

## Booking Conditions

Nobody likes reading the small print but it is important. Our Booking Conditions describe our policies and procedures and clarify the contractual relationship between you and the Owner of the property.

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### *Definitions*

#### **In these Booking Conditions:**

1. "Booking" means a booking for a Property
2. "Booking Conditions" means the terms and conditions of these booking conditions, including the general notes
3. "Booking Form" means the booking form that can be found on our Website.
4. "Contract" means the contract between you and the Owner for Sunwright Holidays or the Owner.
5. "Owner" means the owner of the Selected Property and "we" and "our" relate to the Owner.
6. "Property" means any of the properties advertised in our current brochure, special promotional leaflets or on the Website.
7. "Rental Fee" means the total fee for the Selected Property as displayed on the Website or as otherwise agreed in writing including rental and parking where specified, but excluding any charges for additional services provided by Sunwright Holidays or the Owner.
8. "Rental Period" means the period of time for which you wish to rent the selected Property as stated as recorded as confirmation of the Booking by information supplied from You in the course of making your Booking on our website, or as stated in the Booking Form, or other written confirmation of the Booking from You in the Booking Form or other written confirmation of the Booking from You.
9. "Sunwright Holidays" means Sunwright Holidays, 42 Harlington Avenue, Hellesdon, Norwich, NR6 5LJ
10. "Selected Property" means the Property specified by you in a Booking.
11. "Website" means Sunwright Holidays" website at [www.sunwrightholidays.com](http://www.sunwrightholidays.com)

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12. "Written" or "in writing" includes faxes and any non-transitory form of visible reproduction of words and email (but not text messaging via mobile phone)

13. "You" means the person who makes a Booking.

## 1 AGENCY

1.1 Sunwright Holidays arranges short-term holiday rentals of the Properties (including the managing, marketing, booking and liaising services) as either owner or agent for the Owner of the relevant Property.

## 2 CONTRACT

2.1 The Contract for renting the Selected Property is between You and the Owner and it incorporates and is subject to these Booking Conditions.

2.2 By making a Booking You are deemed to have made an offer to enter into a contract with the Owner for the letting of the Selected Property in accordance with the Booking Conditions.

2.3 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when Sunwright Holidays issues a confirmation form to You pursuant to condition 3.5.

## 3 BOOKING AND PAYMENT

3.1 You may make a Booking by either:

1. contacting Sunwright Holidays by telephone on 07583 509928;
2. sending an email giving details of your Booking requirements to Sunwright Holidays at [sunwriightholidays@yahoo.com](mailto:sunwriightholidays@yahoo.com) or
3. by completing our on-line booking process on the Website at [www.sunwriightholidays.com](http://www.sunwriightholidays.com).

3.2 If, when making your Booking, the start date of your proposed Rental Period is more than 8 weeks away, You must pay a deposit to Sunwright Holidays. This deposit is £60 and is part towards the Rental Fee. The balance of the Rental Fee, plus a security deposit of £60 is payable 8 weeks before the start of the Rental Period.

3.3 The entire Rental Fee is payable at the same time as your Booking if the Booking is made 8 weeks or less before the start of the Rental Period.

3.4 Sunwright Holidays reserves the right to cancel your Booking at any time and retain the deposit if the balance is not received by the due date.

3.5 Sunwright Holidays will issue a confirmation letter to You once it has received the Booking Form (or other written confirmation of the Booking from You or confirmation that You have

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Sunwright Holidays  
42 Harlington Avenue  
Hellesdon  
Norwich  
NR6 5LJ

T : 07583 509928  
E : [hello@sunwriightholidays.com](mailto:hello@sunwriightholidays.com)  
W : [sunwriightholidays.com](http://sunwriightholidays.com)

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successfully completed our online booking process) and all money due at the time of Booking in cleared funds provided that the Selected Property is available. You should check the confirmation form carefully and notify Sunwright Holidays immediately in case of any discrepancy or mistake.

3.6 Sunwright Holidays or the Owner may at any time before Sunwright Holidays as issues a confirmation letter accept bookings from other customers for the Selected Property.

3.7 If the Selected Property is unavailable for your selected Rental Period and Sunwright Holidays is unable to accept the Booking for this or any other reason, Sunwright Holidays will return all money received from you in full.

## 4 METHODS OF PAYMENT

4.1 You may pay by Bank Transfer, BACS, Internet banking, Pay Pal and Debit or Credit Card (Charges Apply) Cheque or Cash.

4.2 Overseas Guests may pay in pounds Sterling by Mastercard, Visa card, or by international electronic transfer. Any charges for payments from overseas will be passed on to You.

## 5 CANCELLATION

5.1 If You cancel the accepted/confirmed Booking for any reason, You must notify Sunwright Holidays in writing at the address stated in these Booking Conditions.

5.2 You remain liable for the full amount of the holiday rental, including the balance payment when due, if this has not already been paid.

Sunwright Holidays will as a matter of urgency try to re-let the holiday period or part thereof and if successful, upon receipt of monies for the new booking, will return the rental paid less an administration fee of £20. If a reduction in rental has to be made to secure a new booking, You will receive the discounted rental fee less the administration fees.

If it is not possible to re-let the property, no monies will be returned. .

5.3 Sunwright Holidays strongly recommends that you take out cancellation insurance, further details of which are set out in condition 16.

5.4 If the Selected Property which you have booked and which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, Sunwright Holidays will use reasonable endeavours to find a suitable alternative Property. If an alternative Property is unavailable, you will be reimbursed any sums received from you in respect of the Contract.

5.5 If you agree to take an alternative Property, you will be sent a confirmation letter setting out details of the new Property, Rental Fee and Rental Period and you will be deemed to have entered into a new contract with the Owner of the new Property (deemed to be the Selected Property), such

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contract to have incorporated these Booking Conditions and you shall be liable to make payments in accordance with these Booking Conditions.

## 6 RENTAL PERIOD

6.1 The Rental Period commences, unless otherwise notified, at 2.00 pm on the day of arrival and terminates at 10.00 am on the day of departure.

6.2 The Rental Period commencement and termination times also apply to any parking spaces that are included in the Property Rental.

## 7 CHANGES OF RENTAL PERIOD

7.1 Sunwright Holidays will endeavour, but is under no obligation, to consider a request from You to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:

1. the Selected Property is available for the new Rental Period requested;
2. You pay an administration fee of £20.00 and any sums due in respect of any higher prices for the Selected Property for the new dates.

## 8 USE OF SELECTED PROPERTY

8.1 You agree that the number of people staying in the Selected Property will not exceed the maximum number stipulated in the brochure or on the Website.

8.2 You agree that the Selected Property will be used for personal and domestic purposes only.

8.3 You agree that the Selected Property will not be used for any commercial purposes without the written consent of Sunwright Holidays.

8.4 You agree that the Selected Property will not be used for any activity or in such a way as to cause a nuisance or annoyance to neighbours of the Selected Property.

8.5 You and your guests will comply with any reasonable regulations relating to the Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/prior to your arrival at the Selected Property.

## 9 CARE OF SELECTED PROPERTY

9.1 You agree to keep the Selected Property and its contents in the same condition and repair as found on your arrival at the Selected Property and shall procure that your guests shall also take such care of the Selected Property and its contents.

9.2 If either You, any of your guests or an animal accompanying you, by act or omission causes damage to the Selected Property and/or its contents, You agree to pay to Sunwright Holidays upon written demand, any reasonable costs incurred in making good any such loss or damage.

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9.3 You are required to pay a security deposit of £60, payable with the balance. The security deposit will be refunded after the departure date (please allow up to 14 days) less any reasonable costs for breakages, damage etc if applicable.

9.5 You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including cleaning up after any animals which You have been permitted to bring to the Selected Property). Sunwright Holidays may charge You for the reasonable costs of any additional cleaning if this is considered necessary.

## 10 PETS

10.1 Dogs are welcome in some Properties at an extra charge of £25.00 for per dog per week or short break. A small selection of Properties will accept 2 well behaved dogs. You should check the Selected Property details and specify that You wish to bring a dog at the time of Booking so that Sunwright Holidays can confirm whether or not a dog will be permitted. No pets other than dogs are permitted.

10.2 Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all Properties at no extra charge.

10.3 You must ensure that: dogs are properly controlled and supervised at all times; they must not be left unattended at the Selected Property; and they are not permitted in any of the bedrooms or on any of the furniture. You are advised to bring a pet basket and blanket.

10.4 Guests with allergies should be aware that the Owner cannot guarantee that there have been no dogs at the Selected Property, nor (subject to condition 14.2) does the Owner accept any liability for any suffering which may occur as a result of such pets having been present.

## 11 RIGHT OF ENTRY

11.1 Sunwright Holidays and the Owner shall have the right of entry to the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

## 12 RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT

12.1 Sunwright Holidays and the Owner reserve the right to refuse Bookings from:(a) groups of people under the age of 21; and/or (b) hen or stag parties.

12.2 You must inform Sunwright Holidays at the time of Booking if your party falls in condition 12.1(a) and/or 12.1(b).

12.3 Sunwright Holidays and the Owner reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by Sunwright Holidays or the Owner or You which shall remain following termination and ask You and your guests to leave the Selected Property immediately if it is deemed necessary by Sunwright Holidays or the Owner as a result of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.

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12.4 In the event that your Contract is terminated in accordance with condition 12.3, the Owner reserves the right not to refund to You any part of the Rental Fees in respect of the shortened Rental Period.

## 13 COMPLAINTS

13.1 Should there be any cause for complaint during your stay in the Selected Property, You should notify Sunwright Holidays within 24 hours and describe the nature of the complaint. Any complaints or notifications will not be accepted after your Rental Period has ended. Sunwright Holidays will use its reasonable endeavours to resolve any complaints on behalf of the Owner but, in accordance with condition 14.1, accepts no liability for its actions all of which are performed on behalf of the Owner who shall be solely liable.

13.2 Should You need to contact Sunwright Holidays in the event that you have a problem with the Property please contact Sunwright Holidays on 07583 509928.

13.4 Any complaints You wish to make after your Rental Period has ended should be made in writing and sent to Sunwright Holidays within a reasonable period thereafter.

## 14 LIABILITY

14.1 Sunwright Holidays acts as agent on behalf of the Owner and is not liable to You or any of your party under or in connection with the Contract (save in respect of condition 17) or for any acts or omissions of the Owner or its other agents or representatives.

14.2 Nothing in these Booking Conditions shall limit or exclude the liability of the Owner or Sunwright Holidays for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

14.3 Subject to condition 14.2 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.

14.4 Subject to condition 14.2 the Owner and/or Sunwright Holidays shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

14.5 Subject as stated in condition 14.2, the aggregate liability of the Owner and/or Sunwright Holidays to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding three times the total amount of the Rental Fee received from you.

## 15 FORCE MAJEURE

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15.1 Neither Sunwright Holidays nor the Owner shall be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. Sunwright Holidays or the Owner shall as soon as reasonably practicable upon it becoming aware of the same notify You.

## 16 CANCELLATION INSURANCE

16.1 If You wish, You may take out cancellation insurance to help protect You from cancellation of your Booking. This is not compulsory.

16.2 Sunwright Holidays does not offer cancellation insurance.

16.5 Where You have taken out cancellation insurance and cancel a Contract with Sunwright Holidays, the cancellation must be notified to Sunwright Holidays in writing. Should a cancellation be made which is not covered in full under the terms of the cancellation insurance, you remain liable for any monies owed.

## 17 DATA PROTECTION

17.1 Sunwright Holidays will comply with the Data Protection Act 1998 and any directions issued by the Information Commissioner in the processing of such personal data.

17.2 You agree that Sunwright Holidays may process your personal data in this way and may need to pass your personal data on to third parties and organisations who need to know them so that the Booking can be provided.

17.3 You agree that Sunwright Holidays may also process and store your personal details for its own administration, market analyses and operational reviews.

17.4 Sunwright Holidays would also like to store and use your personal data for future marketing purposes (for example, sending brochures, details of promotions, or offers which Sunwright Holidays feels may be of interest to You). All details, *with the exception of credit/debit card data*, given to Sunwright Holidays at any time will be kept, but only names, contact details and the Booking preferences will be used for marketing purposes unless You are informed otherwise when the information is provided. If You have made your booking by supplying details to Sunwright Holidays in writing, on the internet or by telephone, by agreeing to these Booking Conditions, You consent to Sunwright Holidays sending You such information and if you do not wish to receive such information from Sunwright Holidays, please notify Sunwright Holidays in writing.

17.5 You have the right under the Data Protection Act 1998 to obtain information about You held by Sunwright Holidays. Should you have any queries regarding this right or your personal information please contact Sunwright Holidays.

## 18 MISCELLANEOUS

18.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-



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provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.2 You shall not, without the prior written consent of Sunwright Holidays acting as agent for the Owner, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.

18.3 A person (other than Sunwright Holidays) who is not a party to this Contract shall not have any rights under or in connection with it.

18.4 The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

## GENERAL NOTES

### A BROCHURE DETAILS

Sunwright Holidays for itself and as agent and the Owners of Properties aim to ensure that the particulars of the properties as they appear in our current brochure or on the Website are true and accurate.

Sunwright Holidays does not accept any liability for errors contained in the current brochure or the Website for any misrepresentation based on information provided by the Owner.

In any event, You acknowledge that minor differences may arise between our photographs, illustrations and descriptions of a particular property and the actual property.

### B GUEST SAFETY

The Owner and Sunwright Holidays take guest safety very seriously. Therefore we ask that Guests who stay in a Property take a few moments on arrival to think about their safety. In particular we ask that Guests should:

1. Check the layout of the Property, so that in an emergency you and your party can get out quickly and easily;
2. Check the locations of the fire extinguishers and fire blanket and read the instructions for use;
3. Read and take note of specific safety information provided in the Property.

If you have any concerns about the safety of the Property, you should contact Sunwright Holidays immediately.

### C PROPERTIES WITH CHARACTER

We ask Guests to bear in mind that some of the Properties are period properties and could have been built before the days of damp proof courses and cavity wall insulation, so some Properties

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may show signs of damp. Please bear this in mind if your party includes an elderly/infirm person or very young children.

Should traditional cottage features (steep stairs, low beams, uneven floors) be a problem for any member of your party, you should consider this when selecting a Property before making any Booking; please also ask Sunwright Holidays to advise on property suitability.

## **D SPECIAL REQUIREMENTS**

We will endeavour to help those in your party with special requirements by recommending properties that are especially suitable; please refer to our Website or contact us at the time of Booking.

Some Properties could be of an age or listed. Consequently the structure and fittings will not necessarily have current safety and design features and many lack facilities such as ramps for wheelchairs. Some Properties may not be childproof and may have steep approaches or internal staircases. Therefore, please contact us in order discuss any particular needs that you may have prior to booking.

## **F COMPLAINTS**

Great effort is made to maintain the highest standards of furnishing and fittings. On the very rare occasion when you may experience a shortfall in housekeeping or maintenance, please call Sunwright Holidays on 07583 509928 during your stay so that the Sunwright Holidays can try to minimise any inconvenience, discomfort or dissatisfaction.

## **G GUEST DAMAGE**

You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

## **H DAMAGE DEPOSIT**

We require you to pay a security deposit of £60, payable with your balance payment. Your security deposit is refunded after your departure (please allow up to 14 days) less any costs for breakages, damage etc if applicable.

## **I OTHER ISSUES**

Building Work: Neither the Owner nor Sunwright Holidays can be held responsible for any buildings or road workings which may be carried out close to your Selected Property. Where we are aware of any anticipated works, we will endeavour to advise you in advance.

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Special Requests: Special requests may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by us form part of our contractual obligations.

Withdrawal of Facilities: We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice; where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

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