

## Seagreen View Terms and Conditions.

By placing a booking directly with us, you and your booking party (referred to as Guests herein after) agree to the following terms and conditions as set out below.

Please ensure you read and fully understand these terms and conditions.

If anything is unclear, please contact us so we can explain in further detail to avoid any misunderstandings.

**1. Your Contract - Your contract is between You and Us**

You – the person making the booking with us as the lead guest for and on behalf of your booking party.

Us – Melanie Bray, the owner of Seagreen View Holiday Home.

**2. Your Contract With Us.**

A contract between You and Us will come into existence when you have paid the deposit or full payment if full payment is required upon booking.

The contract binds You and all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract, as set out in these terms and conditions.

This contract is entered into on the basis that the property is to be occupied by You and your party for a holiday (as referred to in the Housing Act 1988 Schedule 1 paragraph 9) and You and your party acknowledge that this contract does not constitute an assured tenancy and that no statutory periodic tenancy will arise when it ends.

You must be over the age of 18 years to make a booking with Us. Any pets You or your party intend to take with you should be declared at the time of booking and must be listed on your booking information.

**3. Deposit.**

A deposit of £100 is payable at the time of booking. Bookings made less than four weeks before the arrival date must be paid in full. Deposits are non-refundable unless we are able to accept the booking, and as specified below.

The selected dates will not be removed from our availability until this is paid and may be sold to another party.

On booking, we will need the name, address and contact telephone number of the lead booker. We will also need the number of guests in your party, and for guests under the age

of 18, we will need the age at the time of the stay. We will also require the number of dogs/pets in your party. For pets other than dogs, contact us to confirm they will be accepted.

We reserve the right to cancel or refuse a booking, should we choose to do so, without any explanation. In this situation, any payments made will be refunded.

The named booker is responsible for all payments and is responsible for passing on any correspondence to other members of the party.

**4. Balance Payment.**

Your balance payment is payable no later than 3 months before your arrival date. If a booking is made for a stay within this time period, an appropriate date of balance payment will be discussed.

We reserve the right to cancel your booking and re-let the Property should we not receive your balance payment with this time scale. In these circumstances, your deposit will be forfeited, however, you will have no further liability to Us for any further payment.

Non-communication will result in the booking being automatically forfeited with no refund offered.

No entry to the Property will be allowed without full payment being cleared.

**5. Owner's Responsibilities.**

We shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance at the Property.

No compensation will be given for any temporary outage of electricity, gas, water, internet connection or television service.

We are not responsible for the loss of any personal belongings or valuables belonging to You or any members of your party, and any cars parked at the Property, shall be at your own risk.

Whilst every effort is made to provide the amenities advertised, no liability will fall on Us should restrictions be applied in the event of circumstances outside their control.

**6. Your Responsibilities.**

You shall keep the Property and all the furniture, fixtures, fittings and effects, on or at the Property in the same state of repair as at the commencement of the holiday, and shall leave the Property in the same state of cleanliness and general order in which it was found. You must report to us and pay to Us the cost of any damage or breakages made during your holiday occupancy.

Sub-letting is not allowed.

We reserve the right to charge the lead guest for any damages caused through the course of a booking by any member of the booking party. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings. Any accidental damages should be reported as soon as possible in order to minimise damage and associated costs. Lost keys will incur a replacement charge.

You should ensure that the Property is kept secure at all times. This includes ensuring all windows and doors are closed/locked when the property is left unoccupied.

Guests are responsible for the safety and security of the children at all times. Under no circumstances should children be left without adult supervision.

It is Your responsibility to remove all waste to the outside bins and to ensure the correct bin is chosen. Any fine for not following the council recycling guidelines will be passed on to the party leader.

You and your party agree to abide by all the house rules, notified to You before you check in at the Property (listed in the attachment to your check in details email).

#### **DOGS/PETS**

Dogs must not be left alone in the property for more than three hours. If we are made aware that a dog has been left in the property for longer than 3 hours, then all guests will be asked to leave without the offer of a refund.

Flea treatments must be up to date. If it is necessary to close the property due to a flea infestation following your stay, You will be liable for the treatment of the infestation and also the loss of income incurred with the closure of the property.

#### **Prohibited Items/activities:**

1. Fireworks and Chinese Lanterns
2. Hair Dye
3. Smoking/Vaping
4. Candles/tealights/ethanol burners
5. Drugs
6. 3<sup>rd</sup> Party Equipment e.g hot tubs
7. Electric Vehicle Charging
8. Charging of e-scooters/e-bikes
9. Altering boiler controls
10. Portable Heaters
11. Deep Fat Fryers

#### **Your right to occupy the Property may be forfeited without compensation if:**

1. More people or pets than declared to us at the time of booking or before the commencement of the holiday attempt to take up occupancy.
2. Any activity is undertaken which is illegal, or may foreseeably cause damage to the property or cause disturbance to neighbouring houses.

3. You or your party fail to comply with the House Rules.

**7. Cancellations.**

The balance must be paid no later than 3 months before the commencement of your holiday (unless an alternative date has been arranged). If the balance is not received by the due date, then your holiday will be treated as a cancellation and no refund of your deposit will be made.

All cancellations must be notified in writing. If you cancel your stay prior to the payment of the balance, your deposit will be non-refundable and no more payments will be required. If you cancel your stay after the payment of the balance, your balance will only be refunded if the dates can be re-booked.

We strongly advise that you take out comprehensive holiday insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

Your booking will not be cancelled by us except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

**8. Access to the Property.**

We or our appointed agents, shall be allowed access to the Property at any reasonable time during any holiday occupancy.

**9. Check In/out times.**

Unless otherwise agreed in writing with us, You and your party must check-in and check-out by the times stated below.

Check In from 4pm on day of arrival.

Check Out by 10am on day of departure. (Late departure will result in an extra charge)

**10. Internet Access and Appropriate Usage Policy.**

WIFI Internet is provided for use during your stay at the Property. Access provided is intended for general use such as access to the world wide web, email, messaging, social media, light video/music/media streaming. It is not ideally suited for heavy media streaming, online gaming, extensive downloads/uploads. Access to illegal activity or use of our network for illegal activity is prohibited and will be reported to local authorities.

We take no responsibility for any use of personal accounts through the internet service and ask that guest log out of any personal accounts by departure day.

**11. Complaints Procedure.**

In the event of there being cause for complaint concerning our Property, please raise the same within 24 hours of your arrival at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required.

In no circumstances, will compensation be considered for complaints raised after the holiday has ended in circumstances where we have been denied the opportunity of investigating and remedying any issues complained of.

**12. Your Personal Details.**

We are required to keep a register of guests over the age of 16 who stay with us, this includes full names and nationality, and/or passport numbers, place of issue, details of next destination if they are non-British, Irish or Commonwealth guests. This is in accordance with the immigration (Hotel Records) order, 1972. These records are kept for a minimum of 12 months and in accordance with the DPA (Data Protection Act 1998) and the GDPR (General Data Protection Regulation).

**13. Legal.**

This contract represents the entire agreement between You and Us.

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English Law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.