

Terms and Conditions

This document outlines important information about our policies and procedures, detailing the contractual relationship between you (the guest) and the Owner. Pure Sage Holidays facilitates holiday rentals on behalf of the Owner, serving as an intermediary. For any advice or further information, please contact Pure Sage Holidays directly. Familiarising yourself with these booking conditions ensures a clear and informed rental experience.

1. Definitions

1.1 The following definitions and rules of interpretation apply in these booking conditions:

Pure Sage Holidays: Pure Sage Holidays Limited, registered in England and Wales, company number 15729361, located at 8-10 Queen Street, Seaton, Devon EX12 2NY.

Booking Confirmation: The email confirmation sent to the Customer when a booking is accepted.

Booking Deposit: 50% of the Rental Fees, provided the booking is made more than eight weeks before the Start Date.

Booking Fee: A non-refundable fee specified on the Booking Form.

Booking Form: The form completed by or on behalf of the Customer.

Customer: The person who submits the Booking Form.

Conditions: These booking conditions.

End Date: The last day of the Rental Period.

Event Outside Control: Any event beyond the control of Pure Sage Holidays or the Owner, such as natural disasters, legal restrictions, or government actions.

2. General

2.1 Pure Sage Holidays acts as an agent for the Owner. The rental arrangements are made by Pure Sage Holidays on behalf of the Owner, creating a direct contractual relationship between the Owner and the Customer.

3. Duration and Times of Rental

3.1 Rental Periods last a maximum of 28 days, starting at 4:00 pm on the Start Date and ending at 10:00 am on the End Date, unless otherwise agreed in writing by Pure Sage Holidays.

4. Deposit

- **4.1** A Booking Deposit and Booking Fee are payable when submitting the Booking Form.
- **4.2** For bookings made less than eight weeks before the Start Date, the full Rental Fees and any additional charges must be paid upon submitting the Booking Form.
- **4.3** The Customer agrees to pay the Booking Fee. Separate contracts and Booking Fees apply if multiple Properties are booked.

Guests: The individuals occupying the Property under these Conditions.

Housekeeper: The person responsible for cleaning the Property, appointed by the Owner or Pure Sage Holidays.

Inventory: A list of fixtures, furniture, and effects at the Property.

Optional Extras: Additional items available at the Property for an extra charge, as confirmed in the Booking Confirmation.

Owner: The owner(s) of the Property.

Property: The house and garden (if any) specified in the Booking Confirmation, including fixtures, furniture, and effects listed in the Inventory.

Rental Fees: The total amount due for booking the Property.

Rental Period: The period specified in the Booking Confirmation.

Start Date: The first day of the Rental Period.

Website: Pure Sage Holidays' website at www.puresageholidays.co.uk and any other websites created by Pure Sage Holidays.

- **2.2** Pure Sage Holidays will, upon request, act as a forwarding address for the Owner.
- **3.2** The Rental Period cannot be extended without prior written approval from Pure Sage Holidays. Unauthorised extensions will incur additional costs.
- **4.4** Submitting a Booking Form is an offer to book the Property. If the Property is available on the requested dates, Pure Sage Holidays will send a Booking Confirmation, creating a binding contract under these Conditions.
- **4.5** Pure Sage Holidays reserves the right to refuse a booking if the Customer uses inappropriate language. Refused bookings will result in an immediate refund of the Deposit, Rental Fees, and any additional charges.

5. Final Payments

- **5.1** Unless otherwise agreed in writing, Rental Fees are listed on the Website at the time of booking.
- **5.2** Upon sending the Booking Confirmation, the Customer is responsible for paying the balance of the Rental Fees and any additional charges by the Due Date.
- **5.3** Payment is due eight weeks before the Start Date (the "Due Date"). Non-payment by the Due Date may be treated as a cancellation.

6. Changing a Booking

6.1 After a Booking Confirmation is sent, the booking can only be changed by cancelling the original booking as per clause 7.

- 5.4 Failure to pay the balance by the Due Date will result in the booking being cancelled, with Pure Sage Holidays retaining the Booking Deposit and Booking Fee.
- **5.5** Pure Sage Holidays will not send payment reminders. The Due Date will be indicated in the Booking Confirmation and taken automatically when it is due.
- **6.2** Changes to the Rental Period are not permitted unless an extension is requested. These extensions will be subject to availability of the property. Other changes require Owner approval and may incur an administration fee equal to the Booking Fee.

7. Cancellation

- 7.1 Bookings can only be cancelled before the Start Date.
- **7.2** To cancel a booking, the Customer must notify Pure Sage Holidays in writing ("Cancellation Notice"). Clause 15 applies if the Property is unavailable due to an Event Outside Control.
- **7.3** Cancellation charges depend on the number of days before the Start Date:

No of days before the Start Date	Cancellation Charge (as percentage of the Rental Fees)
0-21 Days:	100%
22 - 55 Days:	75%

56 Days or More:

7.4 Pure Sage Holidays strongly recommends that Customers and Guests obtain cancellation insurance.

Deposit

8. Optional Extras

Optional Extras, if available, are listed on the Website and charged at the rates shown.

9. Price Changes

9.1 Pure Sage Holidays reserves the right to amend prices on the Website due to errors or omissions, notifying the Customer as soon as possible. Customers may cancel the booking if the amended price is significantly higher.

10. Method of Payment

Payments to Pure Sage Holidays can be made by Apple Pay, PayPal, Mastercard, Visa, Google Pay, GBP bank transfers. Bank Transfer: Bank details available on request.

11. Overseas Bookings

Customers outside the UK must pay in Pounds Sterling by Mastercard, Visa, or international electronic transfer. Any charges for overseas payments will be passed on to the Customer.

12. Eligibility

Pure Sage Holidays primarily caters to family holidays and does not accept bookings for hen or stag parties or groups under 18 years of age.

9.2 Subject to clause 23, any changes in VAT rates between booking and confirmation will be adjusted, and the Customer agrees to pay the applicable rate.

13. The Holiday

The Customer and Guests have the right to occupy the Property for a holiday only (as defined in Schedule 1, Paragraph 9 of the Housing Act 1988).

14. Customer Obligations

The Customer agrees:

- 14.1 To pay for additional utilities and fuel not included in the Rental Fees.
- **14.2** To report any damage, loss, or defect to Pure Sage Holidays immediately.
- **14.3** To pay for any damages caused by Guests, excluding fair wear and tear and insurable damages.
- 14.4 To leave the Property clean and tidy. Failure may result in refusal of future bookings.
- **14.5** To allow the Owner and Pure Sage Holidays reasonable access without notice.
- **14.6** Not to share the Property except with Guests on the Booking Confirmation.
- 14.7 Not to sell or transfer the booking without prior written consent.
- **14.8** To ensure only Guests on the Booking Confirmation occupy the Property, with cots for children under 24 months.
- 15. Non-Availability of Property
- **15.1** The Owner is not liable for non-performance caused by an Event Outside Control.
- 16. Liability
- 16.1 Pure Sage Holidays and the Owners do not exclude liability for: i. Death or personal injury caused by negligence. ii. Illegal exclusion attempts.

17. Property Descriptions

17.1 External facilities and amenities listed on the Website are not guaranteed. Changes outside Pure Sage Holidays' control may occur.

18. Complaints

- **18.1** Complaints must be reported promptly to Pure Sage Holidays for investigation and remediation.
- 18.2 Customers must allow Pure Sage Holidays and the Owner reasonable time to investigate and address complaints.

19. Breach of Contract

Pure Sage Holidays may terminate the contract if the Customer or Guests breach these Conditions. In such cases, no refunds will be given, and the Customer may be liable for additional costs incurred by Pure Sage Holidays and the Owner.

- **14.9** Not to smoke or use vaping devices at the Property or cause a nuisance.
- 14.10 To use only designated parking spaces.
- 14.11 To behave respectfully towards the Owner, Pure Sage Holidays, and their representatives.
- 14.12 Not to use abusive or offensive language.
- **14.13** Not to charge electric or hybrid vehicles or e-bikes unless the Property has designated charging points.
- **14.14** To ensure third-party service providers have appropriate insurance.
- 14.15 Not to use or light candles within the Property.
- **14.16** To indemnify Pure Sage Holidays and related parties against all claims arising from occupancy and use of the Property.
- 14.17 To serve notices to the Owner at Pure Sage Holidays Ltd, 8-10 Queen Street, Seaton, Devon EX12 2NY.
- **15.2** If an Event Outside Control affects the availability of the Property, the Customer will be notified, and obligations suspended. Customers may cancel the contract, and all payments will be refunded.
- **16.2** The Owner is responsible for foreseeable losses from breach or negligence but not for unforeseeable losses.
- 16.3 The Owner is not liable for business losses.

17.2 WiFi provision is subject to availability and network conditions.

18.3 Pure Sage Holidays is not liable for issues not reported during the stay.

20. Breach of Contract

Customers are advised to arrange travel insurance to cover personal belongings, medical expenses, and cancellation costs.

21. Data Protection

Pure Sage Holidays processes personal data in accordance with its Privacy Policy, available on the Website.

22. Governing Law and Jurisdiction

These Conditions and any disputes arising from them are governed by English law and subject to the exclusive jurisdiction of the English courts.

23. Changes to Conditions

Pure Sage Holidays reserves the right to amend these Conditions from time to time. Customers will be notified of any significant changes.

24. Entire Agreement

These Conditions, together with the Booking Form and Booking Confirmation, constitute the entire agreement between the Customer and the Owner.

Pure Sage Holidays Limited ~ Registered Office: 8-10 Queen Street, Seaton Devon EX12 2NY Company Registration Number: 15729361 (Registered in England and Wales) Contact: <u>info@puresageholidays.co.uk</u> // +44(0) 7355 233 988 // <u>www.puresageholidays.co.uk</u> Document Version: 1.0 Effective Date: July 2024 This document and the information contained herein are subject to the terms and conditions specified within.