



## TERMS AND CONDITIONS OF RENTAL OF HOLIDAY LETS FROM THE OWNER, ACTING THROUGH THE AGENT.

*THESE TERMS ARE RELEVANT SHOULD YOUR BOOKING BE DIRECT RATHER THAN THROUGH A BOOKING SITE. IF BOOKING VIA A BOOKING SITE THEIR TERMS & CONDITIONS WILL APPLY.*

### INTERPRETATION

#### 1.1 Definitions:

- Acceptance: the acceptance in writing (including by email) by the Agent of the Booking.
- Agent: Christchurch Bay Coastal Escapes, whose registered office is 112-114 Stanpit, Christchurch, Dorset, BH23 3ND
- Agent Materials: has the meaning set out in Clause 8.1.
- Booking: The Guest's application to rent the Property, as set out either (i) in the email from the Guest to the Agent setting out the Guest's application to rent the Property for the term specified in the application; or (ii) in the booking form or the online application by the Guest to rent the Property for the term specified in the application.
- Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- Conditions: these terms and conditions as amended from time to time in accordance with Clause 15.3.
- Confidential Information: information in whatever form (including written, oral, visual or electronic form, or on tape, disk or memory stick) relating to the Agent (including for the avoidance of doubt the Agent Materials) and the Property.
- Contract: the contract between the Agent, on behalf of the Landlord, and the Guest for the rental of the Property for the Rental Period in accordance with these Conditions.
- Force Majeure Event: an event or circumstance beyond a party's reasonable control.
- Guest: the person or firm who rents the Property from the Owner acting through the Agent.
- Owner: the owner of the rental property with whom the Booking is made/ Accepted.
- Property: the property in whole or part, as referred to in the Booking and/or the Acceptance.
- Rental Period: the time period in which the Guest shall rent the Property

#### 1.2 Interpretation:

- A reference to a statute or statutory provision is a reference to it as amended or re-enacted
- A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- Words in the singular include the plural and vice versa and words for any gender shall include all genders.
- Unless expressly stated otherwise, a reference to writing or written includes email

### BASIS OF CONTRACT

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Guest seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. The Booking constitutes an offer by the Guest to rent the Property in accordance with these Conditions. The Agent will send to the Guest an Acceptance of the Booking. The Guest is responsible for ensuring that the terms of the Booking and Acceptance are complete and accurate, and the Agent is not liable in the event that there are any inaccuracies in the Booking or Acceptance. The Booking shall only be deemed to be accepted when the Agent issues the Acceptance, and the Agent has received the full amount due for rental of the Property for the Rental Period: -

2.2.1. in the event of the Booking being made more than 8 weeks prior to the date of commencement of the Rental Period, a non-refundable deposit of not less than 25% of the total price for the Booking; and

2.2.2. in the event of the Bookings being made 8 weeks or less prior to the date of commencement of the Rental Period, payment in full for the Booking at which point the Contract shall come into existence.



2.3. If the Guest is booking online then by ticking the box to indicate acceptance of the terms and conditions, or moving on to the next step, you, the Guest will have accepted these Conditions.

2.4. The Guest waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Guest that is inconsistent with these Conditions.

2.5. Any photographs, illustrations, pictures, layout, or any other advertising material of the Agent or any contained in the Agent's, or any third party's website, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Property. They shall not form part of the Contract nor have any contractual force.

2.6. A quotation for rental of the Property given by the Agent shall not constitute an offer. A quotation shall only be valid for a period of 48 hours after its date of issue.

2.7. The Agent does not own the Property and is acting as the agent of the Owner and accordingly the Contract is between the Owner (acting through the Agent) and the Guest.

2.8. The Agent may refuse any Booking at its sole discretion without giving any reason.

### **ALTERATIONS/CANCELLATION**

3.1. Any alterations to the Contract requested in writing by the Guest shall be considered by the Agent but the Agent may not be able to or willing to accommodate such alterations.

3.2. If the Guest cancels the Contract, then such cancellation must be in writing and the following cancellation charges will apply: -

- Full refund, less our non-refundable booking fees/service charge, if more than 45 days in advance of your rental start date.
- No refund is available less than 44 days in advance of your rental start date. If you cancel after your balance is due, you forfeit all monies paid to us. If we can relet your dates, we will refund you all or part of the sum you have paid, depending on the value of the replacement booking, if there is one, then we would deduct your non-refundable booking fees/service charges and any additional costs incurred by us to relet the property. You will be reimbursed at check-out date of the original booking.
- If booking via an online booking platform (Air BnB, Booking.com etc) their cancellation policy may apply, please be sure to check platform policy.

3.3. Any Booking made through a third party may result in the Guest incurring cancellation charges from such third party.

3.4 Sometimes, and always 45 days before your arrival, an owner will accept a request to move the booking to another date instead of cancelling. Bookings are also sometimes transferable to another group. Changes to bookings or transfers to another date, or group, will incur an administration fee of £50.

3.5. From time to time the Agent is required to make alterations to the Contract and any alterations shall be notified to the Guest in writing.

3.6. In the event that the Agent cancels the Contract without good cause then the Agent will try to arrange alternative accommodation of a similar standard to the Property and if it is unable to find suitable alternative accommodation then The Agent will refund the rental price to the Guest.

### **OWNER/AGENT OBLIGATIONS**

4.1. Subject to completion of the Contract, the Agent, on behalf of the Owner, agrees to rent the Property to the Guest for the purposes of a holiday let only for the period specified in the Acceptance.

4.2. The Agent, as agent for the Owner, warrants that the Property shall be fit for habitation.

### **OWNER/AGENT OBLIGATIONS**

5.1. The Guest must be aged 18 years or older on the date that the booking is made.



5.2. On request from the Agent the Guest shall provide such information to the Agent as the Agent may reasonably request and which the Agent considers necessary for the purpose of the Contract.

5.3. If the Guest is more than one person then all Guests will be jointly and severally liable for the obligations contained in the Contract. Jointly and severally liable means that each Guest will be responsible for complying with the obligations and paying all charges and costs under the Contract, both individually and together.

5.4. The Guest undertakes that he will:-

- depart the Property by not later than 10.00 a.m. on the day that the let terminates, unless the Agent agreed otherwise
- provide the name, email address, mobile number and usual residential address for the booking lead and names of individuals (and ages for all those under 18) who will be staying at the Property during the Rental Period no later than 7 days prior to commencement of the legal period
- ensure that the maximum number of individuals present at the Property at any time does not exceed the number of individuals specified in the Acceptance;
- not sublet all or part of the Property, or take in lodgers or paying guests, or allow other persons to share the occupation of the Property whether or not for payment without the prior written consent of the Agent;
- keep the Property and all fittings, fixtures, furniture, equipment, garden and other items provided on the Property (as applicable) in the same condition and state of repair as they were on the date of commencement of the let of the Property;
- not carry out any formal or registered business, trade or profession from the Property unless the Agent has agreed otherwise; for example motor trade, beauty treatments, or whereby a business relies on clients attending the property;
- not use electrical equipment which might overload the existing electrical system of the Property;
- not make any structural alterations or alterations to fittings and fixtures, nor carry out any decoration of the Property;
- not hang any pictures or affix any posters to the walls without prior written consent from the Landlord;
- not host events or parties in the property;
- ensure to keep noise to a minimum and be respectful of neighbours particularly in communal areas;
- not keep any dog, cat or other pet without the prior written consent of the Owner or Agent;
- at the termination of the period of let, leave the contents in the rooms or places in which they were at the commencement of the Rental Period and remove all rubbish from the Property;
- allow the Owner, the Agent and/or anyone acting on their behalf access to the Property for the purpose of carrying out maintenance, housekeeping, repair or inspection at any reasonable time during the Rental Period. Notice will be given to the Guest where appropriate and when possible;
- and will ensure that any visitor to the Property will not, act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood.

5.5. The Guest undertakes to immediately notify the Agent of any damage or breakages to the Property and all fittings, fixtures, furniture, equipment, garden and other items provided on the Property (as applicable) and the need for any repairs or in the event of an emergency. The Agent shall endeavour, but shall not be obliged, to carry out any necessary repairs within a reasonable period of time after having been notified of the need to do so.

5.6. The Guest shall be responsible for all repair or maintenance of any damage caused through the fault of the Guest, or their invited visitors. If the owner chooses to repair such damage, the Guest is liable for the cost of the repairs.

5.7. The Guest may not assign, transfer, subcontract, charge or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Agent.

5.8. The Guest is responsible for securely locking the property and ensuring that all windows and doors are properly closed when departing the property. All keys must be returned on departing the property or the cost to replace keys and locks will be charged to the guest.

5.9. If booking under the name of a third party then all guest details must be disclosed and the booking agent or individual making the booking must take responsibility for guests under the terms of this agreement.

5.10. In the event of a breach of this Clause 5 then the Agent is entitled to terminate this Contract and may require the Guest to vacate the Property immediately without the Agent being required to make any refund to the Guest and the Guest will remain liable for all sums due to the Owner and/or the Agent pursuant to the Contract.

## **PRICE & PAYMENT**

6.1. The price to rent the Property shall be the price set out in the Acceptance. All prices are payable in UK sterling.



6.2. The price is for rental of the Property as a holiday let only and includes, where applicable, bedding, towels, cleaning of the Property after the Guest departs, electricity, gas, water, Wi-Fi, television licence. The price does not include any other goods or services unless agreed at the time of the booking.

6.3. At time of Booking the Guest shall pay the price in full or in some cases two instalments by credit card, debit card or electronic transfer to the bank account nominated in writing by the Agent. Please note that debit & credit card charges apply and it is the responsibility of the Guest to pay such charges. If any other sums are due from the Guest to the Agent (for example for damage to the Property) then such sums shall be paid to Agent as set out above within 5 days after the request for payment by the Agent. Time for payment is of the essence. If payment is not made by the appropriate date then the Agent may reject or cancel the Booking, the Acceptance and/or the Contract.

6.4. If the Guest fails to make any payment due to the Agent under the Contract by the due date for payment, then the Guest shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Guest shall pay the interest together with the overdue amount.

6.5. The Guest shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Agent may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Guest against any amount payable by the Agent to the Guest.

6.6. The Guest shall reimburse the Owner and/or the Agent for all breakages and damage to the Property and all fittings, fixtures, furniture, equipment, garden and other items provided on the Property (as applicable).

#### **PROPERTY DEPOSIT**

Guests will be required to pay a damage deposit of at least £300.00 up to £1,000 where the property includes a swimming pool. This fee may alter in accordance with the individual property. It is preauthorised, taken or held at time of booking, or at least before arrival, then released/ returned within 7 days from checkout.

#### **INTELLECTUAL PROPERTY RIGHTS & DATA PROTECTION**

8.1. The Guest acknowledges that all materials, equipment and tools, drawings, photographs, intellectual property rights, data and other information and/or rights supplied by the Agent to the Guest ("Agent Materials") and all rights in the Agent Materials are and shall remain the exclusive property of the Agent. All Agent Materials are the exclusive property of Agent and the Guest shall not use the Agent Materials for any purpose except the enjoyment and use of the Property.

8.2. The Agent is a data controller under the Data Protection Act 1998. The Guest hereby agrees to the Agent storing information relating to the Guest and any visitors in paper and electronic format. Such information is held for the purposes of managing the Property. For the avoidance of doubt the Agent will comply with its obligations under the relevant Data Protection legislation and accepts no responsibility for any loss or damage experienced by the Guest as a result of such compliance.

#### **CONFIDENTIALITY**

9.1 The Guest shall keep in strict confidence the Confidential Information and any other confidential information concerning the business of the Agent, its products and services which the Guest may obtain. The Guest shall only disclose such Confidential Information to those of its employees, agents, advisers, contractors and/or subcontractors who need to know it for the purpose of using the Property, and shall ensure that such employees, agents, advisers, contractors and/or subcontractors comply with the obligations set out in this Clause 8 as though they were a party to the Contract. The Guest may also disclose such of the Confidential Information of the Agent as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. The Guest shall not use the Confidential Information of the Agent for any purpose other than to perform its obligations under the Contract. This Clause 9 shall survive termination of the Contract.

#### **INDEMNITY**

10.1. The Guest shall keep the Landlord and/or the Agent indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Landlord and/or the Agent as a result of or in connection with any breach of these Conditions by the Guest or any visitors of the Guest to the Property. This Clause 10 shall survive termination of the Contract.



## TERMINATION

1.1. Without limiting its other rights or remedies, the Agent may terminate the Contract with immediate effect by giving written notice to the Guest if:

- the Guest commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 1 day after being notified in writing to do so;
- any of the provisions of Clause 5 are breached;
- the Guest takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- the Guest suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- the Guest's financial position deteriorates to such an extent that in the Agent's opinion the Guest's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- if the property is no longer available for any reason.

11.2. Without limiting its other rights or remedies, the Agent may suspend provision of the possession of the Property under the Contract or any other contract between the Guest and the Agent if the Guest becomes subject to any of the events listed in Clause 10.1, or the Agent reasonably believes that the Guest is about to become subject to any of them, or if the Guest fails to pay any amount due under this Contract on the due date for payment.

11.3. Without limiting its other rights or remedies, the Agent may terminate the Contract with immediate effect by giving written notice to the Guest if the Guest fails to pay any amount due under the Contract on the due date for payment.

11.4. The Guest may terminate the Contract at any time but giving written notice to the Agent but a full refund may not be applicable, see cancellation policy.

11.5. On termination of the Contract for any reason the Guest shall not be entitled to a refund of the price paid, unless expressly stated otherwise in these Conditions and the Guest shall immediately pay to the Agent all outstanding unpaid sums due to the Agent, including any interest.

11.6. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

11.7. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## LIMITATION OF LIABILITY

12.1. Nothing in these Conditions shall limit or exclude the Owner's and/or the Agent's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees,
- agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation; or
- any matter in respect of which it would be unlawful for the Agent to exclude or restrict liability.

12.2. Subject to Clause 11.1:

- the Owner and/or the Agent shall under no circumstances whatsoever be liable to the Guest and/or any visitor to the Property, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- the Owner's and/or the Agent's total liability to the Guest in respect of all other losses arising under or in connection with the Contract and/or any visitor to the Property, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price for the Contract actually received by the Agent from the Guest.



## **FORCE MAJEURE**

13.1 The Owner and Agent shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event.

## **NOTICES**

14.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service.

14.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 12.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **GENERAL**

15.1. The Agent may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.3. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.4. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- waive that or any other right or remedy; or
- prevent or restrict the further exercise of that or any other right or remedy.

15.5. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.6. No one other than a party to the Contract shall have any right to enforce any of its terms.

15.7. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England & Wales. Each party irrevocably agrees that the courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## **COMPLAINTS**

16.1. Should there be any cause for complaint during your stay in the Selected Property, you should notify Christchurch Bay Coastal Escapes promptly and describe the nature of the complaint. Christchurch Bay Coastal Escapes will use its reasonable endeavours to resolve any complaints on behalf of the Owner but, in accordance with condition 10.1, accepts no liability for its actions all of which are performed on behalf of the Owner who shall be solely liable.

16.2. Within the property there will be the telephone number or the owner/housekeeper of the Property, who you can contact in the event that you have a problem with the Property.

16.3. If the owner/housekeeper is unavailable, please contact Christchurch Bay Coastal Escapes direct.

16.4. If you wish to make a complaint after your Rental Period has ended, please do so to Christchurch Bay Coastal Escapes in writing within a reasonable period but note that compensation cannot be offered where a complaint has not been raised during your stay.