

Booking Terms & Conditions



The following terms and conditions are applicable to all accommodation/property bookings at Una St Ives.

1. The contract

The contract entered is between Una St Ives, trading as Kingfisher Una Resort Limited and the person completing and signing the Booking Form (the Hirer). The contract is not effective until the required payment has been received and confirmation sent from Una St Ives to the Hirer.

2. Booking

Bookings cannot be accepted by:

- a. Persons under the age of 18 years.
- b. Parties where the majority of members are younger than 18 years (except families or supervised groups).

- 2.1** The number of persons occupying a property must not exceed the maximum stated in the current property description. (The number and ages of babies and children need to be confirmed at booking stage to ensure the appropriate size property is booked and room configuration delivered by housekeeping).
- 2.2** The person who signs the booking form (the Hirer) will be responsible for all persons and should ensure that they are aware of the booking conditions.
- 2.3** Una St Ives reserves the right to decline any booking or to refuse to hand over a key to any person who has not complied with the booking conditions.

3. Reservation

- 3.1** Reservations can be accepted by telephone or online, with the guarantee of credit/debit card details and must be confirmed within seven days, and the required deposit or total tariff paid.
- 3.2** Provisional reservations will be cancelled after seven days without further reference.
- 3.3** To secure a reservation, contact our reservations team: 01736 257000
 - a. A 20% non-refundable deposit will be taken to guarantee your booking at the time of booking.
 - b. Pay the balance of the cost eight weeks before the holiday is due to start (it should be noted that reminders are not sent out).
 - c. A damage, loss & nuisance deposit pre-authorisation of £100 will be taken on all 1 & 2 bed properties and £250 is taken on bookings for 3 & 4 bed properties. This will be released after departure unless there is any damage, loss or nuisance

have been caused within the resort during your stay where all or part of the deposit will be retained depending on the individual situation.

- 3.4 If the balance is not received within the time specified, Una St Ives reserves the right to take the full balance payment utilising the PCI (Payment Card Industry) code; should this not be successful Una St Ives will cancel the booking and retain the deposit.
- 3.5 Bookings made within eight weeks of the start of the holiday require payment in full at the time of booking.
- 3.6 A minimum stay of two night is required outside of the summer school holidays, but this will be subject to availability at the time of your booking.

4. Cancellation

- 4.1 Once a booking is confirmed, the Hirer is responsible for the total cost of the holiday. 'Total' meaning the deposit plus balance of payments.
- 4.2 In the event of cancellation by the Hirer, Una St Ives will endeavour to re-let the property, and if successful may refund any monies paid less the deposit, which is non-returnable.
- 4.3 Una St Ives reserves the right to utilise the PCI (Payment Credit Industry) transaction code from previous payments for any outstanding balance in the event of cancellation or non-attendance.

5. Cancellation insurance

Una St Ives cannot arrange Holiday Cancellation Insurance on your behalf. We strongly recommend that your own appropriate Holiday Cancellation Insurance is in place at the time of booking.

6. Booking alterations

- 6.1 Any change in holiday dates will be subject to the agreement of Una St Ives.
- 6.2 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.
- 6.3 If, for reasons beyond its control, Una St Ives must cancel or alter arrangements made for the Hirer it will make every effort to offer an alternative property if one is available.
- 6.4 If the Hirer does not accept the alternative offered, Una St Ives will return to the Hirer any monies paid, whereupon the liability of Una St Ives will cease.

7. Damage, loss and nuisance

- 7.1 The Hirer agrees:
 - a. The PCI (Payment Card Industry) Code will be utilised should any damages or additional charges be incurred during the occupation of the property.
 - b. That the supervision of children, babies and any adults requiring care always remains the responsibility of the Hirer.
 - c. To be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge

will be levied.

- d. To pay for any damage or loss, however caused, excluding reasonable wear and tear, incurred during the occupation.
 - e. Not to cause nuisance or annoyance to occupants of nearby properties.
 - f. To allow reasonable access to the property by the resort if it is deemed necessary.
 - g. To be responsible for placing any rubbish and recycling in the correct bags/bins and location for collection during your stay and prior to departure.
 - h. Every effort is made to ensure all items of equipment described and supplied are in good working order; however, no guarantee is given, or liability accepted if breakdowns occur before or during a holiday. Whilst Una St Ives will endeavour to organise repairs or replacements as quickly as possible, delays may occur, particularly during the high season.
 - i. The Hirer's right to occupy the accommodation/property may be forfeited without compensation or an additional charge made should the Hirer allow more guests to occupy the accommodation than stated during the booking process or should any overnight guests be entertained without Una St Ives express permission.
- 7.2** If in the opinion of Una St Ives, any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be discharged, and Una St Ives may repossess the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.
- 7.3** In accordance with non-smoking legislation, Una St Ives, which includes on site accommodation/properties, is a smoke-free premises and smoking is not permitted. Smoking in a property will incur a minimum additional cleaning charge of £140 per property and in the case that the property is deemed unfit for occupation for the next booking, the hirer may be liable for costs associated with relocating the next booking.

8. Occupancy

- 8.1** Occupancy shall be from 3pm on the day of arrival to 10am on the day of departure, unless special arrangements have been made (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this).
- 8.2** The use of the Property for the purposes of a hen/stag party is not permitted unless otherwise agreed.
- 8.3** The Hirer will allow Una St Ives or its authorised representatives to enter the Property to inspect the state of it and to carry out any necessary works of maintenance or repair, at all reasonable times upon 24 hours' prior notice or in the event of emergency at any time without notice, causing as little inconvenience to the Hirer as is reasonably practicable and making good any damage caused to the Property.
- 8.4** Occupancy & Nature of the Agreement. A License under these conditions is granted by Una St Ives to the Hirer for the purposes of holiday accommodation, as defined in schedule 1, paragraph 9, of the Housing Act 1988 and is not intended to create a relationship of Landlord and Tenant between the parties. The Hirer shall not be entitled to a tenancy, or to an assured short hold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Holiday ends. If the Hirer or any member of the Hirer's party fails to vacate the Property after the holiday Una St Ives shall be entitled, apart from other remedies, to charge the Hirer a fee proportionate to the holiday for the continued period of occupation.
- 8.5.** Due to the unique nature of the properties they are not deemed suitable for disabled access.
- 8.6.** If a Hirer arrives to check-in outside of reception hours Una St Ives will make every effort to ensure that the keys are available provided that notice of late arrival is given. The resort accepts no liability if the Hirer cannot gain access to the property if no

notice is provided. The resort strongly advises the Hirer to arrive during reception hours.

- 8.7.** Our housekeepers are booked to commence property cleans from 10am. Should the Hirer delay access to housekeeping because of late departure, a late departure fee of £30 will be levied for the first 30 minutes and every 30 minutes thereafter.

9. Services

- 9.1** Wi-Fi access is free of charge
- 9.2** Linen for beds and bath and hand towels are provided per person and are included in rental price. One pool towel is also provided per person. Beach towels are not provided.
- 9.3** It is essential that you confirm your bed configuration requirements prior to arrival. Failure to do this will result in a housekeeping call out charge and linen fee. Housekeeping operatives are not based on site.
- 9.4** None of our properties have baby equipment as standard. Should you require this the Hirer will need to pre-book this. Una recommends Star Equipment Hire, they will deliver your requirements to site and collect it following your departure.
Call: 01736 791685
Email: hello@unastives.co.uk
- 9.3** Use of leisure facilities is included in rental price.
- 9.6** Car Parking: please note that car parking availability at your property is limited. Each property has one designated space, a small number have two. For reasons of child safety, emergency vehicle access and car turning, no double parking is permitted. Additional parking is available by reception and on the resort internal access road.

10. Pets

- 10.1** Well behaved dogs, up to a maximum of two per property, are accepted by prior consent in designated Dog Friendly properties only.
- 10.2** Uptake of this service incurs a fee of £50 per dog per stay, pets must be included in your booking prior to arrival.
- 10.3** Any damage or excessive cleaning caused by your pet will be chargeable to the Hirer.
- 10.4** We reserve the right to ask owners to remove pets that are causing damage or pose a nuisance to other guests.
- 10.5** No pet is to be allowed on the furniture or in any bedrooms.
- 10.6** Pets must not be left alone at the property at any time, should be house trained and must be at least six months old.
- 10.7** We also ask that your pet has been treated for fleas by a vet prior to your visit.
- 10.8** All dogs must be kept on a lead when in the grounds or when entering the resort building. Dogs are not permitted in the Children's Play Area.
- 10.9** Dog owners are wholly responsible for bagging their dog's excrement and placing it in the bins provided. Where owners are found to allow their dog to foul any area of the resort and not bag it they may be asked to remove the dog from the resort for the duration of their stay. The Hirer would be responsible for any associated costs of kennelling their dog in such an event.

11. Safety & Operating Information for Properties with Jacuzzi

11.1 Your Jacuzzi

As the Booker, you remain responsible for the behavior and safety of your party. Please read all safety and operating data before using the Jacuzzi. The unit will be attended by our maintenance team early on the day of your arrival and from anything after 6am on your departure day at it takes several hours to service and re-heat. Therefore, the last time you will be able to use your Jacuzzi will be on the night prior to departure. In addition, daily checks will be carried out by our staff.

11.2 Before entering the Jacuzzi please ensure you:

- 1 Don't enter the Jacuzzi when you have diarrhea or for at least 48hours after experiencing any gastric infection.
- 2 Don't swallow hot tub water or even get it into your mouth.
- 3 Don't clean or wear wetsuits in the Jacuzzi or it will be emptied and out of operation for a minimum of 48 hours.
- 4 Shower or bathe with soap before entering the hot tub.
- 5 Never use the Jacuzzi alone or after a heavy meal.
- 6 Avoid entering the Jacuzzi immediately after exercising as the water temperature can affect the heart rate.
- 7 Take care when entering or exiting the Jacuzzi as water from the tub can make it slippery.
- 8 Do not enter the Jacuzzi if the water is cloudy.
- 9 Maximum number of bathers at any time is 5.
- 10 Don't let children less than 5 years of age use the Jacuzzi.
- 11 Ensure you secure the cover of the Jacuzzi when not in use.
- 12 Supervise children in or near the Jacuzzi.
- 13 If you have long hair, please tie it up or wear a swim cap before entering the Jacuzzi.
- 14 Don't drink alcohol before entering the Jacuzzi or during Jacuzzi use.
- 15 Never bring glass or crockery into the Jacuzzi.
- 16 Never use or place electrical equipment in or near the Jacuzzi.
- 17 Limit your soak to 15 minutes and cool off before re-entering.
- 18 If any allergic reaction occurs leave the Jacuzzi and rinse off in your shower, if the reaction persists seek medical help.
- 19 If pregnant, consult a physician before Jacuzzi use, particularly in the first trimester.
- 20 If suffering from an illness especially heart Disease, Diabetes or Hypertension, consult a physician before Jacuzzi use.
- 21 If taking any medication especially Anti-coagulants, Antihistamines, Stimulants, Hypnotics/tranquillizers, consult a physician before Jacuzzi use.

12. Guest Safety Information & Rules - Leisure

The resort swimming pool does not have a lifeguard and is monitored by CCTV for your own personal safety and security. We ask that you abide by the following instructions for a safe and enjoyable experience.

- 1 Children under 16 are not permitted to use the Gym.
- 2 Children under 16 must be accompanied by an adult to use the pool.
- 3 Children under 14 are not permitted to use the Steam and Sauna rooms.
- 4 Children under 12 are not permitted to use the Spa Bath.
- 5 Mobile phones and all camera enabled devices are strictly forbidden in any of the leisure areas.
- 6 No inflatables, flippers and beach toys.
- 7 Strictly no diving or walking, running on the infinity wall.
- 8 No food & drink, outdoor shoes / footwear on pool side.
- 9 Please shower before entering the pool, steam room, sauna and spa bath.
- 10 Please do not swim under the influence of alcohol or drugs.
- 11 Children under 3 years are not permitted in the main pool, a separate children's pool is provided. Please ensure babies and small children are wearing the correct swimming nappies before accessing the children's pool.

13. Descriptions

- 13.1** Whilst Una St Ives makes every effort to ensure the accuracy of the property descriptions, descriptions are inevitably subjective and are for guidance only. If there are points of particular importance, please contact Una St Ives to clarify information.
- 13.2** Whilst Una St Ives has taken all reasonable steps to ensure that the information contained in its brochures, websites, tariffs, leaflets, advertisements and any other form of promotional material are accurate, Una St Ives reserves the right to alter, substitute or withdraw any service, facilities or amenity.
- 13.3** If, due to reasons beyond the control of Una St Ives, a facility has to close, Una St Ives will endeavour to re-open it as soon as possible.

14. Liability

- 14.1** Una St Ives cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property and its plumbing, gas, electrical or otherwise, or exceptional weather.
- 14.2** No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the party during the occupancy.
- 14.3** If, due to reasons beyond the control of Una St Ives, the accommodation is not available whatsoever, Una St Ives will refund the deposit, but Una St Ives will be under no further liability towards you.

14.4 The Hirer is responsible to keep all furniture, fittings and contents in the same state of repair and condition as at the commencement of the stay. All damage, breakages or equipment failure in the property or to its contents must be reported to resort reception as soon as is practicable. Una St Ives will make reasonable endeavours to repair the damage or defect as soon as is practicable, however there is no guarantee that the repairs will be affected during the stay period. Should any damage to the property be caused by any act or omission of the Hirer, the Hirer will be liable for the cost of any replacement or repair. By accepting this the resort will advise the Hirer of any costs they are liable for within 14 days for the damage being reported. Should any damage caused by an act or omission of the Hirer result in the cancellation of a future booking for another Hirer, then the Hirer shall be responsible for all the consequential losses.

15. Complaints

- 15.1** If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with Una St Ives during occupancy to allow remedial action to be taken. The Hirer should contact reception on 01736 257000.
- 15.2** It is specifically agreed that failure by the Hirer to notify Una St Ives of any complaint in accordance with the timescale set out in clause 13.1 will entitle Una St Ives to refuse to entertain the complaint, irrespective of its merits.

16. Waiver

The failure of Una St Ives to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

17. Legal provisions

- 17.1** The law of England governs the construction, and performance of this Agreement and the parties submit to the jurisdiction of the English Courts.
- 17.2** Clause headings are for convenience only and do not form part of or affect the interpretation of the Agreement.

18. Use of resort facilities

Guests staying in the properties at Una St Ives have complimentary use of the resort grounds and use of the Leisure Club. Service's including the restaurant and spa treatments are payable and are advised to be pre-booked.

19. Data Protection

- 19.1** Una St Ives will only use any personal information provided by the Hirer for the purposes of managing their booking and informing them of similar services, unless the Hirer otherwise agrees.
- 19.2** The Hirer can correct any information or ask for any information about him to be deleted, by giving written notice to the resort, at the address and the email address shown in the promotional material of Una St Ives resort.
- 19.3** Privacy Policy, the current copy of this are available on our website www.unastives.co.uk