANCE**

To minimise the financial risks associated with going on holiday it is strongly recommended that the Holidaymaker arranges travel insurance that matches their needs when booking the holiday.

#### **9. RESPONSIBILITIES OF THE HOLIDAYMAKER**

9.1) During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes (for the benefit of the Property Owner and the Agent) as follows:

9.1.1) that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation;

9.1.2) that the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party;

9.1.3) to show due consideration for other parties (to include, but not be limited to, refraining from abuses of the Property and/or dangerous, offensive or rude behaviour to the Property Owner, his representative or any third parties such as neighbours);

9.1.4) to allow the Property Owner or his representative access to the Property at any reasonable time during the period of the holiday;

9.1.5) to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss;

9.1.6) to report as soon as possible to the Property Owner (or his representative) any breakages, damage or loss caused by the Holidaymaker during the holiday and to reimburse the Property Owner with the cost of replacement. The Property Owner reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused and the Holidaymakers payment card charged accordingly;

- 9.1.7) to arrive after 4.30 p.m. on the arrival day and to vacate the Property by 9.30 a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner;
- 9.1.8) not (without the express permission of the Property Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property;
- 9.1.9) to ensure the keys to the Property and the Property itself are left in a secure manner at all times with windows and doors locked when not in occupation
- 9.1.10) to reimburse the Property Owner for the loss of the keys to the Property and associated costs with the fitting and supply of new locks and keys
- 9.1.11) to reimburse the Property Owner for the loss of the car park permit; and
- 9.1.12) to notify all other members of the Holidaymaker's party of these undertakings.
- 9.2) In the event of a breach of any of the undertakings set out in clauses 9.1, 9.4, 9.5 the Property Owner (or his representative) can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever. Reimbursement due to breach of clause 9.1 will be taken from the Holidaymakers credit or debit card
- 9.3) The Holidaymaker undertakes to satisfy themselves that the Property fits their requirements prior to making a Booking.
- 9.4) The use of illegal drugs, and or substances or activities associated with drug misuse is against the law of the country and will not be tolerated in the Properties.
- 9.5) The use of firearms, obnoxious substances and dangerous goods are not permitted in the Properties.

## **10. PETS**

- 10.1) Pets are only allowed at Properties that are advertised as allowing a pet/pets. If a Holidaymaker takes a pet to a Property that does not allow them, or exceeds the stated number/size of pet, the Property Owner (or his representative) can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.
- 10.2) The Holidaymaker is liable for all damage caused by his / her pets. The Holidaymaker should remove all traces (inside and out) from the Property of pet occupation before final departure. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy.
- 10.3) The Holidaymaker must not allow pets on beds or furniture within the Property and pets must not be left alone in the Property at any time. If the Holidaymaker breaches this clause the Property Owner (or his representative) may notify the Holidaymaker of the breach and if the Holidaymaker continues to breach this clause the Property Owner (or his representative) may make the Holidaymaker leave the Property before the end of the Holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.
- 10.4) Without prejudice to clause 10.2 above. Registered assistance dogs are allowed in all properties featured on our website or in our brochure, even where the property description states that pets are not allowed. The Holidaymaker must notify the Agent of the intended presence of any assistance dogs prior to booking. Customers with allergies should be aware that we cannot guarantee that an assistance dog has not stayed in a chosen property recently.
- 10.5) We cannot accept responsibility for any suffering which may occur as a result of such animals having been present or in the vicinity of one of our properties.

## **11. LIABILITY**

- 11.1) The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at the Property or at the designated car park entirely at their own risk.
- 11.2) The Agent shall not accept any liability for losses or expenses to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker, the Holidaymakers guests or to the Holidaymaker and the Holidaymakers guests personal property or vehicles (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is caused by the negligence or wilful default of the Agent.
- 11.3) No representative, agent or sales person (whether employed by the Agent or not):
- 11.3.1) has authority to vary, amend or waive any of these Booking Conditions and no amendment or addition to any of these Booking Conditions shall be deemed to have been accepted unless accepted in writing by the Agent; and/or
- 11.3.2) has authority to make any verbal representations or provide additional information over and above information contained in the Agent's brochures and website. The Agent cannot accept responsibility and give no warranty in respect of information or representations not contained in these Booking Conditions, the Agent's brochures and/or the Agent's website.

## **12. COMMUNICATION AND INFORMATION**

- 12.1) For the purpose of the Data Protection Act 1998, all personal and other information and details collected by the Agent in the course of its business, belong to the Agent and will not be disclosed to any third party except to the Property Owner (and/or his representatives) in connection with a Booking.

## **13. COMPLAINTS**

- 13.1) Once a Holidaymaker has returned home it is very difficult to investigate complaints of any nature. Holidaymakers must make the Property Owner or Agent aware of any issues at the time of stay.
- 13.2) In the event the Holidaymaker may have cause for dissatisfaction, the Holidaymaker should contact the Property Owner (or his representative) as soon as possible. The Agent encourages all Property Owners to take complaints from Holidaymakers seriously and to resolve them if at all possible.

13.3) If the Holidaymaker is unhappy with the Property Owner's response, the Holidaymaker should contact the Agent as soon as possible (and in any event within 28 days of the end of the holiday) and provide details of the complaint and the Property Owner's response.

13.4) Without prejudice to clause 2.2, upon receipt of details of a complaint from a Holidaymaker, the Agent may (in its absolute discretion) liaise with the Holidaymaker and the Property Owner and attempt to resolve the outstanding complaint.

13.5) This clause 13 is without prejudice to any cause of action the Holidaymaker may have against the Property Owner.

#### **14. FORCE MAJEURE**

No liability can be accepted and no compensation will be paid by the Agent or the Property Owner, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, illness, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Agent or the Property Owner are prevented or affected, by any event which the Agent or the Property Owner could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, power failure, fire, adverse weather conditions, closure of international borders, disease, non-availability of transport services, interruption to services/utilities and all similar events outside the control of the Agent or the Property Owner.

#### **16. LAW AND JURISDICTION**

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.

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27<sup>th</sup> May 2020

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