

Holiday Lettings Terms & Conditions

tregenna

Tregenna Castle Resort St Ives Cornwall TR26 2DE

These terms and conditions form a legally binding document between you and the owner for your holiday. They should be read and understood before booking your holiday. In particular you should read and understand **clause 17 Liability**.

1. Definitions and Interpretation

1.1 The following definitions and interpretations apply in these terms:

Agent: Tregenna Castle Hotel Limited (company number 02675532) whose registered address is at Victoria Chambers 100 Boldmere Road Sutton Coldfield West Midlands B73 5UD;

Booking Confirmation: confirmation issued by the Agent confirming the details of the Tenant's holiday including confirmation of the Holiday Home and Holiday Period;

Commencement Date: the first day of the Holiday Period;

Departure Date: the last day of the Holiday Period;

Deposit: a non refundable deposit of 25% of the Fee;

Facilities: gym, sauna, steam room, jacuzzi, indoor swimming pool, outdoor swimming pool (seasonal only), tennis courts, badminton court, croquet, squash court and children's play area;

Fee: the total fee payable for the Holiday including the Deposit;

Holiday: the Tenant's holiday at the Holiday Home for the Holiday Period;

Holiday Home: the Holiday Home as detailed in the Booking Confirmation including the parking space, fixtures, fittings, furniture, contents and appliances;

Holiday Period: the period from 4 pm on the Commencement Date until 10 am on the Departure Date;

Owner: the owner of the Holiday Home;

Parties: the Owner and the Tenant;

Resort: Tregenna Castle Resort St Ives Cornwall TR26 2DE;

Security Deposit: a signed cheque payable to the Agent for £250.00 or debit/credit card pre- authorisation prior to stay;

Tenant: the person booking the holiday and shall include all persons within the Tenant's party as detailed in the Booking Confirmation;

Terms: these terms and conditions between the Tenant and the Owner;

Website: www.tregenna-castle.co.uk.

1.2 Where the Tenant comprises of two or more persons, any obligation on that party in or arising under these Terms is undertaken by or binding upon such two or more persons jointly and severally.

Holiday Lettings Terms & Conditions

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Tregenna Castle Resort St Ives Cornwall TR26 2DE

2. The Terms

2.1 The Agent acts as agent for owners of the holiday homes on the Resort. The Tenant by booking the Holiday Home through the Agent enters into a contract with the Owner and not the Agent. The contract between the Tenant and Owner is comprised of these Terms.

2.2 A licence under these Terms is granted by the Owner to the Tenant for the purposes of holiday accommodation, as defined in schedule 1, paragraph 9 of the Housing Act 1988 and is not intended to create a relationship of Landlord and Tenant between the Owner and Tenant. The Tenant shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Holiday Period ends. If the Tenant or any member of the Tenant's party fails to vacate the Holiday Home at the end of the Holiday Period the Owner shall be entitled, apart from other remedies, to charge the Tenant a fee proportionate to the Holiday for the continued period of occupation.

3. Accessibility

Due to the unique nature of the Resort it is not possible to guarantee that the Holiday Home and the Resort are suitable for disabled access. If the Tenant is in any doubt as to the suitability of the Holiday Home they are strongly recommended to contact the Agent at the earliest possible opportunity before booking the Holiday.

4. Pets

4.1 No animal, bird or reptile is permitted in the Holiday Home except for assistance dogs.

4.2 Tenants are advised that even though the Holiday Home does not accept pets it cannot be guaranteed that the Holiday Home has not had animals in it in the past.

5. Right to Occupy and Party Size

5.1 The Owner permits the Tenant and the Tenant's party (but no more than the number of people stated in the Booking Confirmation) to occupy the Holiday Home for the Holiday Period.

5.2 The Tenant must certify when completing or confirming the booking that they are over 18 years of age. The Tenant must be a member of the occupying party and be authorised to agree to the Terms on behalf of all party members. The Tenant agrees to take responsibility for all members of the party including any payments, default or change in personal circumstances. The Owner reserves the right to terminate these Terms without prior notice should the Tenant be in breach of any requirement as stated in this clause 5.2.

5.3 The use of the Holiday Home for the purposes of a hen/stag party is not permitted unless otherwise agreed by the Owner and the Agent prior to booking of the Holiday.

5.4 The Tenant's right to occupy the Holiday Home may be forfeited without compensation or an additional charge made if the Tenant allows more guests to occupy the Holiday Home than stated on the Booking Confirmation form, or should any overnight guests be entertained without the Owner's express permission.

6. Commencement Date and Departure Date

6.1 The Holiday Home is available for occupation no earlier than 4.00 p.m. on the Commencement Date and must be vacated by 10.00 a.m. at the latest on the Departure Date.

6.2 The Tenant is able to use the Facilities on the Commencement Date and Departure Date.

6.3 The Tenant shall be responsible for additional costs and charges incurred by both the Owner and Agent if the Tenant fails to vacate the Holiday Home by 10.00 a.m. on the Departure Date.

Holiday Lettings Terms & Conditions

tregenna

Tregenna Castle Resort St Ives Cornwall TR26 2DE

7. Booking and Payments

7.1 A booking is only accepted when the Agent is supplied with all required booking details, the Security Deposit and the Booking Confirmation has been issued to the Tenant. Bookings can be made via the Website or by telephone.

7.2 All bookings must be accompanied by the Deposit and fee for extras (where applicable) or, if the booking is made less than 6 weeks before the Commencement Date, the Fee together with the fees for extras (where applicable). The Agent will then confirm the booking in writing, whereupon (if the Fee has not already been paid) the Tenant is liable for the Fee, which must be paid at least 6 weeks before the Commencement Date without further demand. If the Fee is not received by the Agent 6 weeks prior to the Commencement Date the Deposit will be forfeited and the Holiday Home will be re-let.

7.3 If the Tenant varies the terms of the booking after the Deposit has been paid and the Booking Confirmation has been issued the Agent reserves the right to make a reasonable additional charge in respect of any added administrative work required as a result of the variation to the booking.

8. Cancellation

When a Deposit has been paid and the Booking Confirmation issued the Tenant is liable to pay the Fee. The Deposit and any extras paid are not refundable.

9. Holiday Home Description and Facilities

9.1 The Agent works closely with the Owner to ensure that the Holiday Home is fairly and accurately described. Occasionally an Owner will make changes to the set-up of the Holiday Home after publication of the Agent's promotional material for which the Agent cannot be held responsible. Where these changes materially alter the nature of a booking the Agent will contact the Tenant in writing informing the Tenant of the nature of the changes.

9.2 Where facilities such as internet access are offered, this is an indication that such services are available however no guarantees are made over the speed and quality of the service.

9.3 The Tenant is permitted to use the Facilities for the Holiday Period free of charge subject to the following:

9.3.1 the Agent does not accept liability for any accidents resulting from the misuse of any equipment at the Facilities;

9.3.2 the Agent reserves the right to close the Facilities at any time should they deem it necessary, having provided as much notice as possible to the Tenant. No refunds will be available in such circumstances; and

9.3.3 the Agent offers the use of the Facilities on a first come first served basis and no refunds will be given where the Facilities are busy, fully booked or where there are long waiting times due to high volumes of use.

9.4 The Facilities do not include the spa treatments, Castle Kids or use of the golf course. These can be used at an additional cost to the Tenant. There is no guarantee that more than 1 restaurant will be open on the Resort.

Holiday Lettings Terms & Conditions

tregenna

Tregenna Castle Resort St Ives Cornwall TR26 2DE

10. The Tenant's Obligations

10.1 The Tenant must:

10.1.1 allow the Owner, Agent or their authorised representatives to enter the Holiday Home to inspect the state of it and to carry out any necessary works of maintenance or repair, at all reasonable times upon 24 hours prior notice or in an emergency at any time without notice, causing as little inconvenience to the Tenant as is reasonably practicable and make good any damage caused to the Holiday Home and to the Tenant's property;

10.1.2 keep the Holiday Home in the same state of repair and condition as at the Commencement Date. All damage, breakages or equipment failure in the Holiday Home must be reported to the Agent as soon as is reasonably practicable. The Agent will make reasonable endeavours to repair the damage as soon as is practicable, however there is no guarantee that the repairs will be effected during the Holiday Period. Should any damage to the Holiday Home be caused by any act or omission of the Tenant then the Tenant shall be liable for the cost of replacement or repair of any such item. The Tenant agrees to notify the Agent of any such damage as soon as is reasonably practicable and the Agent shall notify the Tenant of the cost of any such replacement or repair within 7 days of the Departure Date;

10.1.3 not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner, Agent or anyone else staying at the Resort;

10.1.4 not do or permit any acts that would make any insurance policy for the Holiday Home void or voidable or increase the premium;

10.1.5 be responsible for placing any rubbish in the correct bags and location for collection as per the Holiday Home's waste collection instructions. The Agent reserves the right to pass on any charges resulting from incorrect disposal of rubbish; and

10.1.6 not smoke in any part of the Holiday Home or hotel. If the Tenant smokes in the Holiday Home the Tenant will be liable to pay an additional cleaning charge of £150.00.

10.2 The Owner or the Owner's nominated representative reserves the right to repossess the Holiday Home if any of the requirements as stated in clauses 10.1.1 to 10.1.6 inclusive are breached. The Owner further reserves the right to repossess the Holiday Home if excessive damage is caused by the Tenant or by a member of the Tenant's party.

10.3 If there is a dispute between the parties and the Tenant is found at fault then the Tenant shall be responsible for meeting the Owner's and Agent's reasonable costs (and if applicable legal fees).

10.4 If the Tenant requires additional keys the Tenant should request the same from the Agent. The Agent reserves the right to charge a £10 deposit for any additional key.

10.5 The Agent reserves the right to charge a callout fee of £20.00 per hour either if the Tenant wishes the Agent to attend the Holiday Home outside of normal working hours or the keys to the Holiday Home have been mislaid and the Tenant requires access. This hourly charge does not include the replacement of any lost keys.

Holiday Lettings Terms & Conditions

tregenna

Tregenna Castle Resort St Ives Cornwall TR26 2DE

11. Security Deposits and Pre Authorisation Deposits

11.1 The Agent shall obtain from the Tenant the Security Deposit. The Agent shall request the Security Deposit 6 weeks prior to the start of the Holiday Period. If the Tenant makes a booking less than 6 weeks before the start of the Holiday Period the Agent will request the Security Deposit at the time of the booking. A booking will not be accepted without the Security Deposit being provided.

11.2 The Tenant agrees that the Agent shall be entitled to bank the Security Deposit and to use the funds to rectify any damage caused by the Tenant. The Tenant is liable for the full cost of any damage caused to or within a Holiday Home during the Holiday Period and any other time when the Tenant is in occupation of the Holiday Home. The Agent will refund any difference between the actual costs incurred due to the Tenant's damage of the Holiday Home and the actual costs incurred in rectifying the damage. The Tenant accepts that if the Security Deposit is insufficient to meet the costs of any repairs/replacements caused by the Tenant then the Tenant shall be liable to pay the Agent or Owner (as applicable) additional monies to cover the full cost of any repair/replacement.

11.3 Should any damage caused by an act or omission of the Tenant result in a cancellation of a future booking then the Tenant shall be held liable for losses incurred by the Agent and Owner due to any cancelled future bookings.

11.4 The Agent shall be entitled to hold the Security Deposit until such time (usually 7 days after expiry of the Holiday Period) as the Agent and Owner have inspected the Holiday Home. The Agent shall shred the Security Deposit if there is no damage caused to the Holiday Home.

11.5 Should the Tenant wish to charge Resort extras such as food and drink to the Holiday Home then a pre-authorisation of a credit or debit card will be required at check in. A pre-authorisation is a temporary hold of a specific amount of the available balance on a credit or debit card. The pre-authorisation is not a charge and no funds have been debited from the Tenant's account. The amount that the Agent pre-authorises will depend on the Holiday Period. When the Tenant gives the Agent a credit/debit card, the pre-authorisation guarantees to the Agent that the funds are available to pay for any charges incurred. The pre-authorisation gets released dependent on the Tenant's individual credit/debit card. Upon the Tenant check out extras will be charged to the Tenant's card, this will appear on the Tenant's credit card statement within 3 working days. However if the Tenant chooses to pay the balance with another credit card or choose cash, the Agent will cancel the pre-authorisation and this can take up to 15 days to clear in the Tenant's account. The Agent is NOT charging the Tenant's credit card. A pre-authorisation is a security guarantee for payment only. The pre-authorisation fund is not held by the Agent, it is held by the Tenant's own issuing bank. A pre-authorisation can be held on the Tenant's card for a minimum of 10 to 15 working days. Pre-authorisation should be released by the Tenant's issuing bank automatically, if not the Tenant will need to contact their own issuing bank.

12. Holiday Insurance

Once the Booking Confirmation has been issued the Tenant becomes liable to the Owner for the Deposit and Fee. The Tenant is strongly recommended to secure holiday insurance.

13. Complaints

If the Tenant has a complaint in respect of the Holiday Home then this must be reported to the Agent within 24 hours of the Commencement Date or the issue arising to ensure sufficient time is allowed to investigate and/or take the necessary remedial action. No compensation will be offered to a Tenant by the Agent or Owner should the Tenant deny the Owner or Agent the opportunity to rectify the issue during the Holiday Period.

Holiday Lettings Terms & Conditions

tregenna

Tregenna Castle Resort St Ives Cornwall TR26 2DE

14. Works

14.1 Neither the Owner nor the Agent accepts responsibility for work taking place outside the boundary of the Holiday Home, or for noise or nuisance resulting from third party activity over which the Owner or the Agent has no control.

14.2 The Agent may need to carry out improvements and maintenance to the Resort including the hotel and the Facilities during the Holiday Period. The Agent will use responsible endeavours to minimise any inconvenience to the Tenant.

15. Holiday Home Unavailable Before Holiday Period

If the Holiday Home becomes unavailable for reasons beyond the control of the Agent or Owner, the Agent will make every effort to find a suitable alternative property for the Holiday Period, but otherwise the Fee and any other sums paid by the Tenant will be refunded. The Tenant will have no further claim against the Owner or the Agent.

16. Early Termination by the Owner

These Terms may be cancelled before the end of the Holiday Period by the Owner giving the Tenant notice only if the Tenant is in material breach of the Terms or by reason of fire or some other catastrophic event of a type covered in an insurance policy. In the case of cancellation other than by reason of the Tenant's default the Owner shall return to the Tenant the appropriate proportion of the Fee attributable to the unexpired Holiday Period.

17. Liability

17.1 The Tenant must take all necessary steps to safeguard personal property. No liability is accepted by the Owner or by the Agent in respect of damage to, or loss of, such personal property except where the damage or loss is caused by any act of negligence or breach of statutory duty by the Owner or by the Agent or that of any of their employees (providing they were at any time acting in the course of their employment).

17.2 The Agent acts only as an agent for the Owner, as such the Agent cannot accept any liability for any act of negligence or breach of statutory duty by the Owner or anyone representing, or employed by, the Owner.

17.3 Every effort is made to ensure all items of equipment described and supplied by the Owner are in good working order. However no guarantee is given or liability accepted if breakdowns occur before or during the Holiday Period. Whilst the Agent and/or Owner will endeavour to organise repairs or replacements as quickly as possible, delays may occur.

17.4 Subject to clause 17.5 and 17.6, the Owner is only responsible to the Tenant for loss or damage suffered by the Tenant that is a foreseeable result of the Owner breaking these Terms or the failure to use reasonable skill and care. The Owner is not responsible to the Tenant for any loss or damage that was not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if the Parties knew it might happen at the time the booking was made.

17.5 Nothing in these Terms affects liability for death or personal injury caused by the Owner's negligence or for fraudulent misrepresentation, or the Tenant's statutory rights as a consumer.

17.6 If the Owner is found liable to the Tenant on any basis, the maximum amount the Owner will have to pay to the Tenant is 110% of the Fee.

Holiday Lettings Terms & Conditions

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Tregenna Castle Resort St Ives Cornwall TR26 2DE

18. Owners Obligations During the Holiday Period

18.1 Subject to clauses 5.2 and 5.4 the Owner agrees that the Tenant may quietly occupy and enjoy the Holiday Home during the Holiday Period without any interruption from the Owner or any persons on behalf of the Owner.

18.2 The Owner shall provide:

18.2.1 a kitchen starter pack of: 2 x tea towel, 1 x oven cloth, 1 x all-purpose wipe, 1 x sponge, 4 x dishwasher tablets. 6 x tea enveloped, 6 x coffee sticks, 6 x de caffeinated coffee sticks, 6 x brown sugar sticks, 6 x white sugar sticks, 6 x milk portions. Additional requests will be charged to the Tenant;

18.2.2 1 x set of towels (premium bath towel, premium hand towel) for each person in the Tenant's party; and

18.2.3 a bathroom starter pack of: 2 x toilet roll, 2 x soap, 1 x premium bath mat towel. Additional requests will be charged to the Tenant.

18.3. Beach towels are not provided.

19. Data Protection

19.1 The Agent and the Owner will only use any personal information provided by the Tenant for the purposes of making available and managing the Holiday Home and to inform the Tenant of the availability of similar services. The Agent and Owner will only use any personal information provided by the Tenant if the Tenant has provided its consent to the same on the booking form.

19.2 The Tenant can correct any information or ask for information about him to be deleted, by giving written notice to the Agent, at the Resort address or e-mail address shown in the Booking Confirmation or on the Website.

20. Third Party Rights

20.1 Subject to clause 20.1, a person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

20.2 The Parties agree that the Agent shall be entitled to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.

21. Applicable Law and Jurisdiction

These Terms shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.

22. Severance

22.1 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.