

Wight Coast & Country Cottages Ltd

Conditions of Hire and Booking

2007/2008

Definitions and Interpretation

In this Agreement the following definitions apply:

"the Agreement" is the Conditions of Hire and Booking agreed between the Party and the owner and signed by the Party Leader on behalf of the Party.

"the Agency", "we" "WC&CC" and "us" means Wight Coast & Country Cottages Ltd which is a Limited Company registered in England (No 6098344) whose Registered Office is at: Crown Chambers Bridge Street Salisbury Wilts SP1 2LZ. Wight Coast & Country Cottages Ltd trades from the Bembridge Office of Creasey Biles and King Ltd which is at 13 High Street Bembridge Isle of Wight PO35 5SD

"the Property" is the premises available for a Holiday Hire and includes any part or parts of the building, boundaries, fences, garden, outbuildings, use of common access ways and facilities, fixtures fitting and furniture belonging to the Owner unless they have been specifically excluded from the holiday letting.

"the Owner" is any person who owns an interest in the Property.

"the Party Leader" "you" and "your" is the person who makes a provisional booking for a property through the Agency. Where the Party Leader is more than one person then the Party Leader will be jointly and severally liable for payment of the fees and costs of the Agency and the full Holiday Hire Charge and the cost of any damage; which means that as a group the Party Leader will be liable for all fees, costs and Holiday Hire Charges and individually each person who forms the Party Leader will be liable for all of fees, costs, damage and the full Holiday Hire Charge.

"the Visitor(s)" or "the Party" is the Party Leader and any person forming part of the group for whom the Party Leader has made a booking.

"the Booking Form" is the form completed by the Party Leader on behalf of the Party confirming the Holiday Hire. No reservation can be held until this is received.

"Booking" and "the Holiday Hire" is the period of the holiday letting agreed between the Party and the Owner.

"Holiday Hire Charge" is the money agreed between the Party and the Owner for the period of the Holiday Hire.

"Inventory" is the document drawn up prior to the commencement of the Booking by the Owner which shall include the fixtures, fittings and furniture in the Property. A copy is provided in the Blue Welcome Folder at the property.

"Deposit" is the money held by the Agency as agent of the Owner (which means that deductions can be made from the Deposit at the end of the Holiday Hire upon demand by the Owner), in case the Party Leader or the Visitor should fail to comply with the terms of this Agreement. We specifically draw your attention to charges which may be made under clauses 5a, b&c below.

"Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.

"Available Periods" are the periods the Property is available for Holiday Hire.

"the Season" is the holiday season. The Season is from 1st October 2007 to 30th September 2008

"Website" can be located at www.wcandcc.co.uk

"Particulars" are the Property particulars prepared by the Agency on behalf of the Owner.

"Cancellation Charges" is the amount payable by the Party Leader if the Booking is cancelled after it has been accepted by the Agency and the Owner. If the Property cannot be re-booked, the Cancellation Charge will be the total costs of the Holiday Booking.

In this Agreement the use of the singular includes the plural and the use of the masculine includes the feminine.

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales.

1. Booking Conditions

a. The Agency arranges Bookings of properties as agent of the Owners. The Party Leader makes a provisional Booking for a property through the Agency who are responsible for the administration of your Booking. The acceptance of a Booking from a Party Leader for the Party creates a contract between the Party and the Owner of the Property subject to the conditions of the Agreement. There is no contract between WC&CC and the Party. Once the signed Booking Form and the first instalment of the Holiday Hire Charge have been received at our office, the Booking is confirmed, and the full Holiday Hire Charge will be payable, even if the period of Holiday Hire is cancelled.

b. The Agreement sets out the basis of your contract with the Owner and also deals with the Agency's position. Nothing in the Agreement affects your normal statutory rights.

2. Your Booking

a. Properties are available for certain periods during the Season. The availability periods for each Property are available from the Agency upon request. Most availability periods are listed on our Website and on our Particulars. The availability periods are subject to change at short notice entirely at the Owner's or the Agency's discretion.

b. You can make a provisional Booking for a Property for dates within an available period based upon the information on our Website or on our Particulars if the applicable Property or offer is still available and if the Agency and the Owner approve the provisional booking. Unconfirmed reservations will be held for 7 working days from the date of receipt by the Agency of details of the unconfirmed Booking and officially confirmed once we are instructed to do so by the Owner and have received your completed Booking Form and your payment.

c. The Party Leader must be at least 18 years of age at the time of booking. No liability can be accepted by the Owner or the Agency for any expenses, costs, losses, claims or other sums, howsoever suffered or incurred by you, unless it is due to the negligence or breach of contract of the Owner or WC&CC. We recommend that the Party Leader and/or individual Visitors take out appropriate insurances against cancellation of their Booking.

d. When the Agency on behalf of the Owner issues a written confirmation to you, this signifies that the Owner has entered into a contract with you, which is subject to the Agreement.

e. The Agency on behalf of the Owner has the right to refuse any Booking prior to the issue of your written confirmation. If a Booking is refused, you will be informed in writing and any money paid will be refunded.

f. When confirmation is received, you must check the details carefully. If anything is not correct, you must inform the Agency immediately. Neither the Agency nor the Owner can be held liable for any error unless it is brought to their attention within 14 days of confirmation being issued.

3. Provisional Advance Bookings

a. Provisional Advance Bookings for a property for the Next Season are not usually taken but may be possible in some cases. Details are available from the Agency upon request.

4. Paying for the Property

a. All terms quoted on our Website and Particulars are per property per week unless otherwise stated.

b. When the Booking is made for the Property you pay the amount due as detailed on the Booking Form. This will be the Booking Fee and the first instalment of the Holiday Hire Charge payable by cheque to "Wight Coast and Country Cottages Ltd" and sent together with a completed Booking Form to the Agency. Credit Card payments may be accepted upon the sole discretion of the agency.

- c. Subject to Clauses 4e & 4f below, written confirmation if applicable will be sent to you as soon as possible showing the booking details and the balance of the Holiday Hire Charge, including the Deposit, payable not later than 6 weeks before your arrival date. Neither a reminder nor a receipt is sent.
- d. Our form entitled "Individual Visitor Details" which is enclosed with the written confirmation of your Booking must be completed and returned with the final instalment of the Holiday Hire Charge.
- e. If you book less than 6 weeks before the arrival date, payment of your total Holiday Hire Charge (together with the Deposit and the Booking Fee) as detailed on the Booking Form is due straightaway.
- f. Arrangements may occasionally be made to pay in cash for a very late booking. Acceptance of such a late booking is entirely at the discretion of the Owner and of the Agency. Details are available from the Agency. **Access will not be given to the Property until the full Holiday Charge and Deposit are received in cleared funds.**
- g. All prices quoted in our website or on our Particulars or otherwise advised to you are exclusive of the Booking Fee which is an additional payment of £27.00 per booking.
- h. Occasionally, offers are made giving you the chance to book properties at a lower than usual Rate. Any additional terms specific to the offer will be notified to you prior to or on making your Booking and form part of the Agreement.
- i. If any payment you make is not honoured, the Agency will make an administration charge of £29.00 to cover costs. If payment is not made before the start of the Holiday Hire, the charge will be deducted from the Deposit.
- j. Items left behind after departure are returned upon request and payment of administration charge of £24.00, plus postage and packaging deductible from your Deposit.

5. Deposit

- a. The Deposit is cashed into our Clients Account and held there to cover breakages, damages, extra cleaning, if necessary, and any telephone charges calculated at the end of the hire period (as applicable) charges for payments not honoured or administrative and postage charges for returning items left at Properties. The deposit may also be used to cover cancellation charges. Deposits vary from property to property and are clearly stated on our Website, on our Particulars and confirmed on the Booking Form.
- b. The Deposit, or balance of Deposit, will be returned to the Party Leader as soon as administratively possible after the end of the Holiday Hire Period, usually within two weeks, providing that everything is in order and all outstanding charges have been settled. Should it be apparent that a deduction will be required from the Deposit we shall endeavour to let you know that this is being considered.
- c. The Agency will hold the Deposit as Agent for the Owner and the Owner will be liable to refund to the Party for the full sum of the Deposit less any deductions applicable according to the Agreement. The Agency holds all Deposits in a client bank account. Any interest accruing is payable to the Owner but retained by the Agency against administrative costs. No interest is payable to the Party Leader/Visitor(s).
- d. If there is a dispute between the Owner and the Visitor concerning any deductions made from the deposit by the Agent, with the written consent of both parties the matter will be referred to Colin Samuelson of Glanvilles Solicitors, the Courtyard, St Cross Business Park, Newport, Isle of Wight who will act as arbitrator and whose decision will be final and binding on both parties. The costs will be payable as decided by the arbitrator.

6. Payment by Overseas Parties

- a. A Party coming from abroad may pay by Bank Transfer. Payment details are available from the Agency upon request.

7. Cancellation or Changes to the Booking by the Owner or Agency

- a. The Owner and the Agency reserve the right to change or to cancel any Booking for any reasonable reason. If a problem occurs and bookings have to be changed or cancelled by the Owner or the Agency, the Agency will contact the Party Leader as soon as is reasonably practical and inform you of the cancellation or change.
- b. If a significant change is not acceptable, or your Booking has to be cancelled, the Agency will, **if possible** and as soon as reasonably practical, offer the Party Leader an alternative property (from the range advertised by the Agency) if possible of similar type and standard in a similar location for the same or similar time of year. This may not be possible.
- c. The advertised cost on the Website and Particulars of the alternative property will be the Holiday Hire Charge payable which means you may be asked to pay a higher price; or pay less if the advertised cost is lower.
- d. If a significant change or any alternative Property offered is not acceptable or is not confirmed as acceptable; or the Agency cannot offer a suitable alternative Property, a full refund of all monies paid to the Agency will be made apart from the Booking Fee which is non - refundable. The Owner or the Agency cannot be held responsible for any other costs incurred by the Party apart from a full refund of monies received, unless the cancellation is due to their negligence or breach of contract.
- e. No compensation is payable for minor changes which the Owner makes and which could not reasonably be expected to make a significant effect on your confirmed booking. Minor changes do not entitle you to take an alternative property or to cancel without paying the normal charges as set out in the Agreement.

8. Circumstances Beyond Control of the Owner/the Agency

- a. Except where otherwise stated in the Agreement, the Owner and the Agency shall not be liable, jointly or individually, for any changes, cancellations and effect on your holiday, loss, or damage suffered by you unless it is due to negligence or breach of contract.
- b. The Owner and/or the Agency will not be liable to compensate you for any losses suffered or expenses, costs or other sums of any description (including the cost of securing an alternative property/accommodation) for their failure to perform or properly perform any of their respective obligations to you which is due to any event(s) or circumstances(s) beyond their reasonable control. In appropriate cases the Agency on behalf of the Owner will refund to you all monies already paid to the Agency apart from the Booking Fee which is non-refundable.

9. Details on our Website and our Particulars

- a. The Agency aims, by checking properties prior to accepting instructions, to ensure that the information provided by Owners is accurately conveyed in our Website, on our Particulars and other promotional literature or material produced and circulated by the Agency. However, the information and prices may have changed by the time you come to book. It is the responsibility of the Party and the Party Leader to check all details of your chosen property and arrangements (including the price) with the Agency at the time of booking.
- b. Every effort has been made to ensure that the details contained in these publications are accurate as at the date of publication, but the Agency make no promises, representations, guarantees, or warranties about any property or its facilities and/or services other than those made or confirmed in writing by the Agency.
- c. The Agency cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and/or services, unless it is due to the negligence of the Agency.
- d. The descriptions do not constitute part of an offer or contract and are made without responsibility on the part of the Agency.
- e. The Agency do not accept any liability arising out of changes in circumstances affecting the Property between the date of inspection and the period covered by any Booking by a Party Leader. There may be small differences between the actual Property and its description; or some facilities or services may become unavailable or subject to restriction. The Agency will inform the Party Leader as soon as the Agency becomes aware of any change or inaccuracy in advertising literature or other medium.
- f. Neither the Owner nor the Agency can accept responsibility for any changes or closures to area amenities or attractions mentioned on the Website, in our literature or by the Agency's employees or advertised elsewhere.

10. Liability

- a. The Owner and the Agency shall have no liability for any death or personal injury unless, it arises due to the negligence of the Agency, the Owner or their employees (providing they were at the time acting in the course of their employment). The Agency will have no liability for any loss, death or injury caused by the negligence of the Owner, unless the actions of the Agency have contributed to the negligence. It is the responsibility of the Party Leader to ensure that all equipment and swimming pools are used in the correct safe manner and for the purposes for which they are intended. It will be up to the Party Leader to ensure that children are supervised at a swimming pool at all times; and that no glassware or glass bottles are taken to the pool side. The Agency and the Owner will have no liability for any loss death or injury caused by the actions, lack of action or negligence of the Party Leader."
- b. You must take all necessary steps to safeguard your personal possessions and should hold adequate insurance to cover any loss. You will not be covered by the Owner's insurance.
- c. No liability is accepted by the Owner or the Agency for any damage to, or loss of, personal property except when the damage or loss is caused by the negligence of the Owner or the Agency or their employees (providing they were at the time acting in the course of their employment).
- d. The Agency does not accept liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner; or for any shortcomings or defects with or in any property as all properties are within the sole control of the Owner.

11. Changing or Cancelling a Booking

- a. Once any part of the Holiday Hire Charge has been paid and accepted at the office of the Agency, the Party Leader is **liable for all the charges of the holiday even if the accommodation is not taken up, or the booking is changed, unless the Owner or the Agency can re-book the Property for the relevant Holiday Hire period.** The Party Leader is advised to check that the terms and conditions of their Insurance Policy to ensure that it provides for the above eventuality
- b. If the Property is re-booked at a lower Holiday Hire Charge the Party Leader will be liable for the balance lost by the Owner.
- c. If you have to, or wish to, cancel or change your booking, the Party Leader must telephone the Agency on the number shown on your booking confirmation as soon as possible and confirm the cancellation in writing sent by recorded delivery to the Wight Coast & Country Cottages Ltd at The Estate Office, 13 High Street, Bembridge Isle of Wight PO35 5SD.
- d. If any payment due for your Booking is not paid by the appropriate date, the Agency on behalf of the Owner is entitled to treat your booking as cancelled. Cancellation Charges (which can be as high as your total holiday cost) will then be payable, unless the Agency are able to re-book the Property for the Holiday Hire period.
- e. A reminder will be sent to you before your booking is cancelled. The Agency reserve the right to make a charge to you of £10.00 for each reminder sent if your payment becomes or is by then overdue. This will be deducted from any monies held by the Agency. If you want to change your booking once your confirmation has been issued, an administration fee of £30.00 per week of the affected Booking will be payable to the Agency once any change has been made. This must be paid before the agency takes any steps to alter your booking or re-let the property. It remains payable even if you subsequently decide to proceed with the booking.

12. The Property and the Conditions of Occupation

- a. You can arrive at your property after **15.00 hours** on the start date of your Holiday Hire period and you must leave by **10.00 hours** on the last day.
- b. When the Booking is accepted you and all members of the Party agree to the following conditions:
 - i) That this agreement is entered into for the purpose of a private holiday residence in the occupation of the Party agreed by the Owner. It does not create a Tenancy;
 - ii) To keep the Property clean and tidy and to leave the Property in a clean and tidy condition and no worse than the condition as you found it upon your arrival. If you do not do so, you will be charged for the cleaning of the property up to £50.00, depending upon the size of the property. This will be deducted from your security deposit. If you would like us to arrange the cleaning of the property on your behalf, we will be pleased to provide you with a quotation and will need to know that you require the service at least 3 working days prior to the end of your visit (please note that for Health and Safety reasons we are unable to guarantee that rubbish disposal bags or cleaning materials are provided at Properties);
 - iii) Not to use the Property for any commercial purpose, or assign, sub-let alter or add to the Property;
 - iv) Not to damage, destroy, deface or remove any of the fixtures fittings or furniture and if anything is broken, damaged, removed or destroyed to pay and compensate the Owner for the items including any additional costs incurred such payment to be deducted from the Deposit (except for fair wear and tear), or to replace the items with similar articles of at least equal value in which case the Agency must be informed before the end of the Holiday Hire Period;
 - v) To pay any additional sum to the Owner or the Agency if the amount of monies that the Owner or the Agency is entitled to deduct from the Deposit exceeds the amount held as the Deposit, within 14 days of the Party Leader receiving that request in writing;
 - vi) To return the fixtures, fittings and furniture to the places in which they were located at the beginning of the Holiday Hire;
 - vii) Not to do on or in the Property anything that shall be or tend to be a nuisance or annoyance including playing or using, any musical instrument or sound production device during the night between the hours of 8.00 pm and 8.00 am; or cause damage to any neighbouring, adjoining, or adjacent premises or the owners or occupiers of such premises;
 - viii) Not to do on or in the Property anything which may invalidate any policy of insurance of the Property or increase the premium payable for such a policy;
 - ix) Not to allow more than the number of people shown listed on the Individual Visitor Details or the maximum number of persons (including children) specified in the Particulars and shown on the Website, to occupy the Property.
 - x) Not to bring pets or animals to the Property unless expressly agreed with the Agency at the time of booking and the appropriate charge (if any) has been paid.
- c. **It is agreed between the Owner and the Party as follows:**
The Owner or the Agency is entitled at their sole and absolute discretion to repossess, the Property if the Owner reasonably believes that any damage has been caused, or is being caused by you or the Party; or the Party is in breach of clause xiv above. These circumstances will be treated as a cancellation by you. No refund of any monies you have paid for your Booking will be made and neither the Owner nor the Agency will have any liability to compensate you for any costs incurred.

13. Pets

- a. Some Owners permit pets at their properties. Our Website and Particulars state whether or not pets are allowed at a particular property and if there is an additional charge for pets. Further details are available from our Bembridge office.
- b. Some Visitors may have animal related allergies. Please do not assume that because a Property does not permit Visitors to bring pets that pets do not visit the property. Owners' pets may be permitted at such a property. If this is a point of concern then please raise it before booking with the Agency who will endeavour to find out the exact situation.

14. Gas, Electricity and Telephone

- a. Charges for gas, electricity and telephone are as stated for each individual Property on our Website and Particulars.
- b. The majority of our holiday properties have an inclusive rental although some do levy additional charges for telephone, which will be assessed by the Agency with the appropriate telephone supplier at the end of the Holiday Hire period and deducted from the Deposit.
- c. If a telephone accepts incoming calls only, this cannot be varied for any reason.

15. Mechanical and Electrical Appliances

- a. From time to time mechanical and electrical appliances will stop working. If a break down occurs, you must notify the Agency immediately. We will endeavour, subject to Owners' instructions to arrange a repair or replacement as soon as reasonably possible.
- b. To avoid doubt it is agreed between the parties if an appliance breaks down this is not a significant breach of the Agreement and will not entitle the Party to compensation.

16. Access

- a. You must allow the Owner and any representative of the Owner including the Agency, contractors, or workmen access to the Property at reasonable times (upon the Owner or the Agency giving you at least 24 hours notice in writing, except in an emergency or if the Owner or the Agency is unable to contact you) during your occupation of the Property; for all reasonable purposes including inspecting the condition of the Property and cleaning or repairing the Property.

17. Keys

Arrangements for providing you with and the return of the keys to the Agency will be as follows:

- Keys and/or access arrangements will be sent direct to the Party Leader between one and two weeks before the start of the Holiday Hire period; once payment of the full Holiday Hire Charge and the Deposit have been received by the Agency in cleared funds;
- On the day of departure unless otherwise instructed by or agreed with the Agency, **BEFORE LEAVING THE ISLAND**, keys must be returned to our offices which are shared with Creasey Biles and King at the Estate Office, 13 High Street, Bembridge. If returning the keys outside of office hours, there is a purpose built 'letter box' for the receipt of keys, located to the left of the office door, low down in the wall beneath the display window. Keys must be returned to our office no later than 11:00am on the day of departure. Charges will be levied for late or non return of keys. For late keys the charge will be £12.00. For non return of keys the charge will be £18.00. Keys will be deemed not to have been returned if they are not received within 3 working days of the date of departure. The charges will be deducted from the security deposit.

18. Linen

- a. Linen generally is not provided unless otherwise stated on the Website or in the Particulars. **The Party should bring their own sheets, pillowslips, duvet/quilt covers, towels, dishcloths and tea towels. Parties with young children are asked to bring waterproof sheets.**

19. Cots and High Chairs

- a. We have a limited number of travel cots and high chairs available for hire, which can be delivered to the Property for erection by the Party Leader or Visitor(s). Please indicate on the booking form if you require this service and the number of items. If we are unable to provide an item we will let you know before the Holiday Hire period. The hire fees are: Travel Cot £10 per week; High Chair £8 per week.
- b. The Visitor(s) or Party Leader must inspect the item and satisfy themselves of its suitability for their child.
- c. No liability will be accepted by the Agency for loss, accidents, injury or death arising due to improper use of equipment supplied; or lack of supervision of children using the equipment

20. Complaints and Problems

- a. The Agency want all clients to have an enjoyable and pleasant holiday.
- b. **Complaints will not be considered unless raised immediately during the course of the hire period to enable the complaint to be verified.**
- c. If a problem arises contact the Agency immediately and we will try to resolve the problem, or refer it to the Owner.

21. The Data Protection Act 1998

- a. For the purposes of the Data Protection Act 1998, Wight Coast & Country Cottages Ltd is the sole data controller of all personal data provided to the Agency by customers and prospective customers. The Agency processes and stores your personal details and those of your Party for their administration, market analysis, operational reviews sending out particulars, occasionally sending or providing a post-holiday questionnaire and sending out the following year's details.
- b. To process your booking the Agency needs to collect certain personal details from you, and members of your Party, including your name and address. The Agency may need to pass on your personal details and those of your Party to other parties who need to know them (for example the Property owner(s) and any key holder(s) of such Property (if not the Property owner(s)).

22. This Agreement

This Agreement was published by the Agency in April 2007 and is valid from 1st April 2007 to 30th September 2008 unless replaced earlier and supersedes all previous Agreements or Conditions of Hire and Booking produced by the Agency.

During 2007 we hope to be able to introduce a service to visitors to enable them to make payment by credit card and possibly on the internet. The associated charges will be payable by Visitors and if the service is introduced, the necessary details and alterations will be shown on our website and particulars, and the Conditions of Hire and Booking will be amended accordingly.