

Five Sunnyside - Booking Terms & Conditions

In these terms and conditions “you” or “your” means the person named in the booking confirmation. “We” or “us” means the owners of Five Sunnyside, Bideford, Devon EX39 4EG

1. Your booking

1.1. We reserve the right to accept or decline bookings entirely at our discretion.

1.2. Your contract with us will begin when we issue you with your booking confirmation and will be based on the terms and conditions set out in this document.

1.3. We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We'll let you know how long we can provisionally hold your booking for when you contact us. If you don't confirm your booking by that time, the accommodation will be released for general sale.

1.4. All bookings are confirmed when we issue you with your booking confirmation. Your booking confirmation will detail the dates of your booking, the total amount payable for your booking and the dates on which payments are due. We'll issue you with your booking confirmation by email or, if requested, by post.

1.5. You, as the person making the booking, will be responsible for all members of your party. You must be at least 18 years old at the time of booking.

1.6. Children under the age of 18 must be accompanied by an adult.

1.7. We can only discuss your bookings (including any changes) with you – we can't discuss your booking with another member of your party, unless you give express consent in writing for us to do so.

2. Paying for your Booking

2.1. For bookings (i) made 8 weeks or more in advance or (ii) of over £100, you must pay us half of the total amount payable for your booking at the time of booking. We must then receive the balance by the date set out in your booking confirmation (which will generally be 8 weeks before the start of your stay).

2.2. For bookings (i) made less than 8 weeks in advance or (ii) of £100 or less, you must pay us the total amount payable for your booking at the time of booking.

2.3. If you don't make any payment by the date it is due, we'll remind you by post, email or telephone. If you fail to make the relevant payment within 14 days of the due date, we'll assume you want to cancel your booking. If this happens, your booking will

immediately be cancelled and the cancellation charges set out in Section 4.3 (“If you want to cancel your booking”) will apply.

2.4. We will only accept payment by cheque where the cheque is drawn from a bank based in the United Kingdom; this is because of the additional costs and processing time for cheques outside this area.

4. If you want to cancel your booking

4.1. Your contract with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not have a statutory right to change your mind and cancel the contract. We do, however, offer you the right to cancel your contract subject to the provisions of this Section 4.

4.2. If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible and, in any event, prior to the first day of your booking. Your booking will be cancelled with effect from the day we receive your email or written notification and will be subject to the cancellation charges set out in Section 4.3 below.

4.3. Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and the start of your booking. Our cancellation charges are set out below:

No. of days prior to booking start date	Cancellation charge
More than 180 days	administration fee of £25
180 – 57 days	33% of the total booking charge
56 – 29 days	50% of the total booking charge
28 – 9 days	75% of the total booking charge
8 days or less prior to holiday start date or at any point after holiday start date	100% of the total booking charge

4.4. If you cancel your booking after the booking start date, we will not issue you any refund for any remaining nights of your booking. To clarify, this includes when you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. We strongly recommend you take out holiday insurance to compensate you in these circumstances.

5. If you want to change your booking

5.1. If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible.

5.2. Whilst we'll do our best to accommodate you, we can't guarantee that we'll be able to meet any request for changes. Please note that it's not possible for us to change bookings less than 30 days prior to the start of your holiday. Any reduction in the number of nights will be treated as a partial cancellation and cancellation charges calculated in accordance with clause 4.3 may apply.

5.3. If we do change your booking, you must pay us an administration fee of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional costs due as a result of the change – we'll confirm the amount of any additional costs due at the time we change your booking. If the costs are lower as a result of the change, we'll refund you the difference at the time we change your booking, after deducting the administration fee referred to above and, if applicable, any cancellation charges.

6. If we need to change or cancel your booking

6.1. We don't expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking:

6.1.1. if necessary to perform or complete essential remedial or refurbishment works; or

6.1.2. for other reasons unforeseen at the time you made your booking which are beyond our reasonable control. This may include occasions where Five Sunnyside becomes inaccessible due to a Meteorological Office Severe Weather Warning or other severe weather event.

6.2. If we do need to change or cancel your booking for the reason set out in Section 6.1.1 we will do our best to offer you a suitable alternative booking. If we're not able to offer you a suitable alternative, or if you don't accept the alternative we offer, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking.

6.3. If we do need to change or cancel your booking in line with Section 6.1.1, we'll only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

6.4. If we do need to change or cancel your booking in line with Section 6.1.2 because it becomes impossible to deliver the booking due to unforeseen events beyond our reasonable control, we'll do our best to offer you a suitable alternative booking for either the same dates or alternative dates. If you don't accept the alternative we offer, the booking will be deemed cancelled and no refund of any amounts paid will be offered.

6.5. It is a condition of your booking that you obtain appropriate travel insurance for all members of your group. This should ideally cover illness, cancellation and injuries during your stay.

7. Special requests

7.1. Special requests must be requested at the time of booking. Whilst we'll do our best to accommodate you, we can't guarantee that we'll be able to meet any request.

8. Visitor standards and behaviour

8.1. You'll be provided with a welcome folder at Five Sunnyside that contains important information about your stay with us. Please ensure that you and your party read the welcome folder carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of Five Sunnyside and the location of the fire exits.

8.2. You must only use Five Sunnyside for the purposes of your holiday. You must not use Five Sunnyside for any other purpose, including for any business purposes, without our prior written consent.

8.3. You must keep Five Sunnyside and its contents clean and tidy and leave them in the same condition as when you arrived.

8.4. You mustn't use Five Sunnyside, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.

8.5. Smoking is not permitted in any part of Five Sunnyside. You and your party must not smoke inside Five Sunnyside. You and your party must not use candles, fireworks or Chinese lanterns at Five Sunnyside. You and your party must not use a barbecue or fire pit at Five Sunnyside.

8.6 Dogs are only permitted at Five Sunnyside by prior arrangement at the time of booking.

8.7. Please note that if you do not comply with the standards and behaviours set out in this Section 8 we may need to exercise our rights under Section 13 ("Our right to evict").

9. Maximum occupancy for Five Sunnyside

9.1. You must ensure that the maximum number of persons occupying Five Sunnyside does not exceed the maximum occupancy limits set out in our brochure and on our website. You must not bring additional camp beds to Five Sunnyside or allow tents, caravans or campervans at Five Sunnyside. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.

9.2. We set maximum occupancy limits in line with the facilities, space and equipment available at Five Sunnyside in order to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the

premises (without any compensation or refund) if you exceed the maximum occupancy limits as described in this Section 9.

10. Damage to Five Sunnyside or its contents

10.1. If you discover that anything is missing or damaged on arrival at Five Sunnyside you must notify us immediately on 07579 038322. If you don't notify us, we'll assume that you caused the relevant damage or loss.

10.2. You will be responsible for the cost of any damage to Five Sunnyside or its contents caused by you or by any member of your party or animal brought with you.

11. If you have a problem or complaint

11.1. We take care to ensure that our accommodation at Five Sunnyside is of a high standard. However, if you have any problems with Five Sunnyside, please contact us immediately on 07579 038322 and give us the opportunity to resolve it. We'll work with you to ensure that any complaint is investigated and resolved as promptly and efficiently as possible.

12. Our rights of access

12.1. We may need to access Five Sunnyside if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we'll do our best to let you know in advance of the date and time that we will need access.

12.2. If we do need to access Five Sunnyside for any reason, we'll always try to access the property at reasonably convenient times (other than in the event of an emergency).

13. Our right to evict

13.1. We may terminate our contract with you and ask you to leave Five Sunnyside immediately (without any compensation being payable) if:

13.1.1. we consider that you or your party have committed a serious breach of these terms and conditions;

13.1.2. we consider that your or your party's behaviour endangers the safety of our visitors or staff;

13.1.3. any complaints are made of anti-social or unacceptable behaviour against you or your party;

13.1.4. you or your party cause an unreasonable amount of damage to the property or its contents; or

13.1.5. you exceed the maximum occupancy limit for Five Sunnyside.

14. Our liability to you

14.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

14.2. Nothing in these terms and conditions is intended to limit our liability for:

14.2.1. death or personal injury caused by our negligence;

14.2.2. fraud or fraudulent misrepresentation on our part; or

14.2.3. any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015

14.3. Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

15. Events beyond our control

15.1. We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.

15.2. An event outside our control means any act or event that is beyond our reasonable control, including, without limitation, severe weather event, drought, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

16. Some practical information for your stay

16.1. Your check-in and departure times will be set out in your booking confirmation. Normally, check-in is available from 3.30pm on the first day of your stay and departure is required before 10am on the last day of your stay.

16.2. If you leave any of your possessions behind at Five Sunnyside, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. We charge a lost property charge of £10 to cover our administrative costs and standard Royal Mail delivery up to 2kgs in the UK to return your items to you (subject to the terms of this clause 16.2). If a request to return your items deviates from these conditions, then we reserve the right to charge you any additional costs. Where possible, we'll hold lost property for three months after which it'll be disposed of. Perishables will be disposed of immediately and are therefore unreturnable. In addition, we will only be able to return items permissible by Royal Mail.

17. Entire Agreement

17.1. This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.

17.2. No one other than a party to this contract shall have any right to enforce any of its terms.

19. Governing Law

19.1. These terms and conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.