

## Booking Terms and Conditions

### Definitions

1. The "Agent" means Annabel Harrison trading as HB Holiday Lettings, registered at 15 High Street, Bembridge PO35 5SD. The "Owner" means the person or legal entity of the property
2. The "Guest" means the person who will let the Property for a Holiday Let
3. The "Property" means the property described below as the property to be let and includes all installations, appliances, fixtures and fittings at or in the property.
4. "Booking Agreement" means the agreement between the Guest and the Owner incorporating the Booking Form and the Booking Terms and Conditions in which the Owner agrees to let the Property to the Guest for the purpose of a holiday.
5. "Booking Terms and Conditions" means the terms and conditions which apply to any booking of the Property made by the Guest.
6. The "Commencement Date" means the date specified as the date from which this Contract of Hire shall come into effect between the Owner and the Guest (once payment is received) notwithstanding the actual date of signature by any party.
7. The "Holiday Let" is the holiday period to which the Property is let to the Guest.
8. The "Rent" is the daily or weekly monies payable to the Agent on behalf of the Owner for the Holiday Let by the Guest.
9. "Deposit" refers to a non returnable payment (a percentage of the total payment) by the Guest to the Agent on behalf of the Owner to confirm the Holiday Let.
10. "Booking Fee" is the administration fee charged to the Guest by the Agent
11. "Refundable Security Deposit" is the sum agreed between the Owner and the Agent; a returnable deposit payable by the Guest to cover any breakages, damages or minor repairs to the Property which may be incurred during the Holiday Let.
12. "Booking Form and Booking Agreement" is the form on which details are taken of the Guest and his party wishing to rent the Property and is signed by the Guest accepting the Booking Terms and Conditions.
13. "Cancellation Policy" means the terms in which the Holiday Let can be cancelled.
14. "Cancellation Fee" is the administration fee charged to the Guest by the Agent in the event the Guest cancels the booking.
15. "Short Let" is a minimum of 3 night stay but less than 1 week.
16. Arrival and Departure Times refers to the time which the Guest may enter the Property at the start of the Holiday Let and when the Guest should leave the Property on the last day of their Holiday Let.
17. "Welcome Pack" refers to an information pack giving details and instructions on each Property

### This agreement:

#### 1.0 Booking Agreement

- 1.1 The making of a booking for a holiday will form the Booking Agreement between the Owner of the Property and the Guest where the Guest agrees to the Booking Terms and Conditions as stated below. HB Holiday Lettings act as Agents for the Owner. When you book a Property through the Agent you enter into a contract with the Owner of that Property. The Agent is responsible for the administration of your booking, but, except where otherwise stated in these Booking Terms and Conditions, does so solely on behalf of and as Agent for the Owner.
- 1.2 The Owner permits the Guest to occupy the Property for the holiday period shown on the invoice together with the use of its contents. The Guest shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure.

#### 2.0 Booking and Payment Terms

- 2.1 The Guest must be authorised to accept the Booking Terms and Conditions on behalf of all persons named on the Booking Form and Booking Agreement.
- 2.2 Bookings cannot be accepted for persons under 18 years of age.
- 2.3 For bookings made 8 weeks or more in advance, the booking for a holiday will be effective when a deposit of 30% of the total Rent, the signed Contract of Hire and a Booking Fee of £35 are received. The full balance of the total cost of the holiday and the Refundable Security Deposit must be paid not later than 8 weeks before the start of your holiday. Bookings made less than 8 weeks before the start of the holiday must be paid in full at the time of booking.
- 2.4 All reservation Deposits and Booking Fees paid to the Agent are non-refundable.
- 2.5 In addition to the cost of your holiday, the Agent will require a refundable Security Deposit which may be used to cover the cost of breakages, damage, loss or extra cleaning if required and will be returned to the Guest within 14 working days of the end of the holiday. It is the Guest's responsibility to ensure that the Property and its furniture, fixtures, fittings and effects are left in the same state of cleanliness and order as was found at the start of the holiday. The Agent reserves the right to make a charge for any extra cleaning necessary as a result of failure to comply. The Agent will deduct the cost of extra cleaning and/or breakages from the Refundable Security Deposit and forward the balance to the Guest. The Guest shall be responsible for serious loss or damage which occurs to the Property or its contents as a result of their negligence during their occupancy and is also responsible for paying appropriate compensation to the Owner. The Agents/Owners decision is final.
- 2.6 All payments can only be accepted in Pounds Sterling.

#### 3.0 Property Details

- 3.1 The Agent takes every care to ensure the accuracy of the Property description. All information is given in good faith and is believed to be correct at the time of writing, but the Agent cannot be held responsible for changes beyond their control which may become known after publication of this information. In addition, whilst the Agent advertises properties as non-smoking or no pets as instructed by the Owner, we cannot guarantee that fact. The Agent's description of a property shows the amenities available in that property but generally does not state what is not in the property. Please be aware that if a property is advertised as having an enclosed garden, this does not necessarily mean a secure garden but may be enclosed by hedging or open style fencing. Further, the Agent cannot accept liability for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions or the Owner's negligence resulting in loss, injury or accident.

#### **4.0 Cancellation Policy**

4.1 If a Guest wishes to cancel a booking it must notify the Agent as soon as possible firstly by telephone and then in writing. On receipt of the written cancellation, the Agent will endeavour to re book the Property for the whole or part of the period.

4.2 The following conditions prevail on receipt of the written cancellation:

4.2.1 Up to 8 weeks before the start of the Holiday Let the Guest will forfeit the Deposit and the Booking Fee only.

4.2.2 Less than 8 weeks before the start of the Holiday Let the Guest will forfeit the full cost of the holiday plus a Cancellation Fee of £35. The Security Deposit will be returned to the Guest less the Cancellation Fee.

4.2.3 Less than 8 weeks before the start of the Holiday Let and it is possible for the Agent to re let the Property, the Guest will forfeit the Deposit and the Booking Fee but the balance (less the Cancellation Fee, any discount, part payment or expenses incurred by the Agent required to re let) and the Security Deposit will be returned to the Guest.

4.3 If, following a booking, the full balance is not paid on time, the Agent shall have the right to cancel the holiday and to re let the Property.

4.4 It is highly recommended that the Guest has holiday insurance to cover any cancellation.

#### **5.0 Owner's Right to Refuse/Alter**

5.1 The Agent or the Owner may, at their discretion, refuse any booking.

5.2 The Agent on behalf of the Owner may cancel or alter arrangements made for the Guest whether before or during the holiday period provided that such cancellation or alteration is necessary; (i) due to circumstances beyond the reasonable control of the Agent; or (ii) to perform or complete essential remedial or refurbishment works.

5.3 If a booking is altered or cancelled by the Owner due to circumstances beyond all reasonable control, the Agent on the Owner's behalf will take reasonable steps to offer a suitable alternative booking. If the Agent is not able to offer such an alternative or the Guest does not accept the alternative offered, the Agent on the Owner's behalf will return to the Guest the relevant proportion of the money paid by the Guest to the Owner in respect of the Property and will not otherwise be liable for any loss by such alteration or cancellation.

5.4 If a booking is altered or cancelled by the Agent at the Owner's request in order to perform or complete essential remedial or refurbishment works it shall offer the Guest a property in the same price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

5.5 If no such accommodation is available the Agent, on behalf of the Owner, will repay the Guest for the cost of the holiday or the relevant proportion as in Clause 5.3.

#### **6.0 Change of Booking**

6.1 Transferred bookings are not normally permitted eg a transfer from one property to another, a change in the Guest or a transfer from one date to another.

6.2 Please check all details especially the cottage hired and the dates required upon receipt of the confirmation letter to ensure that they are correct as it may not be possible to make changes at a later date. If after your booking has been accepted by us, you require an amendment or re-invoice, there will be a charge.

#### **7.0 Maximum Numbers of Guests**

7.1 Occupation must be limited to the maximum number of persons for the Property stated, in the available beds only, no tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available to each Property and insurance cover.

#### **8.0 Services**

8.1 The holiday price includes all charges for water, gas, electricity or oil. Guests must comply with the instructions found in the Welcome Pack in the Property regarding the appropriate fuel for use on open fires or stoves within the Property. Any damage caused by using inappropriate fuel will be charged to the Guest.

#### **9.0 Liability and Loss of Guest Property**

9.1 The Agent or the Owner is not liable for any loss of property or any other loss or damage caused by it or its representatives or contractors unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party; or where such loss or damage is not a reasonably foreseeable result of any such breach; or where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the Owner.

9.2 The use of Property and amenities, where offered, such as swimming pools, rowing boats, beach huts, climbing frames, trampolines etc. is entirely at the user's risk, and no responsibility can be accepted for injury or death, or loss or damage to the user or to the Guest's personal belongings.

#### **10.0 Right of Entry**

10.1 The Agent and its contractors may occasionally require non emergency access to the Property in order to carry out remedial work or repairs. The Guest will be notified in advance and the Agent will ensure that the time spent in the Property is kept to a minimum.

10.2 If the Guest is staying longer than one week, the Agency may require access, again with approval from the Guest, to provide cleaning and laundry services associated with the Holiday Let.

10.3 In the case of emergency the Agent or its representatives must be allowed immediate access.

#### **11.0 Pets**

11.1 Pets are only permitted if booked into the Property at the time of booking and there will be a charge for each pet.

11.2 Pets are not allowed upstairs, on the furniture especially beds, nor left at any time in the Property unattended. Where possible the pet should be kept in the kitchen or utility areas.

11.3 Assistance dogs are permitted in the Property with prior agreement.

11.4 The Guest is responsible for any damage caused by the pet and for cleaning up after the pet both inside and outside. The Agent reserves the right to charge for extra cleaning if necessary.

11.5 Guests are asked to respect any neighbours in nearby properties, keep their pets under control and avoid excessive noise.

11.6 The Agent does not guarantee that if the Property is advertised as "No Pets Allowed" that the Property has never been occupied by pets.

#### **12.0 Guest Obligations**

12.1 The Guest will be responsible for all payments and for any damage other than normal wear and tear to the Property or its contents.

12.2 The Guest agrees to keep and leave the Property and its contents in the same state of repair and condition, and in a clean and tidy state as at the start of the booking period (with the exception of reasonable wear and tear).

12.3 The Guest must allow the Agent on behalf of the Owner to enter the Property to inspect the state of it, on reasonable notice, except in an emergency when immediate access must be granted.

12.4 The Guest must not use the Property or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on any act that may be a nuisance or annoyance to the Owner or to any neighbours.

12.5 The Guest and their party must comply with any reasonable regulations relating to the Property of which the Guest has written notice. Such regulations may be found in the Welcome Pack in the Property, eg parking, wastes disposal, recycling, use of equipment.

12.6 Smoking is not permitted in any part of the Property.

- 12.7 The use of candles or fireworks by the Guest at the Property is not permitted without prior agreement.
- 12.8 The Guest is expected to recycle where possible all waste and to follow instructions for the removal of refuse during their stay at the Property. It is their responsibility to ensure that there is minimum waste left at the Property on their departure and that any refuse left is sorted for recycling. Clear instructions are available in the Welcome Pack on refuse collections together with the appropriate refuse bags. The Agent reserves the right to charge the Guest for excess rubbish left at the Property at a rate of £5 per black bin bag deductible from your refundable security deposit.
- 12.9 The guest is responsible for taking out holiday insurance.

#### **13.0 Damages and Security Charges**

- 13.1 The Agent recommends that Guests hold personal insurance for accidental damage and personal liability.
- 13.2 If on arrival at the Property the Guest discovers that anything is missing or damaged then this must be reported to the Agent within 24 hours otherwise it will be presumed that the damage/loss was caused by the current Guest and a charge will be made.
- 13.3 The Agent would appreciate it if the Guest or their party would report any breakages, losses or damage to the Property or its contents during their stay so that they can organise replacements or repairs as part of an on going process. This ensures that the Property is maintained to a high standard at all times. Comments on how to improve the Property can be left in the notebooks provided at each Property.
- 13.4 All bookings will be subject to a refundable Security Deposit payable with the final balance. If no damage or breakages happen during your stay, the deposit will be refunded to you in full within 14 days of the end of your stay.

#### **14.0 Occupation**

- 14.1 The Booking Agreement is personal to the Guest. The Guest must not use the Property except for the purpose of a holiday by the Guest and the Guest's party during the holiday period, and not for any other purpose or longer period.
- 14.2 The Property shall be for family use only, not for youth groups or other groups such as stag or hen parties or student parties without prior agreement with the Agent. The Agent on the Owner's behalf reserves the right to charge an additional levy for the use of the Property by such groups. Sleeping in tents, caravans or motor vehicles adjacent to the Property is not permitted.
- 14.3 The Agent, on the Owner's behalf, may refuse or cancel any bookings from parties that may in their reasonable opinion be unsuitable for the Property concerned.
- 14.4 The maximum occupancy of the Property shall not exceed the number stated without prior arrangement with the Agent who reserves the right to make additional charges. If the Guest wishes to hold any function or celebrations exceeding this limit it must first obtain the written permission of the Agent. If permission is granted, an additional charge may be levied.

#### **15.0 Supply of Services**

- 15.1 The Owner or the Agent cannot accept responsibility for a shortage of services, such as water, electricity, gas or other, at the Property where this is a result of an act or omission of the relevant service company or for any other reason outside the Owner's reasonable control.

#### **16.0 Comments/Complaints**

- 16.1 Every reasonable care will be taken to ensure that the Property is presented to the Guest to a high standard. In the event that the Guest finds on arrival at the Property that there is a problem, or cause for complaint, the Guest should immediately contact the Agent. Reasonable steps will then be taken to assist the Guest.
- 16.2 The Agent on the Owners behalf, is committed to ensuring that any problems or complaints the Guest may have whilst at the Property are resolved efficiently and promptly, but as such must be given the opportunity to do so. The Agent will make all reasonable efforts to repair or replace any damaged or broken contents within the Property to the satisfaction of the Guest. Any refusal to notify the Agent or refusal of reasonable rectification may affect the Guest's right to compensation or repayment.
- 16.3 Guests must provide a contact telephone number and suitable time for the Agent to communicate with them about problems or complaints. Guests must allow access to the Property by the Agent or its contractors to resolve problems or complaints. If the problem or complaint remains unresolved, the Guest must contact the Agent again. The Guest must not independently move to other accommodation without first allowing the Agent the reasonable opportunity to assist in resolving the complaint or problem. If the Guest does so, or refuses reasonable rectification, the Guest may affect their rights to compensation or repayment.
- 16.4 Under no circumstances will complaints be dealt with if received after the holiday has ended.
- 16.5 If the Agent has to visit the property in order for a complaint/problem to be resolved in relation to your booking there will a charge of £25 per hour should it not be the fault of the Property or the Owner but of the Guest and will be deducted from the Security Deposit

#### **17.0 Arrival and Departure Time**

- 17.1 The Guest and their party must arrive after the Arrival Time of 3.30pm, (4pm at Kingston Barns) on the first day of the holiday period and depart before the Departure Time of 10 am on the last day of the holiday period. Any stay that extends over this period will be subject to a charge being made for additional hours. This is important so that the Agent and its representatives have time to service the Property and prepare it for the next Holiday Let.
- 17.2 The Guest will be issued with a set of keys to the Property on the first day of the holiday period and the Guest must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set of £50. This will be deducted from the refundable Security Deposit.
- 17.3 Some properties may have a key safe in which case the Guest will be given the key safe number prior to their arrival. The Guest is advised to use the key safe during their stay. On the date of departure, the keys must be placed back in the key safe and the security number jumbled.
- 17.4 Directions and key collection details will be sent to the Guest on receipt of the final payment.

#### **18.0 Right to Evict**

- 18.1 The Agent reserves the right to terminate the Contract of Hire on notice, and in such case the Guest and their party must leave the Property (without compensation being payable to the Guest or any member of their party), if there is a serious breach of this agreement; or their behaviour endangers the safety of others; or any complaints are made of anti-social behaviour; or unreasonable breakages or damage occurs; or smoking restrictions are not observed.

#### **19.0 Indemnify**

- 19.1 The Guest shall be liable for and indemnify the Agent on behalf of the Owner against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by the Agent on the Owner's behalf arising from the Guest's use or occupation of the Property which arise from any breach by the Guest of his or her obligations under the Agreement or from any negligence or wilful default of the Guest and/or the Guest's party.

#### **20.0 Governing Law**

- 20.1 The construction, validity and performance of this agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

