



www.looneydunes.co.uk

Booking Terms and Conditions for Looney Dunes, 2 Peter James Close, Camber, TN31 7XS.

Your contract is with Mr Christopher P Barrett & Mrs Jenny S Barrett and these Booking Conditions are for the property known as LOONEY DUNES.

References to “you” or “hirer” are references to the person making the booking and all members of the holiday party.

These Booking Conditions and rental terms form the basis of your contract with us so please read them carefully. Nothing in these Conditions affects your normal statutory rights.

COVID CLAUSE: We would like to draw your attention to this important clause in your booking agreement that should be read in conjunction with the Terms and Conditions set out below. As a result of the ongoing Covid-19 guidance, if you choose to or are required to self-isolate (for example through Test and Trace) in Looney Dunes for a period in excess of your booking, we will charge you a fee of £1,500.00 per week for each full week or part thereof to cover the costs of the lost revenue from the bookings made by future guests that we will be required to cancel. This payment must be made by bank transfer on the first day of each week that guests remain at the property. Any further extension of stay will incur extra fees at the same rate. You also agree that you will not hold us responsible for any cancellation or postponement of your booking in these exceptional times. Should future Government guidance or policy relating to UK travel be altered and the property be forced to close temporarily, we will refund 100% of your fees and deposits if the cancellation is made prior to arrival.

1. Making your booking

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the Initial Deposit has been received and accepted by us, we will issue you with our written confirmation by email. The contract between us will only be formed when we email you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

2. Paying for your booking

The Initial Deposit (fifty percent) must be received at least eight weeks prior to the Arrival Date and you are required to send to us your payment for the Balance of the Rental (fifty percent) and the Damage Deposit (three hundred GBP) at least four weeks prior to the Arrival Date as set out in our written confirmation. If you fail to make a payment due to us in full and on time your booking dates may be automatically re-released and your booking assumed cancelled by you. Please note the full amount is payable if booked within eight weeks of the Arrival Date.

3. If you cancel or amend your booking

If you need to cancel or amend your booking at any stage you must telephone or email us using the information on your booking form as soon as possible. A written confirmation (email) must also be sent. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking more than eight weeks before the start date of the booking you will be refunded in full. If you cancel your booking less than eight weeks but more than four weeks prior to the Arrival Date, the owners will retain the Initial Deposit. If you cancel within four weeks of the Arrival Date, the owners will retain the full amount of the booking less the Damage Deposit unless a new booking is secured.

Please note the wording of section 18 - Cancellation and Insurance - in the Booking Contract. This section applies at all times.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking but sometimes problems occur and we do have to make alterations or very occasionally cancel bookings.

If this does happen we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and if it is necessary to cancel your booking we will refund all monies you have paid us.

5. Arrival and Departure

You can arrive at the property after 4.00pm on the Arrival Date of your holiday and you should vacate by 11.00am on the Departure Date.

6. Your obligations

You agree to comply with the terms and conditions for renting Looney Dunes as detailed below and any other regulations reasonably made from time to time and ensure that they are observed by all members of your party.

You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property.

You cannot allow more people to stay in the Property than expressly authorized nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless it has been arranged in advance and it is shown on your confirmation. If

you do so we can refuse to hand over the Property to you or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

7. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. However if you do have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straight away. In particular complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence. If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

8. Our liability

Please note we hold full insurance for the purposes of using LOONEY DUNES, 2 Peter James Close, Camber as a holiday letting with Schofields Ltd - Policy Number: 186147.

9. Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

Terms and Conditions for Renting Looney Dunes

Reservations and bookings of this property are accepted subject to these Terms and Conditions of Renting.

1. Contract.

The Contract of Hire shall be between the Hirer and the Property owners. By signing the online booking form you agree that you are over twenty-one years of age and that you accept full responsibility for all payments due and for the consequences and actions of all persons who will use the property during your holiday. The Hirer shall have the right to occupy and use Looney Dunes together with its gardens for the agreed period. Please bear in mind that you are responsible for your child/ren's safety whilst at the property.

2. Rental. Bookings for persons or groups predominantly under twenty-one years of age will not be accepted (except families).

3. Provisional Bookings. Upon receipt of your enquiry by email or telephone, Looney Dunes can be provisionally booked and will be so indicated on the 'availability' page. This will be held for a period of three days only. If no booking form and deposit is received within this period, then the provisional booking will be cancelled.

4. Payment. Bookings made within eight weeks of your holiday date must be paid for in full and in advance of occupation of the property. For a booking made more than eight weeks before your holiday starts the owner requires a deposit of fifty percent.

5. Balance. Upon payment of the deposit and subject to acceptance of the booking, the applicant becomes liable for the balance of the rent four weeks before the period of letting and includes the additional 'breakage deposit' (see below). If the balance is not received on time, the owner reserves the right to cancel your booking and retain the rental deposit.

6. **Damage / Extra Cleaning.** All bookings are accepted on the condition that the property is left in the same state of repair, order and cleanliness both inside and outside as at the start of the holiday, and that the person who made the booking will pay for breakages and/or damage and extra cleaning if so required. The rent includes the cost of a routine clean at the end of the letting, should an additional in-depth clean be necessary due to misuse of the property (such as action contrary to the Terms and Conditions of Renting) the hirer will be liable. Major breakages should be reported to the owners immediately and minor damage should be noted at the termination of the week.

7. **Sleeping Capacity.** The maximum number of people staying in the property is six (plus one baby), additional persons cannot be accommodated.

8. **Availability.** The Hiring Contract is made on the understanding that the property and its facilities are available. In the unlikely event that the property is not available through events beyond the control of the owner then they may be forced to cancel the booking. The Hirer will be advised of any such circumstances as early as possible and will be refunded all monies paid in full with the Hirer having no further claim against the owner.

9. **Occupation times.** Tenancies commence after 4.00 pm (unless otherwise agreed) on the commencement date of the tenancy and terminate at 10.00 am on the leaving date (unless otherwise agreed). This is to ensure that the house can be properly cleaned and prepared for future guests.

10. **Breakage/Security Deposit.** There is a breakage/cleaning deposit of £300 required that will be returned in part or full following the end of the hire period and inspection by the owners' agents. This is payable four weeks prior to the letting. Please allow up to 5 working days for return of security deposit.

11. **Access.** The Property Owner or his representatives shall be allowed access to Looney Dunes at any reasonable time during any holiday occupancy. Should a maintenance issue arise the property owner or his/her representative will advise guests of a time when essential repairs will be made.

12. **Included in the Let.** All bed linen (sheets, pillow cases, duvet covers), towels, bath mats, a travel cot + mattress, high chair and two stair gates are provided. The travel cot is for children under two only. Outside there is a BBQ, an outdoors dining table plus 6 chairs and various games.

Hirers should note that the bicycles provided are used at their own risk. Before use hirers are responsible to inspect the bicycles for safety and also to use a cycle helmet, which they should bring with them. The owners are not responsible for any injuries or damages caused whilst hirers use the bicycles. Hirers are advised to seek their own insurance.

Bicycles and beach equipment provided should be replaced in the garden shed in the same condition that they are provided to the hirer.

Electricity (hot water, heating and light) is included in the rental charge.

13. Smoking. Smoking is not allowed at Looney Dunes. If this condition is breached, the owner will hold the hirer responsible and reserves the right to retain the £300 cleaning deposit and deduct any professional cleaning costs incurred.

14. Pets. Dogs are welcome, but please do not allow them on the beds. Additional laundering costs if necessary will be deducted from the damages deposit. Throws are provided to protect the downstairs soft furnishings and can be found in the under stairs cupboard, or please provide your own if preferred.

Dogs should not be left alone in the cottage, other than for short periods unless crated. Owners will already know that dogs can become distressed if left in strange surroundings and may cause damage. Where it is found that damage has occurred the owners will hold the hirer responsible and reserves the right to retain a portion of the security deposit of £300 for any additional cleaning/damage costs incurred.

Should any dog fouling be left on any part of Looney Dunes or grounds then the security deposit will also have a deduction made. This strict condition for allowing dogs is made in the interests of future hirers and their well being. Not all our guests are dog owners and many have small children.

15. Security. For the period of the holiday hire the hirer is responsible for the day to day locking of Looney Dunes and its garden. Please note that lost keys or keys not returned at the end of the hire period will be charged for in full.

16. Car and Personal Belongings. Please note we cannot accept responsibility for baggage and personal belongings, damage to any vehicle, its contents and other personal belongings.

17. Caring for your Safety. Every reasonable effort has been made to mitigate possible safety hazards in the property. However, it is guests' responsibility (particularly parents with young children) to inspect the property and grounds immediately on arrival and note any possible hazards. Check the layout of your holiday property so that in an emergency you can get out quickly and easily. Looney Dunes' upper windows have the facility to be locked should the hirer wishes to do so. A key is provided. Emergency window keys are to be found on the reverse of larder door.

18. Cancellation and Insurance. If the hirer wishes to cancel the booking for any reason within eight weeks of the start of the holiday they should advise the owner immediately by telephone or e-mail. Upon receipt of such correspondence the owners shall be entitled under any circumstances to retain all payments already made less the Breakage Deposit.

At the owners discretion, an attempt may be made to secure a new hirer for the cancelled dates. If successful, again at the owners discretion, the amount paid by the person cancelling will be returned. Please note the re-booking may have to be at a lower fee or for a shorter period in which case only those monies will be returned.

The owners also advise guests to arrange cancellation insurance with the insurer of their choice. The insurance policy should also cover the eventuality of adverse weather conditions affecting take up of their booking. In the eventuality of adverse weather and guests being unable to complete their booking, refunds will not be made.

19. The owner reserves the right to refuse any booking.

20. The owner reserves the right to terminate this Agreement and ask you and your guests to leave immediately if this is deemed necessary as a result of your behaviour or that of your guests or any other material breach by you of the terms of this agreement. Guests are asked to give consideration to neighbours and not to cause nuisance or annoyance.

21. If you have any cause of complaint during your holiday at Looney Dunes please notify the owner who will make all reasonable efforts to assist and resolve the issue. The owner will not normally make any refund or recompense in respect of a complaint made after departure, if the complaint was not made known to the owner during the holiday rental period. Note the owners cannot be held liable for any act or circumstances beyond their control.

22. Data protection and Privacy. Information provided on Booking Forms will remain confidential and will not be disclosed to a third party or used for any other purpose.

23. The owners of Looney Dunes reserve the right to amend or add to these terms and conditions at any time. These will be notified to hirers in advance of the holiday period.