



Scallop Shell Cottage

Booking Terms & conditions

2021

including new Covid 19 regulations

We strongly advise that you take out travel insurance to cover your holiday should you need to cancel due to a change in circumstances.

Our usual T&C's apply unless there is a Government restrictions mandate that by law does not allow travel.

Definitions

In these Conditions:

- 'the Owner' means the owner of the property Lorna Wright
- 'the Property' means the Owner's 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 5pm on the Commencement Date until 9.00a.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 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 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 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 (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 prior to the Commencement Date, together with a cautionary security deposit of £200 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 you.

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 BACS or 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 under the rental agreement.

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 the Owner. If the booking is cancelled within two weeks of the arrival date, the entire rental fee will be forfeited. 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 5pm 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 9am 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 you prior to departure. You are responsible for any damages or breakages which should be reported to the Owner during the period of occupancy. Such losses or additional cleaning charges (if the property is left in an unsatisfactory condition) will be billed to you or deducted from your 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 the Owner of Scallop Shell Cottage has 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.

The Owner, her employees and agents will not be liable for any loss or damage suffered by you or any member of your party or to their property, except where such loss or damage is due to the negligence of the Owner, her employees or agents. In those circumstances, the liability of the Owner 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, the Owner has total liability to you in respect of any breach of the terms and conditions or other act or omission by the Owner, 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 endeavor 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.

Any complaint must be made during the time of your stay so that it can be investigated and remedied as soon as possible. Complaints will not be accepted or dealt with after the holiday.

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 period of the Holiday Rental.

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 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 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.

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 rectified 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

The Owner 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 the Owner and you. 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. The Owner 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 Commencement Date.

The balance of the Holiday Rental must be paid in full by you by the due date and 12 weeks in advance of 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 three weeks after the due date, then the booking will be deemed to have been cancelled, the deposit will be forfeited and we will be free to rebook the property.

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

0-2 weeks	100% of Holiday Rental fee
2-4 weeks	90% of Holiday Rental fee
4-6 weeks	80% of Holiday Rental fee
6-8 weeks	70% of Holiday Rental fee
8-10 weeks	60% of Holiday Rental fee
10-13 weeks	50% of Holiday Rental fee
13-16 weeks	50% of Booking Deposit

For bookings cancelled less than 16 weeks before the Commencement Date, every effort will be made to re-let the property in which case your booking deposit/weekly charge will be refunded. If, however, the property is not re-let, you are liable for the costs as detailed above.

If you cancel your booking after the booking Commencement Date, we will not issue any refund for any remaining nights of your Holiday Period. To clarify, this includes when you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness.

WE STRONGLY RECOMMEND TAKING OUT HOLIDAY INSURANCE TO COVER YOU IF YOU ARE NOT ABLE TO TAKE THE HOLIDAY FOR ANY REASON.

Booking Changes

If you want to change any detail of your confirmed booking you must let the Owner know by telephone, by email or in writing as soon as possible. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any of your change requests. Any reduction in the number of nights will be treated as a partial cancellation and cancellation charges will apply. No refunds are payable in the event you cut short your stay.

In the case of agreed transfers, there is no penalty provided the new Holiday Rental 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 Holiday Rental 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 Holiday Rental 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 Holiday Rental fee charged as a cancellation fee (i.e. not refunded) is the difference between.

a) the percentage that would have been charged as per the table for the old booking had it been cancelled rather than transferred and

b) 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 above.

Transfers and refunds in full are only applicable without the above penalties if there is Government legislation that prevents travel.

Cancellations due to Government Public Health measures

If you have to cancel your booking because UK government public health measures mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to:

- Transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;
- Obtain a refund of the amount already paid by you for the booking.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or which significantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. Please note that your right to cancel in these circumstances will only apply where the UK Government and Foreign & Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This above exemption to permitted cancellations does not apply to illness from a communicable disease contracted whilst on in the Holiday Period nor does it apply to the contraction of a communicable disease prior to your Commencement Date.

COVID 19 Additional Terms of Occupancy During Pandemic/Epidemic Extended T&C's and Advice

For the protection of all concerned and in order to comply with the Government requirements for accommodation, the following terms & conditions relate to bookings taking place during the on-going pandemic. We will review these terms from time to time as necessary and the decision as to when they end will be at our discretion and in-line with Government advice.

Please adhere to government guidelines on reporting and managing potential infection.

If you or any member of your holiday party have any of the symptoms of Covid 19 prior to your holiday date, please be responsible and seek the necessary medical advice and if need be please do not travel and self-isolate at your primary residence.

Please inform us as a matter of urgency if you are unable to travel or make your booking.

If you are not able to travel or take your holiday due to Covid-19 or any other circumstances our Conditions for cancellation of a booking stand and you need to inform your travel insurance company of your situation. We cannot be liable for any costs that you incur in cancelling the holiday nor can we refund the cost of the cancelled holiday because of Covid-19.

If we are able to resell the cancelled week we will be able to refund your holiday cost but if we cannot refill the cancelled dates you will be liable for the booking charge in full. Please refer to our Conditions for cancellation above.

We will need you to provide, names, telephone numbers and email addresses of everyone in the party if you have not already supplied these (i.e. Accompanying parents/grandparents, husbands, wives and any other member of the party over 18 years old), so that we can pass this onto the NHS if it is required. This information will not be used for any other purpose. This must be provided before arrival.

You are required to agree to the following prior to arrival and must confirm in writing that you agree with these terms:

- I will not travel if any member of the party is feeling or displaying symptoms (e.g. for COVID-19 new and continuous cough, high temperature, new loss of sense of smell or taste).
- No members of my party have knowingly been in contact with anyone displaying symptoms.
- If a member of my party develops symptoms while on holiday I will inform the property representative and owner immediately. The whole party will return home to self-isolate. If unable to return home I understand I must pay for the incoming cancelled bookings plus the rental for my extended stay.
- I understand that more time is necessary to ensure my property will be clean and sanitized, I therefore agree to arrive no earlier than 5pm of my arrival date and depart by 9am on my departure date.
- To safeguard and minimize risk to cleaning staff I agree to strip all bedlinen prior to departure. (Into spare bin liners or follow instructions in the property if different).
- I also agree to bag all rubbish and remove to the external dustbin prior to departure.
- I agree to LEAVE ALL windows open and pull back all curtains for ventilation. If raining, please leave the windows open a little.
- I agree that during my stay we will put all cutlery, crockery, glasses and cooking utensils through the dishwasher if used.

We must stress that your acceptance of these terms are required in order to access Scallop Shell Cottage.

You may also notice some items like puzzles or DVDs may have been removed from your property to reduce the risk of transmission. This is new to all of us and we thank you for your understanding and patience.

The check-in time on day of arrival is now 5pm and departure at 9am.

Please adhere to these times and don't arrive early the property. All guests are provided with a COVID-19 information pack prior to arrival with details of changes to our procedures and government guidelines that must be followed while staying at the property.

Your Safety and well-being

Your safety and well-being, as well as that of the Owner, housekeepers and their families, is very important to us, now more than ever. In response to Coronavirus we have carefully reviewed our housekeeping procedures and put a range of special measures in place. Please read out guest guidelines for further information which will be sent to you via email.

What should I do if I or any other guests in my party have symptoms on holiday?

You must tell us straight away if you or any member of your party has symptoms. You will be expected to return home immediately for both your own safety, and for the safety of our homeowners, local teams and local communities. If you have to self-isolate in the property we regret that we will have to charge for extended occupancy.

If you develop symptoms during your stay, you will be required to return home immediately and stay in your own home while you self-isolate. The Owner cannot accept any responsibility for any matters beyond our control or for any COVID –19 related matters that occur whilst you are staying in the property. Additional costs will be incurred if an extended stay is required due to illness.

Can I cancel my booking and get a refund?

You will need to check with your travel insurance to find out if you are covered for cancelling your booking. We continue to work with our normal terms of business and above is our cancellation policy.

We will where possible try to transfer holidays if they cannot be taken due to Government restrictions moving the holiday to a more suitable date in 2021 or 2022. Please be aware that moving the date to a different week could result in a change in price which could be either more or less than the previously quoted booking price and this different will be applied to your booking.

What happens if I need to cancel my holiday because I have the Coronavirus and need to self-isolate?

You will need to check with your travel insurance to find out if you are covered for cancelling your booking. We will not be offering refunds. We will endeavour to help as much as possible in terms of offering a change of dates at the discretion of the property owner.

What happens if I have to cancel because I'm concerned about catching the Coronavirus?

You can cancel bookings that are more than 16 weeks away. You will need to check with your travel insurance to find out if you are covered for cancelling your booking outside of our normal Conditions.