



# Scallop Shell Cottage

Booking Terms & conditions

2020/2021

## Definitions

In these conditions:

- 'the Owner' means the owner of the property Lorna Wright
- 'the Property' means the Owners property as described in the website/brochure: Scallop Shell Cottage, Pan Lane, Niton, Isle of Wight ,PO38 2BU.
- '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 2.30 pm on the Commencement Date until 10.00 a.m 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 2<sup>nd</sup> (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 Lorna Wright 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 Lorna Wright 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 of hire

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 Owners reserves the right to decline a booking from a single sex party. 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 (50% of the Holiday Rental fee) or if the booking is made later than 12 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 which must be paid at least 12 weeks before the Commencement Date without further demand.

The balance of the Holiday Rental fee is due twelve weeks the Commencement Date, together with a cautionary security deposit of £100 against damage/breakages. This is returnable following your departure.

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.

No further reminders for payment will be sent after the booking confirmation.

All Holiday Rental rates shown on the website/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 or changes in VAT rates.

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

Payment can only be accepted by cheque if it is denominated in sterling British pounds and received no less than two weeks before the commencement of the rental. All payments shall be made to Lorna Wright at the address at the top of the booking form.

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 14 days of departure subject to deductions necessary by reason of your or any member of your party's breach your obligations in clause 'Obligations'

## Cancellation and Insurance

Once you have booked your holiday, our agreement with you is a legal contract. Any cancellations must be made in writing to Lorna Wright. If the booking is cancelled within two weeks of the arrival date, the entire rental fee will be forfeit. For cancellations made prior to two weeks before the arrival date, a percentage of the rental fee will be refundable, the percentage being calculated according to a sliding scale and increasing with the length of time between the cancellation and the arrival date. The amount of the cancellation fee constitutes reasonable estimated losses arising out of the cancellation. For full details of our policy regarding cancellations and movement of bookings see Cancellation Policy details at the end of the Booking Terms & Conditions.

For these reasons we strongly recommend that you take out cancellation insurance for your holiday.

## Holiday Cancellation Insurance

Cancellation Insurance is not included in the Holiday Rental fee or provided for by the Owner. It is strongly recommended that you take out such to protect against the cancellation penalty. This is not compulsory.

## VAT

The Property and Owner (Lorna Wright) is not VAT registered

## Non-availability of Property as booked

We would only cancel your stay if the Property was unavailable for reasons beyond our reasonable control (eg. Fire, flood)

. 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.

### Arrival & Late Arrival

The Property will be ready for you from 2.30pm on the Commencement date of your Holiday Period, unless otherwise agreed in advance with the Owner.

If you expect to arrive very late at the Property please advise the Owner who can make arrangements for your arrival (to put garden & porch lights on). No liability is accepted if you cannot gain access to the property in the dark and if no notice is provided. We strongly suggest that you arrive as near to the offered arrival time as possible or notify us of a late arrival with sufficient notice.

### Departure

We require that you vacate the cottage by 10am on the morning of your departure. We ask that you leave the property in a clean and tidy condition.

### Care of the Property

We ask you to take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning.

We ask you not to do or permit anything on the premises which might cause a nuisance to the owner or neighbours.

The property and its fixtures and fittings must be cleaned by the tenant prior to departure. The tenant is responsible for any damages or breakages which should be reported to the owner Lorna Wright during the period of occupancy. Such losses or additional cleaning charges (if the property is left in an unsatisfactory condition will be billed to the tenant or deducted from the tenant's security deposit.

We cannot accept responsibility for work taking place outside the boundary of the property nor any noise or nuisance arising from works over which we the owners of Scallop Shell Cottage have no control. In addition, we are not liable if the facilities contracted to the owner, are not available through no fault of the owner.

### Liability

The Owner shall not be liable and cannot accept responsibility for any death or personal injury to persons unless this results from an act of neglect or breach of statutory duty by the Owner or any of their employees' or contractors, or agents of the same, whilst acting in the course of their employment. This includes loss or damage to vehicles and their contents, and to the personal possessions you bring with you.

Lorna Wright, her employees and agents will not be liable for any loss or damage suffered by the Customer or any member of the Customer's party or to their property, except where such loss or damage is due to the negligence of Lorna Wright her employees or agents. In those circumstances, the liability of Lorna Wright to you will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from such negligence, Lorna Wrights total liability to you in respect of any breach of the terms and conditions or tort or other act or omission by Lorna Wright, her servants or agents in connection with this agreement shall be limited in aggregate to the price agreed to be paid by the Customer for the right to use the property for the period agreed.

You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner in respect to loss or damage to such personal property except where the damage or loss is caused by neglect or breach of statutory duty by the Owner or an Agency or that of any of their employees (providing they were at the time acting in the course of their employment).

Every effort is made to ensure that all items of equipment described by the Owner are in good working order; however, no guarantee is given or liability accepted if breakdowns occur before or during a holiday. Whilst the Owner will endeavour to organize repairs or replacements as quickly as possible, delays inevitably do occur, particularly during the main season or during inclement weather conditions.

### Disabilities

I the Owner recognise my responsibility under the Disability Discrimination Act 1995 not to discriminate against disabled people in any way.

An Access Statement is available for the Property on our website with detailed accessibility information. Due to the age of the Property and location of the Property it may be unsuitable for people with mobility difficulties. It is your responsibility to state on the Booking Form or in writing to the Owner the nature of a disability of any member of your party prior to booking. If the Owner considers the Property unsuitable for a disabled person the Owner will advise you at the time of booking.

### Allergies

If you or any member of your party suffers from an allergy of any description you must inform the Owner at the time of booking your holiday. The Owner cannot guarantee that the Property will be free from any substance which may cause an allergic reaction and in particular that a cat or dog has not strayed into the Property at some time in the past. The Owner will not be liable for any symptom you or any member of your party may suffer as a result of an allergic reaction.

### Complaints

Should you find any faults or have any complaint in respect of the Property during your holiday, please advise the Owner immediately to ensure sufficient time is allowed to investigate and/or take the necessary remedial action. In the case of a serious problem please confirm this in writing.

No compensation will be offered if you deny the Owner the opportunity to rectify matters during the Holiday Period.

The Owner cannot accept responsibility for work taking place outside the boundary of the Property, nor for noise or nuisance resulting from third party activity over which the Owner has no control or prior knowledge.

### Early Termination

Your contract may be terminated before the end of the Holiday Period by the Owner giving you notice only in the event of you being in material breach of the terms of these Conditions or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of termination otherwise than by a reason by your default the Owner shall return to you the appropriate proportion of the Holiday Rental attributable to the unexpired remained of the Holiday Period.

### Number of Persons in the Property

The number of persons occupying the property must not exceed the maximum number stipulated in the brochure/website. Lorna Wright reserves the right to refuse entry to the entire party if this condition is not observed. Maximum number of occupants is 6.

### Damage and Breakages

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

Please report damages/breakages to Lorna Wright before you leave.

### Web Site and Brochure

We make every effort to ensure that the information and cottage description contained on our web site and in our brochure is accurate. We do however reserve the right to make small changes and we accept no liability for minor 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

Regrettably dogs and other pets are strictly not permitted at the Property, Scallop Shell Cottage. You must be aware that even though the Property does not accept pets, it cannot be guaranteed that the Property has not had animals there in the past.

### Smoking

Scallop Shell Cottage operates a NO SMOKING policy.

### Children

Guests must accept responsibility for the safety of their children.

### Parking

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

### Right of Entry

Lorna Wright and her employees or agents shall be allowed the right of entry to the property at all reasonable times for the purpose of inspection or to carry out any necessary repairs or maintenance.

### Miscellaneous

These terms and conditions override and supersede all previous versions in any previous course of dealing between Lorna Wright and the Customer. In the event of any inconsistency between these terms & conditions and any other literature whether found on Scallop Shell Cottage 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. Lorna Wright does not warrant and is not responsible for the accuracy of any verbal information given or statements made by her or any of her servants or agents.

### Cancellation Policy

#### Deposits, Cancellations and Transfers

A deposit of 50% of the booking fee is payable at the time of the booking, the balance being due twelve weeks before the arrival date.

The balance will be collected automatically if we hold the guest's credit card details, but if the deposit was paid by some other method, then the guest must remit the balance so that we receive the payment by the due date.

Should we not receive the balance by the due date (or should the credit card company refuse the payment if the deposit was paid by that method) then we will attempt to contact the guest using the contact details with which we have been supplied, but it nonetheless remains the guest's responsibility to ensure the balance is paid on time.

If we have still not received the balance three weeks 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
2-4 weeks	90% of booking fee
4-6 weeks	80% of booking fee
6-8 weeks	70% of booking fee
8-10 weeks	60% of booking fee
10-13 weeks	50% of booking fee
13-16 weeks	80% of deposit
16-20 weeks	60% of deposit
20 weeks and over	40% of deposit

In the case of transfers, there is no penalty provided the new booking fee exceeds the price of the old one and the transfer is to an earlier date.

If the transfer is to an earlier date but the new booking fee is less than the old one then the difference is treated as a cancellation as per the above table.

If the transfer is to a later date but the new booking fee exceeds the price of the old one, then it is treated as a cancellation as per the above table, except that the percentage total of the booking fee charged as a cancellation fee (i.e. not refunded) is the difference between

- the percentage that would have been charged as per the table for the old booking had it been cancelled rather than transferred and
- the percentage that would have been charged as per the table for the new booking if the new booking had been cancelled on the date of the transfer.

For example, if a booking with a week to go before the arrival date is moved to a date three weeks away then the cancellation fee would be 10%, as the difference between a cancellation 1 week away (0-2 weeks i.e. 100% per the table) and a cancellation 3 weeks away (2-4 weeks i.e. 90% per the table) is 10%.

Where the transfer is to a later date and the new booking is less in price than the cancelled one, the difference is treated as a straightforward cancellation as per the above table. The rest of the price of the cancelled booking is dealt with as per 3. above.