

## **Booking Terms and Conditions**

Within these Booking Terms and Conditions, "you" and "your" means the person signing the booking form as party leader but these Terms and Conditions apply to all other persons in the party (including anyone who is added or substituted at a later date). "We", "us" and "our" means the owner of the relevant Property. "Property" means the property in respect of which a booking is made.

### **1. Booking contract**

1.1 You (the person signing the booking form as party leader) agree to enter into a contract with us on the following terms and conditions.

1.2 You must be aged 21 years or over when the booking is made.

1.3 The contract commences when we have issued the written booking confirmation. We reserve the right to refuse any booking. **2. Booking procedure**

#### **a) Bookings**

2.1 Please check availability online and either email, [camberbeach@btconnect.com](mailto:camberbeach@btconnect.com) or call the office 07779474332 to place your booking. Your booking is only confirmed once you have received confirmation back from us that the dates selected are available, normally within 24 hours of receiving your booking.

2.2 All provisional bookings, whether made online or by telephone are only confirmed once a deposit of 20% or 25% depending on which property, of the rental has been received. For payment methods please see 3.2 below.

2.3 Bookings taken within eight weeks of arrival at the Property must be paid in full at the time of booking unless otherwise stated on booking form.

2.4 Once we have received your booking form and all appropriate payments, we will issue a written confirmation via email. Please contact us immediately if any information which appears on the confirmation is incorrect or incomplete.

2.5 A reminder will be sent to you two weeks before the balance of payment is due. The balance of the rental cost and security deposit (see 4 below) must be paid eight weeks prior to your arrival at the Property failing which we reserve the right to treat the booking as cancelled.

### **3. Prices and payment**

3.1 Our quoted prices are per property for accommodation only. All prices include, cleaning on departure, bed linen and towels, electricity, gas, water, fuel and central heating. Please note that beach towels and cot linen are not included unless specified.

3.2 Payment may be made by bank transfer, or cheque we do not accept credit cards. Charges raised against us by your bank for handling dishonoured, bank transfers or any other payments will be passed on to you and you will be liable to reimburse us in respect of such charges within seven days.

### **4. Security deposit**

4.1 A security deposit of £750 is required for all rentals of Sea Gem. This is to cover the cost of any damage or breakages to or at the Property and any additional cleaning. The security deposit is payable with the balance of the rental cost.

4.2 The additional costs referred to at 4.1 above will be deducted from the security deposit and the remaining balance will be returned to you within two weeks of your departure from the Property. If the security deposit paid by you is not sufficient to cover these additional costs you are required to pay any balance within 14 days of demand.

4.3 We will inspect the Property after your departure and notify you of any damage or breakages noted other than those matters already reported to us in accordance with clause 5.3 below or otherwise.

4.4 We reserve the right to hold the security deposit for longer than two weeks if there is a dispute over damage, or we are awaiting bills/proof of damage.

### **5. Your responsibilities**

5.1 You must arrive and depart within the check-in and check-out times stipulated for the Property, unless special arrangements have been agreed in advance. Usually arrival after 2.00pm low/mid - season and 4.00pm high-season .Departure 10.00am unless a later departure has been pre-arranged.

5.2 You must keep the Property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday and in the same state of cleanliness and general order in which they were found. We reserve the right to make a deduction from your security deposit or forward to you a bill, if a security deposit has not been taken, for any additional cleaning required over the usual number of hours committed to departure cleaning.

5.3 You must report to us promptly any breakages or damage and you will be responsible for payment of any breakages, loss or damage to the Property and/or its contents caused by you.

5.4 You are responsible for the correct and decent behaviour of your party. Should you or a member of your party abuse the Property or display dangerous, offensive or rude behaviour to our representatives or any third parties (e.g. neighbours) we reserve the right to require the person(s) concerned to leave the Property.

5.5 You are responsible for you and your party maintaining acceptable levels of noise at the Property and within the grounds and vicinity of the property particularly between the hours of 10.00pm and 8.00am. In the event of you or any member of your party breaching this responsibility, we reserve the right to ask you to vacate the Property and the contract will terminate immediately without refund or compensation.

5.6 You must not exceed the maximum number of people stated in the Property details to reside at the Property nor sublet the Property nor allow anyone to stay at the Property who is not included on the booking form. Please inform us of any changes to your party.

5.7 If you intend to invite more guests other than those staying you must seek prior permission from us. Additional charges and/or an increased security deposit may be sought at our discretion, if the extra guests are approved. Please note: we do not allow weddings or parties at the houses.

5.8 In the event of you breaching the responsibilities set out above, we reserve the right to ask you to vacate the Property and the contract will terminate immediately without refund or compensation save that you will remain liable for any costs or damages incurred by us as a result of your breaching these Booking Terms and Conditions and we reserve the right to deduct such costs and damages from the security deposit.

5.9 Smoking is not permitted in any of our properties.

## **6. Our liability and that of the owner**

6.1 We do not accept liability for any loss, damage or injury howsoever caused to you (or anyone in your party) or to your vehicles or personal property save where personal injury or death is caused by our negligence or by the negligence of the property owner. Any valuables left at the Property are left at your own risk. It is essential and your responsibility to ensure that all doors, shutters and windows are closed and locked when leaving the Property or when in the grounds. We strongly advise that you take out adequate travel insurance (including liability for accidental damage to the Property, cancellation cover and medical and emergency expenses) prior to the commencement of your holiday.

6.2 Children should be monitored at all times and you should verify the suitability of children's equipment which is provided as we cannot accept liability. Please do not leave children unsupervised! A disclaimer must be signed for all children staying at Sea Gem under the age of eight.

6.3 We are not responsible for noise or disturbance originating beyond the boundaries of the Property.

6.4 We do not accept any liability for compensation where performance or prompt performance of our contractual obligations is prevented or affected by reasons outside of our reasonable control, including adverse weather conditions, acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, restrictions and regulations of any kind on the part of the government or local authorities, strikes, lock-outs, or other industrial action or dispute.

6.5 We do not accept responsibility for the failure of public services such as water, gas, electricity, plumbing or sewerage systems or unforeseen breakdown of domestic and mechanical equipment such as heating or plumbing systems and boilers (but will endeavour to arrange prompt repair).

6.6 All bookings and other arrangements made by us on your behalf with third parties (e.g.

catering services) are subject to the terms and conditions imposed by these third parties. We do not take any commission for notifying you of such companies nor do we act as an agent on their behalf. We cannot accept responsibility for these services.

#### **7. Access to the Property**

We or our representatives have a right to access the Property at any reasonable time during your stay to carry out essential maintenance. We will endeavour to give reasonable notice to you if practicable. Gardeners and maintenance staff may also enter the grounds during your stay but will try as best possible not to interfere with your enjoyment of the Property.

#### **8. Complaints**

8.1 In the event that a complaint arises whilst you are on holiday you should contact us promptly to allow us an opportunity to rectify the matter.

8.2 If the problem is not resolved to your reasonable satisfaction during your holiday, you should put your comments in writing within seven days of your return.

8.3 We cannot accept complaints unless this procedure is followed. Complaints received after your holiday will not be accepted if we have not had prior notification of them and been given the opportunity to put matters right. **9. Alterations or cancellation by you**

9.1 If you request any changes to your booking we will endeavour to comply, but cannot guarantee to be able to do so.

9.2 Cancellation by you of your booking must be in writing. The effective date of cancellation is the date we receive written notification. Our cancellation charges are detailed below.

9.3 If you cancel at any time we will endeavour to obtain a replacement client. If a replacement is obtained, we will refund all monies paid by you for the rental, less any difference between the total price you paid or would have paid for the rental and the price paid by the replacement client less our administration fees.

9.4 Where bookings have been made through third parties (e.g. for catering or transport services) you will be liable to the cancellation charges set out in their terms and conditions.

9.5 In the event of cancellation 8 weeks or more prior to the date of the commencement of the rental, the deposit shall be forfeited, unless a re-let is obtained. If a re-let is obtained the full deposit will be refunded. In the event that cancellation is made less than 8 weeks prior to the date of the commencement of the rental the entire rental is payable. However, we will in all cases use our reasonable endeavours to re-let the house on the best terms obtainable. Except and to the extent such re-let is obtained, you will remain responsible for the payment as set out above. An administration fee of £80.00 will be charged for any cancellation.

#### **10. Alterations or cancellation by us**

10.1 In the interest of continual improvement we reserve the right to make minor modifications to furniture, amenities and facilities without any prior notice.

10.2 In the unlikely event that the Property is not available on the date booked (owing for instance to essential major repairs, flood or fire damage), if requested and if available we will try to arrange alternative accommodation of a similar type, price, standard and location. A refund of all monies paid by you to us is alternatively available and you shall have no further right of compensation.

#### **11. Pets**

11.1 Pets, which are accepted at some of our properties but must not be left alone in the Property at any time. You must not allow pets in the bedrooms or on furniture within the Property. You should remove all traces inside and outside the Property of pet occupation before final departure. You are liable for all damage caused by your pet whilst staying at the Property. We cannot be held responsible for the safety at your pet whilst staying at the Property.

11.2 We reserve the right to levy an additional charge for any extra cleaning required (above the usual number of hours committed to departure cleaning) after your occupancy with your pet.

#### **12. Brochure and web site accuracy**

12.1 The contents of our web site has been prepared in good faith. We will inform you of any significant changes at the time of booking or as soon after as possible if you have already

booked, but shall not be liable for any minor or insignificant inaccuracy in descriptions and information.

12.2 We do not accept responsibility for any changes or closures to local amenities or attractions mentioned in our brochures and on the web site.

### **13. Privacy policy**

13.1 We make it our highest priority to ensure that your personal information provided to us is secure and confidential. We will not sell your personal information to third parties. We will only disclose any personal information when required to do so by any lawful authority or as required by law.

13.2 We may use your data in the future to update you on our properties. Please let us know if you would like your personal details to be removed from our database after your holiday.

### **14. Law**

These terms and conditions and the contract to which they apply are governed in all respects by English law and the English courts shall have exclusive jurisdiction in relation to them.