



Tennyson Island Lettings Ltd

PROPERTY BOOKING TERMS AND CONDITIONS

2021

Definitions

- 'the Owner' means the owners of the property Tennyson Island Lettings Ltd
- 'the Property' means the Owner's property as described in the website/brochure Court Lodge, Court Road, Freshwater, Isle of Wight, PO00 9LC
- 'you' means the person booking a holiday in accordance with these conditions.
- 'the Commencement Date' means the date of commencement of the Holiday Period as confirmed by the Owner.
- 'the Departure date' means the date of the end of the Holiday Period as confirmed by the Owner.
- 'The Holiday Period' means the period from 4.00 pm on the Commencement Date until 10.00 am on the Departure Date unless otherwise stated or agreed between you and the Owner.
- 'the Holiday Rental' means the total rental due and payable for the Holiday Period and exclusive of security deposit and other extras.
- 'Notice in writing' means the notice by post or by email to the Address given to confirm the booking. A notice given in accordance with these Conditions is deemed to be both given and received: if posted: on the 2nd (or when sent by airmail) business day after the date of posting; if transmitted by email; on the date and time shown on the delivery receipt retained by the sender.

Detailed below are the terms upon which the Owner of the Property, agrees to allow you to occupy and use the Property for the purpose of short-term holiday accommodation. By booking your holiday with the owner you agree to the following terms and conditions:

Nature of Agreement

A licence under these Conditions is granted by the Owner to you for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to an assured shorthold 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 Period ends.

Use

The licence under the Conditions is personal to you. You must not use the property except for the

purpose of a holiday during the Holiday Period, and not for a longer period. If you or any members of your party fails to vacate after the Holiday Period, the Owner shall be entitled, apart from other remedies to charge you a fee proportionate to the Holiday Rental for the continued period of occupation.

Contract and Applicable Law

This contract will be entered into and will become binding upon you when the Owner places in the post to you or sends via email a written booking confirmation. This contract shall be governed by and subject to the laws of England and Wales and any dispute arising between you and the Owner shall be submitted to the exclusive jurisdiction of the Courts in England and Wales.

As the person completing/confirming the booking you must certify that you are over 18 years of age and that at least one member of your party is over 21 years. You must be a member of the occupying party and authorised to agree to the Booking Conditions on behalf of all your party members. You must also agree to take responsibility for all members of the party including any payment default or change in personal circumstances.

The use of the Property for the purpose of a hen/stag party is not permitted unless otherwise agreed by the Owner.

Booking and Payment

A booking is only accepted by the Owner on the official Holiday Booking Form or by supply of all relevant booking details via our website or by telephone.

All bookings must be accompanied by the Booking Deposit (30% of the Holiday Rental fee) or if the booking is made later than 9 weeks before the Commencement Date the total Holiday Rental fee.

Upon receipt of the Booking Deposit and completed booking form the Owner will then confirm the booking by notice in writing, whereupon (if the total fees have not already been paid) you are liable for the total Holiday Rental fee which must be paid at least 9 weeks before the Commencement Date .

A precautionary security deposit of £200 against damage/breakages is also payable 8 weeks before the commencement date. This is returnable following your departure subject to no damage/breakages.

Non-Payment of the balance of the rental on or before the due date shall be construed as a cancellation of the contract by the customer.

All Holiday Rental fees shown on the websites/brochure or any other communication are per week unless stated otherwise. The Owner reserves the right to adjust the quoted prices due to errors or omissions.

When and where offered Short Breaks constitute a minimum of three consecutive nights

Payment can only be accepted in pounds sterling by BACS transfer. The Owner does not accept credit/debit cards

Security Deposit

A security deposit is payable at the same time and in addition to the payment of the Holiday Rental fee. The Security deposit is held by the Owner to cover any losses, damages and /or additional cleaning charges if the Property is left in an unsatisfactory condition. The security deposit will be refunded within 7 days of departure subject to deductions necessary by reason of your or any member of your party's breach of your obligations in clause 'Obligations'

Non-availability of Property as booked

We would only cancel your stay if the Property was unavailable for reasons beyond our reasonable control (e.g. Fire, flood etc). We would attempt to offer you alternative accommodation; however, if this was either not possible or not acceptable to you, then we would refund to you all monies paid to us. Our liability to you would not extend beyond this refund. You would have no other claim against the Owner.

Number of Persons in the Property

The number of persons occupying the Property must not exceed the maximum number stipulated in the brochure/website. The Owner reserves the right to refuse entry to the entire party if this condition is not observed. Maximum number of occupants is 7.

Damage and Breakages

You are responsible, whether caused directly or indirectly, for the cost of any breakages or damages to the Property and its contents. In the event of damage to the Property you will on an indemnity basis reimburse the Owner the cost of the repairing the damage. In the case of breakages you will on an indemnity basis reimburse the Owner the cost of replacing (as new) or repairing

the damaged item or items. Please report damages/breakages to the Owner before you leave.

Website and Brochure

We make every effort to ensure that the information and Property description contained on our website and in our brochure is accurate. We do however reserve the right to make changes and we accept no liability for inaccuracies.

Every effort will be made to ensure the standard described for the property and all items of equipment described and supplied are in good working order. However, no guarantee is given or liability accepted if any breakdown occurs. Repairs are always affected as soon as possible, although inevitably delays do occur.

Dogs/Pets

One dog is permitted at the property provided it has been agreed in advance with the owner and the additional cleaning fee agreed.

Any other pets are strictly not permitted at the Property,

Smoking

The Property operates a NO SMOKING policy. You must be aware that even though the Property operates a strict NO SMOKING POLICY it cannot be guaranteed that the Property has not been smoked in in the past.

Children

You must accept responsibility for the safety of your children. The Owner is not able to accept any responsibility for the safety of children.

Parking Cars should be parked in the drive of the Property and not on the lane verges outside of the property as these are a public right of access.

Miscellaneous

These terms and conditions override and supersede all previous versions in any previous course of dealing between the Owner and you. In the event of any inconsistency between these terms & conditions and any other literature whether found on the property website or otherwise, the provisions of these terms & conditions will prevail. If any of these terms & conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provisions shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining

provisions of this agreement and shall not in any way affect any other circumstances or of the validity or enforcement of these terms & conditions. The Owner does not warrant and is not responsible for the accuracy of any verbal information given or statements made by their or any of their servants or agents.

Data Protection

The Owner will only use any personal information provided by you for the purpose of making available and managing the property, or for informing you of the availability of similar services unless you otherwise agree you can correct any information or ask for information about you to be deleted by giving written notice to the Owner.

Deposits, Cancellations and Transfers

A deposit of 30% of the Holiday Rental fee is payable at the time of the booking, the balance being due nine weeks before the Commencement date. Should we not receive the balance by the due date then we will attempt to contact you using the contact details with which we have been supplied, but it nonetheless remains your responsibility to ensure the balance is paid on time. If we have still not received the balance one week after the due date, then the booking will be deemed to have been cancelled, the deposit will be forfeit and we will be free to rebook the property.

When a booking is cancelled, the percentage of the booking fee charged as a cancellation fee (i.e. not refunded) will depend upon the amount of time still to elapse before the arrival date as per the following table.

0-2 weeks	100% of booking fee
3-4 weeks	75% of booking fee
5-7 weeks	50% of booking fee
8-12 weeks	30% of booking fee
13 or more	20% of booking fee

In the case of transfers, there is no penalty provided the new booking fee is transferred to an alternative date. If the new booking fee exceeds the price of the old one the difference will be applied. If the new Booking fee is less than the difference is forfeit as a transfer fee. However, if we manage to rebook the property following a cancellation, the deposit and/or booking fee will be reimbursed.

Holiday Cancellation Insurance

Cancellation Insurance is not included in the Holiday Rental fee or provided for by the Owner.