

**68 Cliff End, Monks Lane, Linstone Chine, Freshwater, Isle of Wight, PO40 9XA.
A two bedroomed self catering holiday bungalow**

Terms and Conditions 2020/2021

Please Note: In the light of the Covid-19 pandemic that has caused such disruption to people's lives around the world, we should point out that these terms and conditions may be over-ridden by Government or perhaps locally determined legislation. We will try to ensure that guests or potential guests are kept informed of ways that such legislation may modify or change our policies.

1. General

- 1.1 68 Cliff End is the trading name of the two bedroomed self catering holiday bungalow at the address above. The property is owned by Genny and Brian Taylor, referred to as the 'Owners', and whose address is: 1 Matthews Cottage, Barton Estate, Whippingham, Isle of Wight, PO32 6NT.
- 1.2 Customers renting the property 68 Cliff End are referred to here as 'the Guest'.
- 1.3 The rental arrangements are with the Owners and the contractual relationship is directly between the Owners of the property and the Guest.

2. Duration and Times of Rental

- 2.1 Rentals are for a maximum of four weeks and commence at 2.30pm on the first day of the rental and end at 10am on the day of departure unless otherwise notified. This period is hereafter referred to as 'the Holiday'.
- 2.2 Subject to availability, the period booked will be as shown on the Booking Form provided to the Guest when they book and cannot be exceeded unless 68 Cliff End has give written approval. The Guest will be liable for any cost of whatever nature incurred because of an unauthorised extension to the Holiday.

3. Payments and Deposit

- 3.1 If a booking is made eight weeks or more before the Holiday is due to start, a deposit of one quarter (25%) of the rent is payable.
- 3.2 If a booking is made less than eight weeks before the Holiday is due to start, the full rent, plus any additional charges, must be paid at the time of booking.
- 3.4 Should 68 Cliff End not accept or reject a booking request, the rent and any additional charges paid by the Guest will be refunded.

4. Final Payment

- 4.1 Unless otherwise agreed by 68 Cliff End in writing, the price for the Holiday shall be the rent for the property as shown in the company website at the time of the booking and confirmed by email from the Owners.
- 4.2 Subject to condition 6, as soon as the booking is received and accepted by 68 Cliff End, the Guest is liable for payment of the balance of the rent, along with any additional charges.
- 4.3 Payment of the rent and additional charges are payable to 68 Cliff End eight weeks before the start of the Holiday ('the Due Date') and non-payment by the Due Date may be treated as a cancellation.

4.4 If payment is not received by the Due Date, then the Guest may lose their booking and forfeit their deposit.

4.5 68 Cliff End shall not be responsible for sending reminders of the Due Date. The Due Date will be set out on the booking confirmation email.

5. Changing a Booking

5.1 Once a booking has been accepted by 68 Cliff End, the booking can only be changed to another date by treating the original booking as a cancellation (see condition 6).

5.2 The dates of the Holiday may be changed, except within two weeks of the start date, providing the property is available for the new dates, the Owners accept the change and the start date of the new holiday is within the same calendar year. In this case, a £25 re-booking fee may become payable to 68 Cliff End and any increase in rental price will apply.

6. Cancellation

6.1 A booking can only be cancelled prior to the start of the Holiday.

6.2 A Guest who wishes to cancel the Holiday must notify 68 Cliff End in writing ('Cancellation Notice').

6.3 In the event that a cancellation is made, then a cancellation charge is payable depending on the number of days from when the Cancellation Notice is received by 68 Cliff End and the Holiday start date.

| | Number of days before Holiday start date that notification is received | Cancellation Charge (as a percentage of the rental cost of the Holiday): |
|---|--|--|
| The amount payable as a Cancellation Charge is set out in this table: | 0 – 14 days | 100% |
| | 15 – 34 days | 60% |
| | 35 – 60 days | 30% |
| | 61 days or more | 0% (no charge) |

7. Optional Extras

Where the property being rented has optional extras, they are listed on the Website and will be charged at the rates shown; for example the hire of towels.

8. Price Changes

8.1 68 Cliff End reserves the right to amend prices quoted on the Website or brochure due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking at no cost if the amended price is significantly higher than the original price quoted.

9. Method of Payment

Payments may be made by cheque, electronic bank transfer, or cash. Cheques or postal orders should be made payable to '68 Cliff End' and can only be accepted up to four weeks prior to the

holiday. Cash should always be sent by special delivery post. Post-dated cheques are not acceptable. Any charges raised against 68 Cliff End by their bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to the Guest who is liable to reimburse 68 Cliff End within seven days of receipt of notification from 68 Cliff End.

10. Overseas Bookings

Overseas Guests may pay in Sterling by cheque drawn on a UK bank, by PayPal, or by international electronic transfer. Any charges for payments from overseas will be passed on to the Guest.

11. Eligibility

68 Cliff End reserves the right not to accept bookings from:

1. Groups of three or more single people under the age of 18;
2. All male or all female parties of more than four people.

12. The Holiday

The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

13. The Guest's Obligations

The Guest agrees:

- 13.1 to pay for electricity used during the Holiday by means of the meter;
- 13.2 to pay for any losses or damages to the property caused by the Guest or a member of their party reasonable wear and tear excluded.
- 13.3 to take good care of the property and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday unless otherwise specified. Should the Owner be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again;
- 13.4 to permit the Owners reasonable access to the property;
- 13.5 not to part with possession of the property, or share it, except with members of the party shown on the Booking Form;
- 13.6 not to sell or transfer the booking to another party without 68 Cliff End's agreement;
- 13.7 not to exceed the total number of people stipulated in the property description.
- 13.8 Car parking is provided, and Guests must use the space allocated respecting Guests in neighbouring bungalows. Unless otherwise stated, it must be assumed that the parking space will only accommodate an average-sized car and if in doubt the Guests should check before booking. The Owner and 68 Cliff End accept no liability for additional costs incurred if a vehicle is damaged.
- 13.9 not to cause an annoyance or become a nuisance to occupants of adjoining premises;
- 13.10 not to smoke in the property.

14. Non-availability of Property

If for any reason beyond the Owners' control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for holiday letting, all rent and charges paid in advance by the Guest will be refunded.

15. Liability

15.1 68 Cliff End will not be liable for any act, neglect or default on the part of the Owners or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with the rental unless 68 Cliff End is responsible. In addition, the Owners and 68 Cliff End accept no liability for loss of or damage to the Guest's possessions on the Owners' property or land.

15.2 Nothing in these conditions excludes or limits the liability of 68 Cliff End or the Owners:

- i. for death or personal injury caused by 68 Cliff Ends' or the Owners' negligence;
- ii. for any matter from which it would be illegal for 68 Cliff End or the Owners to exclude or attempt to exclude their liability.

16. Website Descriptions

Some of the information on the Website (68cliffend.co.uk) relates to matters beyond the Owner's control such as timing of events, or opening of shops or public houses. Changes to external facilities are also outside the control of 68 Cliff End. However, if 68 Cliff End becomes aware of any material changes to the external facilities referred to on the Website at the time of the Guest's booking, then it shall endeavour to inform the Guest of these changes. Guests are strongly recommended, particularly in the light of Covid-19, to visit the Isle of Wight Council website (www.iow.gov.uk) and that of the Isle of Wight Tourist Board (<https://www.visitisleofwight.co.uk>).

17. Complaints

17.1 All complaints must be notified to 68 Cliff End and/or the Owners as soon as reasonably practicable. The Owners may be required to carry out an on-the-spot investigation and if necessary, take remedial action. Guests have a legal obligation to mitigate their loss.

17.2 If 68 Cliff End or the Owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the guest will waive all rights.

18. Pets

18.1 In general pets are not permitted into 68 Cliff End. Pets are only permitted with the prior consent of the Owners if the pet is a guide dog. Where pets are permitted, they are to be kept under control and exercised off the premises.

18.2 Pets are not permitted in the bedrooms or on the furniture and neither 68 Cliff End nor the Owners can accept responsibility for their safety. Pets must not be left in the property unsupervised as this can result in considerable damage to the property and distress to the pet. A weekly charge will be made for each pet.

19. Inventory

Where an inventory is provided, any discrepancies are to be reported to the Owner within 24 hours of arrival, otherwise the inventory will be deemed to be correct.

20. Bed Linen and Towels

Linen is freshly laundered and steam pressed between Holidays. A fresh set can be provided weekly, upon request, for Holidays lasting two weeks or more. Towels are not provided but may be hired subject to prior notice.

21. VAT

68 Cliff End is not registered for VAT.

22. Breach of Contract

22.1 If there is a breach of any of these conditions by the Guest or any of their party, the Owners or 68 Cliff End reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

22.2 If there is a breach of any of these conditions by 68 Cliff End or the Owners, then the Guests have the right to end the Holiday and leave.

22.3 Ending the Holiday by either 68 Cliff End, the Owner or the Guest does not affect that party's other rights and remedies.

23. Governing Law and Jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts.

24. Authority to Sign

The person who completes the Booking Form certifies that:

24.1 he or she is authorised to sign the Booking Form on behalf of all persons included on the Booking Form, including those substituted or added at a later date;

24.2 the signatory is over eighteen years of age;

24.3 they agree to take responsibility for the party occupying the property, and to notify 68 Cliff End if they are not a member of that party.

25. Discrepancies

In case of a discrepancy between these Terms & Conditions and any other contents of 68 Cliff End's Website, these Conditions shall prevail, but this shall not limit 68 Cliff End's liability for failure to supply the accommodation as described on the Website.

26. Previous Terms & Conditions

These Terms & Conditions replace and supersede all previous Booking Conditions.

27. Validity Clause

In the event that a court finds that a condition in these Terms & Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Terms & Conditions, which will continue to be valid and have full force and effect.