



Jarrahdale Beach House

*Terms and Conditions for a Short-Term Holiday Lettings
at*

*Jarrahdale Beach House, Spa Esplanade,
Herne Bay, Kent. CT6 8EP*

Reservations made for Jarrahdale Beach House, whether made by telephone, email, in person, in writing or from the internet are accepted by us on the following conditions.

1. CONTRACT OF HIRE

When you submit a booking via our website or any other platform, you will receive a booking summary by email to the email address you provide at the time of booking. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing which will be sent to you by email, once the deposit has been received. The contract is for the hire of the property for a short term holiday letting and will be formally entered into between ourselves and the Hirer. We do not accept bookings from Hirers under 18 years of age. You will be required to show proof of I.D. and proof of address once your booking is confirmed.

2. INITIAL PAYMENT

Bookings will be reserved upon receipt of the required deposit payment of **25%** of the holiday cost. If the required deposit is not paid within **3 days**, the booking will be cancelled and the dates released. If the booking is

made within **5 weeks** of the holiday commencement date, the full accommodation rental will be required at the time of booking. Deposits can be paid by BACS transfer only. If the deposit is not paid within **3 days** the booking will automatically be cancelled.

3. BALANCE PAYMENT

The Balance of the Hire will be due for payment **5 weeks** before the check in date. A week before arrival advice on key collection arrangements and directions to the property will be sent to the Hirer. Failure to make full payment of the balance in the time period stated above will result in the booking being cancelled and the deposit being forfeited unless pre-arranged between the Hirer and ourselves.

4. METHOD OF PAYMENT

Payments can be made by bank transfer and only in **£ Sterling**. All necessary payment details will be supplied when the contract is confirmed. Bank transfers – please allow 72 hours for these to be acknowledged.

5. VALUE ADDED TAX

VAT does not apply to Jarrahdale Beach House rental.

6. CONFIRMATION OF BOOKING

Once we have issued a Confirmation of Booking, the Hirer is responsible for the total published price of the holiday let and extras as shown on the confirmation. Amendments to bookings, where applicable, need to be made as soon as possible. we reserve the right to adjust prices quoted on our website or on details about the property, due to errors or omissions on inflation costs.

7. BOOKING CANCELLATION

If you are forced to cancel your holiday you must inform us as soon as possible. The day we receive your notice to cancel is the date on which we will cancel your booking.

Cancellations made before **10 weeks** of the check in date will receive a 100% refund. Cancellations made before **5 weeks** of the check in date will receive a 50% refund. Cancellations receive less than **5 weeks** prior to or the day of check in date will not be eligible for refund. *Excluding the following reasons, that no insurance covers:

- Losses, damages, costs or expenses resulting from Acts of War and Terrorism are excluded from the insurance. This means that we will not reimburse any bookings for cancellations arising indirectly or directly from
 - war, civil war, invasion of foreign enemies, war-like activities (whether or not there is an actual declaration of war), rebellion, insurrection, civil commotion arising to the level of uprising, military or usurped power;
 - acts of terrorism committed for political, religious, ideological, or similar purposes;
 - actions intended to prevent any of the above.
- Losses arising from /nuclear reaction, radioactivity, and radioactive contamination are likewise excluded from the insurance; we will not reimburse for cancellations arising indirectly or directly from such occurrences.

8. BOOKING FEE

We do not charge a booking fee

9. DOGS

Bookings that include dogs are taken on the understanding that all flea and worming treatments are up to date. Please remember that they should not be left unattended in properties. You, as pet owner, will be responsible for removing any evidence left by your pet and reimbursing the owner for any damage caused. Please do not allow your dog/s to bark continuously. You are only permitted to have two small dogs at the property (no larger than poodle size) unless you have contacted us and we have agreed otherwise, prior to your stay. Please show consideration for guests visiting after you have gone home and bear in mind that some popular beaches do not permit dogs during the summer months.

9. PET ALLERGIES

Customers with allergies should be aware that we cannot guarantee that a dog has not stayed in the property recently. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present. Further, although the property is cleaned between lets and regularly 'deep cleaned', we cannot guarantee that properties will be completely free from pet hair.

10. AMENITIES

We will not be liable to you, any member of your party, or person visiting the property during the period of your hire for happenings outside our reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstance.

11. PARTY NUMBERS/COMPOSITION

In no circumstances may more than **6 people** occupy a property. We reserve the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. We reserve the right to refuse or revoke any bookings from parties that may in our opinion (and at our sole discretion) be unsuitable for the property concerned. We do not accept Stag or Hen parties or any type of party or large gathering at the property.

12. YOUR RESPONSIBILITIES

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. If a property is not left clean and tidy, any additional cleaning costs will be charged to the hirer. Should there be any

specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed. The property must be vacated by 11.00 am on the day of departure. If you do not vacate the property by the designated time, costs may be incurred. The Hirer must not use the property or allow its use for any dangerous, offensive, excessively noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the property neighbours. This would be deemed a serious breach of the terms of the Contract and we reserve the right to terminate the Contract with immediate effect in this instance. We shall not be liable to the Hirer or any member of the Hirer's party for loss or damage to their property howsoever arising. You must take all necessary steps to protect and safeguard your personal property.

13. DAMAGE

All damages and breakages are the legal responsibility of the Hirer and should be reported immediately and before the end of the holiday. It is an **essential** part of this Contract that all damages/breakages/problems should be reported as soon as they occur. This will enable us to attend to the problem during your stay or plan for repairs/maintenance/replacement during the changeover at the end of the holiday. Problems that are not reported during the booked period will have no validity after the booking period. The reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of Hire by you or other members of your party shall be payable on demand to myself who may also, at their discretion, refuse further bookings. Any Security Deposits charged will be cashed on receipt to allow for bank clearance and reimbursed promptly after the holiday (less any deductions which may be incurred). We reserve the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). We also reserve the right to repossess the Holiday Home at any time where you or any member of your party has caused damage, and in such circumstances and we shall not be liable to make a refund of any remaining portion of the hire terms paid.

14. SECURITY DEPOSIT

The Security Deposit of £200.00 is due with the balance of your holiday, it will be cashed on receipt and held by us to be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of Hire by you or other members of your party. Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged as extra and deducted from your Security Deposit. The balance of the Security Deposit will be processed to be returned to you within 14 working days of the departure date, PROVIDING, you have provided the correct details to transfer the funds back to you. In the event that the Security Deposit is insufficient to cover the costs of making good any damage, breakages, or lack of reasonable cleanliness at or to the Accommodation caused by you or any of your guests, you agree to pay us a further amount in order to cover these costs within 14 days when requested.

15. LITERATURE

We take every care to ensure the accuracy of the property descriptions on this website. All information on this website is given in good faith and is believed to be correct at the time this website was created, but we cannot be held responsible for changes beyond our control, which may become known after publication of this website. In addition, whilst the property is described as non-smoking, this cannot be guaranteed. Please be aware that the property is advertised as having a court yard garden, this does not necessarily mean a secure garden. The description of the property shows what amenities the property has but generally does not state what is not in this self-catering property.

16. AVAILABILITY

The Hiring Contract is made on the understanding that the holiday home and its facilities as published will be available for the dates stated. In the

unlikely event that the property is not available through events arising outside our control then we may be forced to cancel the booking and you will be advised as early as possible and you will be provided with a full refund. You will not as a result have any further claims against us as the owner. Please note that reservation requests taken via our website are not confirmed bookings until we have contacted you and accepted a deposit.

17. SEAGULL NUISANCE

Properties by the sea are continuously subject to seagull nuisance and droppings. The windows, balcony and balcony furniture are cleaned and washed regularly, but we cannot guarantee that bird mess or droppings will be visible on windows on furniture since our last clean. We will not accept compensation claims made for seagull nuisance.

18. SEA SPRAY

The windows of the property are subject to sea spray. The windows are cleaned regularly but overnight they may look like they haven't been cleaned recently due to the spray from the sea. We will not accept compensation claims made for unclean windows due to sea spray.

19. COMPLAINT PROCEDURE

If the Hirer wishes to make a complaint about anything connected with its hire of the property, he or she should contact us as soon as reasonably possible **prior to departure**. In the event the Hirer does not have phone reception at the property, the Hirer must make reasonable efforts to make a call from a nearby public telephone or send us an email. In an emergency there is a telephone at the property also. We will then consider the complaint and take action to resolve this itself as soon as reasonably practicable. In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied ourselves opportunity to address the issue during the Hirer's stay. We do not accept responsibility for work taking place outside the boundary of the property, or for noise or nuisance resulting from the apartment above Jarrahdale or any property close to, or any third-party activity over which we have no control.

20. BEST PRICE GUARANTEE

We guarantee you always get the lowest price when you book your holiday property directly through this website.

21. TELEPHONE

The telephone at the property is for private use only. If you use the phone you will be charged the call costs plus £50.00 admin charge. You may however use the phone in an emergency (emergency defined as threat to life or property).

22. DATA PROTECTION

We will process your data in accordance with its Privacy Policy and which also details your rights and how to contact us in relation to any data protection queries. At all times your data will be held securely and protected in line with our obligations under UK data protection legislation. Your party names and contact details will not be shared with anyone.

23. PRIVACY POLICY

Specifically, this privacy policy provides you with details about the personal information we collect and hold about you, how we use your personal information, and your rights regarding the personal information we hold about you. Please read this privacy policy carefully – by continuing to access or browse our websites, or by requesting the provision of services from us, you confirm that you have read and understood this privacy policy in its entirety. We collect, store and use your personal details as outlined above for our legitimate business interests, so that we can fulfil both your immediate and any potential future holiday booking or enquiry needs. This storage and use of your personal information allows you to be contacted about both your current booking or enquiry, and also allows us to update you with offers, opportunities and developments which could be both interesting and beneficial in the future. We do not believe that this storage and use will unduly prejudice your rights or freedoms. We retain information (including personal information) for the minimum reasonable time

period to allow us to provide our services and will delete it after that time. The only exceptions are in cases where we need to keep limited personal information to comply with our legal obligations, resolve ongoing disputes, or enforce our agreements.

24. LEGAL

In the event of any dispute between parties it shall be referred to the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is situated. Any contract between the parties shall be governed by English law and jurisdiction. Any disputes arising between you and us, if not mutually resolved, shall be referred to a single arbitrator agreed, or in the default of such agreement, to the President for the time being of the Law Society or Institute of Arbitrators. In either case, such arbitration would be subject to the provisions of the Arbitration Act of 1996 or any statutory modification thereof for the time being in force. All parties will contribute equally to the cost of Arbitration. These Booking Conditions supersede any previous issues.

I agree the above terms and conditions and understand that they form part of my short-term holiday letting contract on the property.

Signed:

Name:

Address: