

Terms and Conditions – Sea Urchins Cottages – from 4 February 2021 onwards

General

This is a legally binding contract between the property owner/manager ("we"/"us") and the holidaymaker ("you").

The holidaymaker is the person who makes the online payment. You are responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. You must be aged 21 or over.

The property referred to is [tag:propertynameandaddress]

Bookings process

A booking deposit is payable within [tag:bookingdepositduedays] of the provisional booking being taken, unless the arrival date is within the next [tag:bookingbalancedueweeks] where payment must be made in full on the same day.

All bookings are provisional until the deposit has been paid and funds cleared through the banking system (where appropriate). The booking then becomes confirmed.

The balance of the rental charge, along with any breakage deposit, is payable not less than [tag:bookingbalancedueweeks] prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker.

Booking fee

All booking fees (where charged) are non-refundable.

Cancellation Policy

A full refund will be given for a cancellation for one of the following reasons:

1. Cancellation by us (see next section below)
2. Where the property is under Government restrictions which force us to close.
3. Where your home address is under local/regional restrictions which prevent you from travelling to us.

For all other reasons, a partial refund will be given when the holidaymaker cancels (e.g. illness (including COVID-19), work commitments, accident, transport issues, jury service, redundancy):

Cancellation received	Amount retained (of total rental cost)
More than 12 weeks before	10%
8-12 weeks before	20%
5-8 weeks before	50%
3-5 weeks before	75%
1-3 weeks before	90%
Less than 1 week before	100%

We will also use reasonable endeavours to get a replacement booking, and if successful, we will

make a further refund payment. For example if your booking was for £500, and you cancelled 5 days before, and we get a replacement booking for £450, we will then return £400 after we have deducted a £50 admin fee for our readvertising and admin costs. In all instances, the damage deposit (where already paid) will be returned.

We strongly recommend that you insure yourselves against covid-19 and any other reasons you may need to cancel or curtail your holiday with us. There are now a number of providers offering covid cover on top of their usual travel insurance. *If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur if you cancel.*

Cancellation by the Property Owner

We will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available due to Force Majeure, we will endeavour to find you suitable alternative accommodation at The Bay. If suitable alternative accommodation cannot be found, you will be given a full refund. We shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

Changes to dates/properties by the Holidaymaker

You may request a change to the booking date. If we agree, each change is subject to a £20 admin fee. Changes to the number of guests/dogs may be made for no additional fee, as long as the changes still meet the max. occupancy rules.

Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

We reserve the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required. We also reserve the right to arrange for tradesmen to visit the property if an issue has been highlighted by guests, at a mutually convenient time.

We reserve the right to refuse entry to anyone, who in our opinion is not suitable to or capable of taking charge of the property.

We reserve the right to ask you and your party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by us to be unreasonable.

Number of Guests

The maximum number of people entitled to stay at this property is [tag:propertysleeps] and furthermore, only those people named on the booking form or reported to us in other correspondence are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and you and your party will be asked to leave without any refund. Sub-letting or transferring the booking to others is strictly prohibited.

Dogs

Dogs (aged 6 months or older) are allowed and are subject to our agreement. They must be house trained and the number and type must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place, and you may be asked to leave.

Dogs must not be left alone in the property unless you have asked permission beforehand. Dog owners must ensure that their pets are free from parasites and fleas before entering the property. Dogs must be kept off furniture and beds. Any fouling of lawns etc must be cleared up immediately.

You shall be liable for all damage caused by your dogs. A charge may be made for any additional cleaning required. We cannot be held responsible for any accident or injury to a pet during their stay.

Arrival and Departure Time

Every effort will be made to have the property available from [tag:arrivaltime] on the day of arrival. The property must be vacated by [tag:departuretime] on the day of departure. In some properties, early arrival and late departure are possible, for an additional fee (please ask if interested). Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

Liability

We take no responsibility for your personal possessions or those of your party. Vehicles and possessions are left entirely at your risk.

Any accidents that occur outside the property or around the Bay should be reported to The Bay (Aria Resorts).

Children must be supervised at all times.

We have no control over the amenities provided at The Bay, especially during covid-restrictions (swimming pool, fitness suite, public house, cafe, playground, paid activities, or free entertainment) which are the responsibility of The Bay Management company. No compensation will be paid if any of these are not available during your stay.

We also have no control over third party providers (gas, electricity, water, TV signal, Wi-fi service), and no compensation will be paid if any of these are not available for short spells during your stay. We will however make a discretionary payment or arrange alternative accommodation where guests are significantly affected by issues with heating, hot water and power.

Smoking & vaping

No smoking or vaping is allowed inside the property. If you wish to smoke/vape outside, please ensure you remove all evidence of this prior to departure. We will retain part/all of your breakage deposit if we find evidence of these strict rules being disregarded, and reserve the right to charge for cancelled breaks and deep cleaning if the property is found to be unsuitable for incoming guests.

Charging of Electric Vehicles

We do not have a dedicated EV charging point, nor do we have a power socket, either indoors or outdoors, that is suitably rated, protected and certified as safe for use for charging an EV, or for plugging in a lead that is routed outdoors. Therefore please DO NOT attempt to charge your vehicle at the property.

We are happy to direct guests to the nearest available public charging points and can provide this information in advance of arrival on request.

Lost property

Items left at the property at the end of the stay should be reported immediately. If found, the holidaymaker should make the necessary arrangements for items to be collected or posted on. An admin payment of up to £10 on top of costs may be added.

Cleaning

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property require additional cleaning above that expected after a stay.

Breakages

You should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to us prior to departure. We retain the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in our opinion) will not be charged for but should still be reported.

Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong.

In these circumstances, it is your responsibility to make any such problem known to us immediately it becomes apparent, thereby giving us (or our cleaners) the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

We will make every endeavour to rectify any identified problems as soon as is reasonably possible.

Return of Breakage Deposit

Your breakage deposit, minus any deductions, will be returned to you within [tag:breakagedepositdueweeks] of the departure.