

Terms & conditions – The Secret Garden

* **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.

* **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
- hold parties or 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

* **Payment:** For all bookings we require a non-refundable deposit of £200 per week booked. 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 £200 security deposit which will be held in case of breakages or damages (which will be higher for bookings of three weeks or more). 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, unless the property is re-let for the period. For this reason we strongly recommend that you take out cancellation insurance. 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 – please contact us 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 day of departure. Please leave the accommodation as clean and tidy as possible, wash any dishes 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:** The accommodation is strictly for the use of **NO SMOKING** guests. Smoking or vaping is not permitted inside the cottage (including the bathroom or leaning out of a window) or in the garden. Guests believed to have been smoking in the accommodation may be charged additional cleaning of up to £100 per room affected.

* **Candles/flames:** The use of candles or naked flames is not permitted.

* **No children:** This is an adults-only property.

* **Dogs:** An adult neutered / spayed dog may be considered and must be agreed in advance and be sociable with the owner's dog. If agreed, there is an additional supplement.

We ask dog owners to observe the following rules (failure to do so may result in you being asked to leave without compensation):

- Dogs must be under strict control at all times while in the property
- Any fouling etc. must be cleared up without delay
- The owner must bring the dog's bed or basket for sleeping in and food / drink bowls
- Dogs MUST NOT be left alone in the property or elsewhere at any time
- Dogs MUST NOT lie on beds or furnishings, and hair must be well cleared up before departing
- The owner is responsible for the dog and the dog's behaviour at all times and for any damage caused
- Please bring a towel to wipe your dog's wet, sandy or muddy paws before entering the house

* **Parking:** There is unallocated parking in Arundel Road and Enys Road.

* **Laundry:** Beds are made up ahead of arrival and towels are also provided but please bring your own towels for the beach or swimming. If you are staying for two weeks or longer, additional linen and towels will be provided for you to change yourself during your stay. If you do 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.

* **Noise:** This is a residential area so please show consideration for neighbours at all times. In particular, keep music, TV and noise low after 8pm and before 9am. Please bear in mind that if windows or doors are open, sound travels much further and if you are enjoying an evening in the garden, please keep noise at reasonable levels so the neighbours can also enjoy their gardens and especially after 8pm. Loud parties and gatherings are strictly prohibited.

* **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 make a contribution.

* **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 £200 (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.

* **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