

TUNNELS BEACHES
est. 1823

Accommodation Terms & Conditions

Booking Terms and Conditions

These terms apply to this booking and supersede any previously published terms. Your booking confirmation will include a copy.

Definitions in Booking Conditions

"Booking" means a booking for a property

"Booking conditions" means the terms and conditions of these booking conditions, including the general notes

"Booking form" means the booking form that is downloadable from our website.

"Contract" means the contract between you and the owner for the selected property.

"Owner" means the owner of the selected property and "we" and "our" relate to the owner.

"Property" means any of the properties advertised on our website.

"Rental fee" means the total fee for the selected property as displayed on the website or as otherwise agreed in writing including rental, heating, electricity, logs, use of bed linen and towels (and VAT if applicable) but excluding any charges for additional services provided by the owner.

"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.

"Tunnels Beaches" means Tunnels Beaches Limited, a company registered in England and Wales with company number 04320275 whose registered office is at Tunnels Beaches, Bath Place, Ilfracombe, Devon EX34 8AN.

"Selected property" means the property specified by you in a booking.

"Website" means Tunnels Beaches' website at www.tunnelsbeaches.co.uk or www.devonbeachweddings.co.uk

"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)

"You" means the person who makes a booking.

1 Contract

1.1 The contract for renting the selected property is between you and Tunnels Beaches Ltd and it incorporates and is subject to these booking conditions.

1.2 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.

1.3 The booking will be deemed accepted and the contract referable to the booking will come into effect and be legally binding when Tunnels Beaches issues a confirmation form to you pursuant to condition 2.5.

2 Booking and Payment

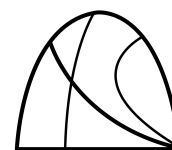
2.1 By completing the booking form from our website and returning it to Tunnels Beaches at the address shown on the booking form; contacting Tunnels Beaches by telephone on 01271 879882; sending an email giving details of your booking requirements to Tunnels Beaches at bookings@tunnelsbeaches.co.uk or by completing our on-line booking process on the website.

2.2 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 Tunnels Beaches. This deposit is £1000. The balance of the rental fee is payable 8 weeks before the start of the rental period.

2.3 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.

2.4 Tunnels Beaches reserves the right to cancel your booking at any time and retain the deposit if the balance is not received by the due date.

2.5 Tunnels Beaches 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 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 letter carefully and notify Tunnels Beaches immediately in case of any discrepancy or mistake.



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2.6 Tunnels Beaches may at any time before Tunnels Beaches issues a confirmation letter accept bookings from other customers for the selected property.

2.7 If the selected property is unavailable for your selected rental period and Tunnels Beaches is unable to accept the booking for this or any other reason, Tunnels Beaches will return all money received from you in full.

3 Methods of Payment

3.1 You may pay by BACS transfer, debit/credit card inc. Amex.

3.2 For bookings made less than 3 weeks before the start of the rental period, no cheques will be accepted and payment must be made in cleared funds, e.g. by credit card or debit card.

3.3 All cheque payments shall be made to Tunnels Beaches at the address stated in these booking conditions and made payable to 'Tunnels Beaches Limited'.

4 Cancellation

4.1 If you cancel the accepted/confirmed booking for any reason, you must notify Tunnels Beaches in writing at the address stated in these booking conditions.

4.2 A cancellation charge is payable depending on the number of months (or part thereof) before the holiday start date that the notice of cancellation is received by Tunnels Beaches. The amount payable is set out below, where 'number of month' refers to the number of months notice given at cancellation prior to the holiday start date, and the 'Cancellation Charge' refers to the percentage of the rental cost of the holiday:

Please note: Deposits are strictly non-refundable in any circumstance.

Number of Months

- Within 12 months of your stay

Cancellation Charge

100% of booking value payable

4.3 Tunnels Beaches insists that you take out cancellation insurance, further details of which are set out in condition 15.

4.4 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, Tunnels Beaches will use reasonable endeavours to find a suitable alternative property.

4.5 If you agree to take an alternative property, you will be sent a confirmation form 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 contract to have incorporated these booking conditions and you shall be liable to make payments in accordance with these booking conditions.

5 Rental Period

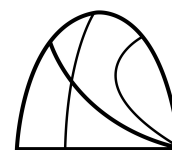
5.1 The rental period commences, unless otherwise notified, at 4pm on the day of arrival and terminates at 10.30am on the day of departure.

5.2 Tunnels Beaches will notify you at the time your booking is confirmed, if the extended stay is available.

5.3 If your stay extends beyond the period of hire in condition 5.1, or such other period as expressly agreed in condition 5.2, you may be subject to a charge for the additional time based on the applicable daily rate for the selected property.

6 Changes of Rental Period

6.1 Tunnels Beaches will endeavour, but is under no obligation, to consider a request from you to change the rental period within 1 month of confirmed booking. After 1 month of confirmed booking is treated as a cancellation (see cancellation policy above...)



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7 Use of Selected Property

7.1 You agree that the number of people staying in the selected property will not exceed the maximum number stipulated on our website. A full confirmed list of occupants is required on check in.

7.2 You agree that the selected property will be used for personal and domestic purposes only.

7.3 You agree that the selected property will not be used for any commercial purposes without the written consent of Tunnels Beaches.

7.4 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.

7.5 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.

8 Care of Selected Property

8.1 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.

8.2 If either you, or any of your guests accompanying you, by act or omission causes damage to the selected property and/or its contents, you agree to pay to Tunnels Beaches upon written demand, any reasonable costs incurred in making good any such loss or damage.

8.3 Any damages caused by guests are your responsibility and we require a £500 damage deposit prior to your stay. The damage deposit will be taken by way of pre-authorisation of a credit card. An additional £500 damage deposit is required if a dog is staying in the property.

8.4 You shall abide by all instructions with regard to the use of the selected property and its fixtures and fittings as notified to you by Tunnels Beaches from time to time.

8.5 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. Tunnels Beaches may charge you for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

9 Pets

9.1 One well behaved dog may be allowed within some of our properties, please check. However, a cleaning fee of £50 is charged, along with an increased damage deposit (see condition 8.3...)

9.2 Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all properties at no extra charge, even where the property description states that dogs are not allowed.

9.3 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.

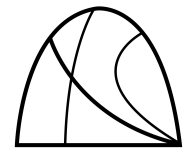
9.4 Guests with allergies should be aware that the owner cannot guarantee that there have been no dogs at the selected property, nor (subject to condition 13.2) does the owner accept any liability for any suffering which may occur as a result of such pets having been present.

10 Right of Entry

10.1 Tunnels Beaches 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.

11 Right to Refuse Bookings and to Terminate Contract

11.1 Tunnels Beaches reserve the right to refuse bookings from: (a) groups of people under the age of 21; and/or (b) hen or stag parties.



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11.2 You must inform Tunnels Beaches at the time of booking if your party falls in condition 11.1(a) and/or 11.1(b).

11.3 Tunnels Beaches reserve the right to terminate a contract without prejudice to any rights and remedies accrued by Tunnels Beaches 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 Tunnels Beaches as a result of your behaviour or that of any of your guests or any other material breach of these booking conditions.

11.4 In the event that your contract is terminated in accordance with condition 11.3, Tunnels Beaches reserves the right not to refund to you any part of the rental fees in respect of the shortened rental period.

12 Complaints

12.1 Should there be any cause for complaint during your stay in the selected property, you should notify Tunnels Beaches promptly and describe the nature of the complaint. Tunnels Beaches will use its reasonable endeavours to resolve any, in accordance with condition 13.1, accepts no liability for its actions all of which are performed on behalf of the owner who shall be solely liable.

12.2 There will be a housekeeper on call, whom you can contact in the event that you have a problem with the property. The housekeeper will use their reasonable endeavours to resolve any issues.

12.3 If the housekeeper is unavailable, please contact the Tunnels Beaches office on 01271 879882.

12.4 Any complaints you wish to make after your rental period has ended should be made in writing and sent to Tunnels Beaches within a reasonable period thereafter.

13 Liability

13.1 Nothing in these booking conditions shall limit or exclude the liability of the owner for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

13.2 Subject to condition 13.1 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the contract.

13.3 Subject to condition 13.1 the owner and/or Tunnels Beaches 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.

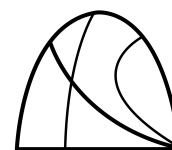
13.4 Subject as stated in condition 13.1, the aggregate liability of the owner and/or Tunnels Beaches to you for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the contract shall be limited to damages not exceeding three times the total amount of the rental fee received from you.

14 Force Majeure

14.1 Tunnels Beaches shall not 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. Tunnels Beaches shall as soon as reasonably practicable upon it becoming aware of the same notify you.

15 Insurance

It is a condition of your booking that you take out adequate insurance (holiday or wedding) to cover all costs arising from cancellation to protect both our interests. We suggest that you take out this insurance as soon as you book your stay or wedding at Tunnels Beaches, we can recommend suitable insurers. We require proof of cover (certificate and Policy schedule) via email within 30 days of your confirmation of booking.



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16 Data Protection

16.1 For the purposes of the Data Protection Act 1998, Tunnels Beaches data controllers of all personal data provided to Tunnels Beaches by you. Tunnels Beaches can process such personal data on its behalf, for the purposes of processing and administering your booking.

16.2 Tunnels Beaches will comply with the Data Protection Act 1998 and any directions issued by the Information Commissioner in the processing of such personal data.

16.3 You agree that Tunnels Beaches 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.

16.4 You agree that Tunnels Beaches may also process and store your personal details for its own administration, market analyses and operational reviews.

16.5 Tunnels Beaches would also like to store and use your personal data for future marketing purposes (for example, sending brochures, details of promotions, or offers which Tunnels Beaches feels may be of interest to you). All details, with the exception of credit/debit card data, given to Tunnels Beaches 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 Tunnels Beaches in writing or by telephone, by agreeing to these booking conditions, you consent to Tunnels Beaches sending you such information and if you do not wish to receive such information from Tunnels Beaches, please notify Tunnels Beaches in writing. If your booking has been made via our on-line booking process, then we will not send you any such marketing material unless you have indicated your consent by selecting the 'opt-in' box on our website during the registration process. our website during the registration process.

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

17 Miscellaneous

17.1 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-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.

17.2 You shall not, without the prior written consent of Tunnels Beaches, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this contract.

17.3 A person (other than Tunnels Beaches) who is not a party to this contract shall not have any rights under or in connection with it.

17.4 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.

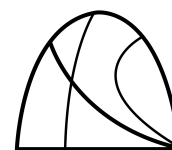
General Notes...

A Website Details

Tunnels Beaches does not accept any liability for errors contained on 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

Tunnels Beaches 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: check the layout of the property, so that in an emergency you and your party can get out quickly and easily; check the locations of the fire extinguishers and fire blanket and read the instructions for use; check the location of the first aid box; and read and take note of specific safety information provided in the property. If you have any concerns about the safety of the property, whether it be the garden, equipment or facilities, you should contact Tunnels Beaches immediately.



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C Buildings with Character

Should traditional historic 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 note that such features are listed on the website and Tunnels Beaches' booking office staff can advise on property suitability.

D Special Requirements

We will endeavour to help those in your party with special requirements by recommending accommodation options that are especially suitable; please refer to our Website or contact our booking office at the time of booking. Some properties may not be childproof and may have steep approaches or internal staircases. Therefore, we would strongly advise you to contact us in order to discuss any particular needs that you may have prior to booking.

E 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 the housekeeper or Tunnels Beaches on 01271 879882 during your stay so that the Tunnels Beaches can try to minimise any inconvenience, discomfort or dissatisfaction.

F 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.

G Damage Deposit

Any damages caused by guests are your responsibility. Any damage will be invoiced to you after the event.

H Other Issues

Building work: Tunnels Beaches cannot 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.

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. Unless agreed in writing by Tunnels Beaches, Tunnels Beaches does not accept liability for special requests that are not fulfilled.

Problems During Your Stay

In the rare event that you have a problem with or complaint about your accommodation, please contact us as quickly as possible so that swift action can be taken to remedy the situation. You can either call Tunnels Beaches' office T: 01271 879882 or email: bookings@tunnelsbeaches.co.uk

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.