

# **Wightsands Holiday Lets**

## **Booking Terms and Conditions**

Your contract is with Paul and Eileen Brimstone ('we', 'us' and 'our' in these booking conditions) for the property known either as Appleysands or Wightsands. References to 'you' or 'your' are references to the person making the booking and all members of the holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your statutory rights.

### **1. Making your booking**

When you book this property with us you should return the completed Booking Form to us together with your payment for the initial deposit. Please note that the Initial Deposit is only refundable if you cancel your booking within seven days of receiving our written email confirmation of your booking.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

**We strongly advise that you take out an adequate [Holiday Insurance Policy](#) to cover you for any cancellations.**

Should you leave the property for illness or any other reason before the holiday is over then we are unable to refund in money or unused nights. Please make a claim via your travel insurance.

Once the completed Booking Form and the Initial deposit have been received and accepted by us, we will issue you with our written/ email confirmation. The contract between us will only be formed when we send you our written/email confirmation and are subject to these terms and conditions. We reserve the right to refuse any bookings prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

### **2. Paying for your booking**

You are required to send us your payment for the balance of the Rental and the Damage Deposit at least eight weeks prior to the Arrival Date as set out in the Booking form. If you fail to make a payment due to us in full and on time we will treat your booking as cancelled by you. We will then re advertise those dates. The deposit paid by you will only be refunded if the full term can be re let at the full price. If the term is re let as a late discount booking then some/all of the deposit will be kept to make up the short fall.

We are not obliged to defer the balance payment in any circumstances.

We will hold the Damage Deposit to be applied against reasonable cleaning and/or replacement of the property, furnishing, fixtures and fittings. We will return the Damage Deposit to you within 7 days, less any deductions in accordance with the conditions listed above.

Any charges incurred by your payment method will be charged to you. We will deduct the payment charges from your damage deposit. This will also include any charges incurred when returning your damage deposit.

### 3. If you cancel or amend your booking

If you need to cancel or amend your booking you must e-mail/telephone us on the number shown on your Booking Form as soon as possible.

You will also be required to confirm your cancellation in writing or by email to the address shown on your Booking Form. A cancellation will not take effect until we receive written confirmation by you.

If you cancel your booking within seven days of receiving our written /email confirmation, we will refund the balance of any money you have paid to us.

We strongly recommend that you take out UK travel insurance for you and each member of your party to cover an inability to travel or a disinclination to travel to the property. Reasons may include, but is not limited to – Illness (including Covid)a requirement or recommendation to self isolate or quarantine, shielding, jury service, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown or public transport delays. These remain at your own risk and do not give rise to a right to cancel or to receive a refund unless we re let the property, other than according to the sliding scale as set out below,

Number of days before start of holiday that notification of cancellation is received	% of total booking value payable by Customer
More than 90 days	5% of booking costs
60-89 days	40%
45-59 days	50%
30-44 days	75%
3-29 days	90%
0-2 days	100%

**Please ensure that you take out UK travel insurance to cover these eventualities. If you choose not to take out adequate insurance then you accept responsibility for any loss that you may incur due to your cancellation.**

Once a written cancellation is received payment based on the sliding scale will be allocated.

We will re market your holiday dates to try and obtain a replacement booking. If we can secure a replacement booking we will refund less a 5% booking fee and less the difference in price between your original booking price and the new discounted booking price.

#### **Example**

£1000 booking, fully paid, cancelled and re let at £900

Customer refunded £1000 less 5% booking fee = £950 then minus £100 re booking discount = refund of £850.

#### **4. If we cancel or amend your booking**

We would not expect to have to make any changes to your booking, but sometimes problems may occur and we may have to make alterations or possibly even cancel a booking. Regrettably an act of God or a problem that cannot be immediately solved may result in having to terminate your stay with us.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us. We are not obliged to find you alternative accommodation or refund any other expenses such as travel expenses.

#### **5. Your accommodation**

You can arrive at your accommodation after 15.00 hours on the Arrival Date of your holiday and you must vacate by 10.00 hours on the Departure Date.

A late departure may incur an additional payment of £5 for every 5 minutes after 10.00am which will be deducted from your damage deposit.

If your arrival will be delayed then please ring me on 07523386466 so that alternative arrangements can be made.

#### **6. Your obligations**

You agree to keep and leave the Property in a similar clean and tidy condition as you find it. A normal clean is included but any additional time will have to be charged as extra, eg, the dishes and pans should be washed and put away and furniture left in the same place you found it.

Wi-fi is provided free of charge. Please do not download any illegal material whilst staying at Appleysands. Please be aware that we will co operate with any authority investigating illegal downloads .

Electric cars should be charged up at appropriate electrical points and not charged up from the electrical supply of the house. The nearest charge point is on Ryde seafront outside near LA Bowl

You agree neither to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to the neighbours or us.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance.

You cannot allow extra people to stay in the property other than those named on the Booking Form, nor can you change the makeup of the party during your stay in the property. Only the guests named on the booking form can use the facilities at the property.

**Pets are not allowed except assistance dogs. Proof will be required that it is a working Assistance dog.**

**This is a no smoking property.**

Should you break these conditions, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs. We require that you inform us of any problems as soon as is possible so that we have the opportunity to correct them.

Children must be supervised at all times inside and outside of the property. Parents are responsible for supervising children when playing in the play den and when playing with toys. Recommended play age with our toys is 3+, should you wish to let younger children play with the toys then this is at your own discretion and we do not accept any liability for accidents that may occur.

We do ask that no ball games are played at the property in respect of our neighbours and fences. Appley park is a large open space suitable for ball games and is only one minute away.

## **7. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact me if any problem arises so that it can be speedily resolved.

We will not be liable for any loss, damage or injury incurred at the property, or through the use of any equipment or facilities, other than death or personal injury arising as a consequence of our gross negligence. Under no circumstances will our liability exceed the amount paid by you for the rental period. Please ensure you have adequate personal liability and medical insurance in effect during your stay.

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue, which arises between us, will be dealt with by the Courts of England and Wales.

## **8. Data Protection Policy**

General Data Protection Regulations came into force on 25<sup>th</sup> May 2018. Please see Wightsands/Appleysands Data protection Policy that will be attached to your booking form for information on how/what we store for how long and when/how we delete it.

**A copy of this contract will have been sent with your booking form.**

*Thank you for choosing 'Wightsands' for your holiday.*