

Terms & conditions – Fairways, Eastbourne

- * **Booking confirmation:** A confirmed booking exists when either written or email confirmation of that booking is accepted by Exclusively Eastbourne / Exclusively Short Lets† on behalf of the property owner.
- * **Lead guest:** The lead guest must be adult and over the age of 25 to book this property.
- * **Agreement:** Exclusively Eastbourne / Exclusively Short Lets act only as a marketing, sales and communications agent for the property owner – this booking agreement is between the guest and the property owner. However the guest is able to direct any queries through Exclusively Eastbourne or Exclusively Short Lets.
- * **Holiday let:** The guest acknowledges notice that the property is one to which Paragraph 9 of schedule of the Housing Act 1988 applies whereby the guest has the right to occupy the flat for the purpose of their stay only and whereby there will be no security of tenure within the terms of the said Act.
- * **Use of property:** The guest agrees to use this property solely for the purpose of a private holiday residence for the maximum number of people shown on the booking correspondence and agrees not to:
- use the property for any improper, illegal or immoral purposes
 - to sub-let the property
 - cause (nor allow any guests or visitors to cause) any nuisance, annoyance or disturbance to neighbours, or to the property owner, or to the property owner's agent
 - change, add, move or remove any items of furniture, furnishings or structures either inside or outside the property or alter the property in any way without first obtaining the owner's permission
- * **Safety:** Please ensure that children are monitored at all times and in particular be aware of the following hazards:
- **Swimming pool** – please read the pool rules and information (below) before using the pool.
 - **Laburnum tree** – there is a mature laburnum tree in the garden. These are poisonous so please do not touch any parts or the fruits / flowers. If you are unsure which it is, please ask.
 - **Staircase** – the staircase could be dangerous for young children, please refer to the information (below).
 - **Wendy house/summer house** – the garden buildings in the garden are for storage/pool plant only and are out of bounds for guests.
 - **Boundary fences** – no climbing on boundary fences.
- * **Payment:** For all bookings we require a non-refundable deposit of £400 per week to secure. The remaining balance must be paid at least six weeks in advance of your arrival (or on booking if this is less than six weeks), along with a £500 security deposit which will be held in case of breakages or damages (this may be higher for longer stays). This is payable by cheque, by bank transfer or by card and must be received before arrival.
- * **Cancellation policy:** Once you have booked your stay, the agreement is a legal contract between you and the property owner. If for whatever reason you are unable to make your booking and you cancel more than six weeks in advance of your arrival date, you will only lose your deposit. If a cancellation is received within six weeks of the arrival date, payment in full is due. For this reason we strongly recommend that you take out cancellation insurance. If the property is re-let during the period of cancellation we would offer a refund for the dates rebooked (after appropriate costs have been deducted). Should the property be re-let for a reduced fee, the guest will be liable to pay the difference between the original agreed payment and the reduced fee for the re-let, plus any agency commission charged for finding the new booking and banking charges incurred.
- * We would only cancel your booking if your accommodation was unavailable for reasons beyond our control. We would attempt to offer you alternative accommodation, however if this was not possible, or unacceptable to you, then we would refund all monies paid by you for the stay. Our liability would not extend beyond this refund.

* **Check in:** Your accommodation will be available to you for check in from **4pm** on the day of arrival. Please try not to arrive earlier unless agreed in advance, as we may still be preparing your accommodation. We will arrange to leave keys in a keysafe at our office, so you will need to make a short detour on your way to the property – we will email to discuss your timings and the keysafe code a few days before your arrival.

* **Check out:** Please be ready to leave the accommodation by **10am** on the morning of departure. Please leave the accommodation as clean and tidy as possible, wash any pots (or put in dishwasher and switch on) and dispose of rubbish as explained in the instructions within the property. Keys are to be returned as per the instructions in the guest information folder in the property.

* **Smoking:** All of our accommodation is strictly **NO SMOKING**. Guests believed to have been smoking in the accommodation may be charged additional cleaning of up to £100 per room affected. Please smoke outside and clear of the house with the doors and windows closed so smoke doesn't blow back in and safely dispose of any cigarette remains immediately. Please do not lean out of a window or use the bathrooms to smoke or vape. Vapour can set off smoke alarms so please also vape outside.

* **Candles/flames:** The use of candles or naked flames inside the property is not permitted unless part of a fitted appliance.

* **Children** are welcome - please advise us if you need any special equipment providing, such as a travel cot, and we will do our best to accommodate (space and availability of equipment permitting). However please bring your own cot bedding as we do not supply this.

* **Dogs and other pets** are not permitted including those of any visitors during your stay.

* **Parking:** There is space on the driveway to park a couple of vehicles and further roadside parking along Pashley Road. Please note that there isn't an on-site charging point for electric vehicles and we ask you not to trail a lead from inside the property to charge your vehicle. There are charging points locally so please let me know if you are bringing an electric vehicle and I will locate the nearest to your property or you can check out the Zap Map website on <https://www.zap-map.com/page/2?s=eastbourne>

* **Keys:** Please ensure that you leave all keys behind when you depart for the final time according to the instructions in the guest information folder in the property as the cost of replacements would be deducted from your security deposit should you lose any.

* **Doors, windows & kitchen balcony door:** Some of the windows and doors are imported from Sweden and you may not be familiar with how they operate. Please refer to the instruction sheets provided in the property. Please note that the front door opens outwards and be careful to keep hold of it especially if it is windy as it could fly back and smash the light behind it. The balcony door from the kitchen must only be opened to a maximum of 90° and either propped open or closed behind you.

* **Granite worktops:** Please do not use any cleaning product containing bleach or an abrasive material/cleaning substance on the worktops as these can cause damage – please only use water with washing up liquid and a non-abrasive cloth. No hot pans, dishes pots etc. to be placed directly onto the granite worktop. Please use the racks/heat protectors provided at all times. Do not stand or kneel on the worktops to clean windows or change light bulbs.

* **Laundry:** Beds are made up ahead of arrival and towels are also provided but please bring your own beach / swimming towels. If you are staying for two weeks or more, additional linen and towels will be provided for you to change yourself during your stay. If you do choose to wash any towels or linen, please ensure that you don't mix white with coloured materials as any damage or replacement would be deducted from the security deposit.

* **Bedrooms & bathrooms:** The two superking beds have new Hypnos mattresses which are expensive to replace. Please therefore ensure that the mattress protectors are kept in place throughout your stay, especially for the two superking beds as you will be liable for any stains on the mattresses during your stay.

* **Noise:** Please show consideration for neighbours at all times as this is a residential area. In particular, keep music, TV and noise low after 8pm and before 9am and consider that if windows or doors are open, sound travels much further. We want you to enjoy the garden, balcony and pool but ask you to keep noise to a minimum (especially squealing) so the neighbours can enjoy theirs too. Loud parties and gatherings are strictly prohibited.

* **Plumbing:** Please do not flush anything other than toilet paper and human waste down the toilets and use the bins provided for other products.

* **Staircase:** The staircase is the original 1970s “ranch style” staircase with polished wood and could be dangerous for young children. Guests are advised to wear slippers rather than socks when using to avoid slipping.

The staircase is made up with horizontal planks and could be tempting for children to climb up, so please supervise children at all time and do not allow them access to the hallway/stairway alone. Please be aware that:

- The height of the top rail in the upstairs hall is 90 cm and there are horizontal rails with a gap of approximately 13.5 cm between each.
- There are open treads, the space measuring approximately 15cm.
- There are open bannisters with approximately 26.5cm between each rail.

* **Swimming pool:** Please read the pool rules and general information before you use the pool (see below). Please note that you will be liable for maintenance costs if additional maintenance work is required as a result of your actions.

* **Garden:** There is a laburnum tree in the garden which is poisonous especially when in flower during the spring and summer. Please ensure that guests especially children do not touch the tree and if they do so accidentally, they must wash their hand thoroughly straight away. Please respect the signs throughout the garden and do not enter prohibited areas.

* **Utilities:** Our rental prices include the reasonable usage of electricity and water. If the usage of these during your stay is significantly higher than average usage for the appropriate season, you may have to contribute to costs. We are therefore asking guests to “Think Green” by turning down the temperature when you go out and at night and switch appliances off at the sockets (except for fridge freezers and the Wi-Fi) to reduce energy consumption.

* **Breakages and damages:** Please take care of the property and its contents. You are responsible and liable for any breakages or damages which you cause to the accommodation or its contents. Please report these as soon as they occur and allow the property owner or property owner’s agent access to carry out repairs. Should the cost of repairs and or replacements exceed the security deposit, the owner may seek additional compensation through legal means.

* The property owner and Exclusively Eastbourne / Exclusively Short Lets as agents do not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment.

* **Security deposit:** A security deposit of £500 (this may be higher with stays longer than 2 weeks) will be held in case of any damage to, or loss from, the property or its contents. Once the accommodation has been checked after departure, the cost of replacing items or remedying any damage to the property or the contents thereof will be removed from your security / breakage deposit and the remainder returned to you within two weeks of your departure. If the accommodation has been left in an unreasonably messy or dirty state, requiring deep-cleaning, the cost for this will be deducted from your security deposit.

* **Data:** Any data collected during the course of this booking may be kept on computer.

* **Identification:** As lead guest you will be asked to provide your full address, email and mobile number in use during your stay as well as the full names of all guests staying in the property. This information will be added to your booking but at no time will be passed on to third parties for marketing purposes. Overseas guests who don’t hold a British passport will also be asked to provide copies of their passports ahead of arrival.

* **Termination of agreement:** Failure to comply with any of the requirements set out in these terms and conditions will result in the agreement being terminated and may result in immediate eviction if within the rental period.

† Exclusively Eastbourne and Exclusively Short Lets are trading names of Exclusively Holiday Homes Limited, registered company number 08033675

SWIMMING POOL – RULES AND SAFETY INFORMATION

- Swimwear only to be worn in the pool.
- The pool can be used between 7am and 9pm (except on the mornings when the pool is being serviced, which takes about one hour). Please do not swim at any other time.
- Children and/or non-swimmers must be supervised in the pool and/or pool area by an adult at all times.
- Please shut the gate to the pool area when the pool is not in use and do not allow children to roam the garden without supervision.
- No children and/or non-swimmers allowed in the pool area when the cover is on.
- No-one, under any circumstances, is allowed to go in the pool when the cover is on.
- No food, drink, chemicals or other substances in the pool and/or pool area.
- No glass or crockery in the pool and/or pool area.
- No diving.
- No running in the pool area.
- Do not pee in the pool - the loo is just inside the house!
- Small children must use swimming nappies.
- Please be considerate to our neighbours and keep noise down.
- **In case of emergency / if an ambulance is required please call: 999**

GENERAL INFORMATION ABOUT THE POOL

- The pool is heated from approximately mid June up to mid-September (depending on the outside temperature). The heating will provide a temperature of between 24°C and 28°C if the ambient temperature is around the average temperature for the time of year and the cover is replaced overnight. If the cover is not replaced overnight it is likely that the temperature will not be maintained. In particularly cold weather it may be necessary to replace the cover during the day when the pool is not in use in order to maintain temperature. PLEASE DO NOT ATTEMPT TO ALTER THE POOL BOILER AND/OR PLANT IN ANY WAY. TAMPERING WITH THE PLANT SETTINGS/EXCESSIVE USE OF GAS MAY RESULT IN AN ADDITIONAL CHARGE.
- The pool cover is a manual solar cover (a bit like industrial bubble wrap) which floats on the pool in three separate pieces. As the pool is a kidney shape we are unable to fit an automated cover. It is easiest for two people to remove the cover together. Stand at the side of the pool and roll each piece (when it is still on the water), then remove to one side taking care not to obstruct safety signs and equipment. PLEASE TAKE CARE NOT TO TEAR THE COVER (ESPECIALLY AROUND THE DEEP END STEPS). DO NOT DRAG THE COVER OFF THE POOL AS THIS WILL RESULT IN DAMAGE TO THE COVER. Although taking this type of cover on and off can be a bit inconvenient, it is surprisingly good at helping to maintain the pool temperature when the pool is not in use.

- The pool is cleaned and chemical levels checked and adjusted every week (normally on Tuesday or Thursday morning) by our specialist pool contractors. Through the summer we aim to keep the chlorine levels at 1-3 parts per million. We achieve this by putting chlorine tablets into the skimmers and each chlorine tablet also contains very small amounts of stabiliser, clarifier and algaecide. We aim to keep the PH level of the pool at 7.2-7.6 and if needed (rarely) we may also manage the PH using dry acid (PH reducer). Our contractors will display details of their weekly visit on the plant room window.
- If we have unusually wet or hot weather it may be necessary for our pool maintenance team to visit more often to balance the chemicals and top up water levels. If this is the case we will let you know.
- Rarely the pool could become cloudy or green. This could be because of an extreme weather event (excessive rain and or humidity) or because a substance has been allowed into the pool which has affected the chemical levels. If this occurs it will be necessary for our contractors to come and "chlorine shock" the pool. The pool cannot be used for at least 24 hours after a chlorine shock treatment.
- If broken glass is found in the pool area we will need to instruct our contractors to drain, fully clean and re-fill the pool. This is an expensive procedure and takes several weeks during which time the pool cannot be used. PLEASE RESPECT OUR RULES NOT TO TAKE GLASS, FOOD OR DRINK INTO THE POOL AREA.
- There is a non-functioning jet stream in the pool about halfway along the golf course side. Please do not touch this, it does not work.