

Terms & conditions – Harbour Lookout, Sovereign Harbour (South)

*** 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 marketing, sales and communications agents 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

*** 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. 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 stay 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 booking. 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 contact you a few days before your arrival to confirm your key collection and to confirm any codes required.

*** 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 dishes (or put in dishwasher and switch on) and dispose of rubbish as explained in the instructions within the property. Keys are to be returned to post box **16** on the ground floor foyer.

*** Smoking:** This property 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 building with the door and window closed so smoke doesn't blow back in and safely dispose of remains immediately. Smoking is prohibited on the balcony, in the bathrooms or leaning out of a window. Vapour can set off smoke alarms so please also vape outside.

*** Candles/flames:** The use of candles or naked flames is not permitted – apart from gas hobs / cookers where these are fitted.

*** Children** are welcome - please advise us if you need any special equipment providing such as a travel cot or highchair and we will do our best to accommodate (space and availability of equipment permitting). Please note that we do not provide cot bedding, which you will need to bring with you.

*** Pets:** Pets are not permitted in the property including those of any visitors during your stay.

*** Parking:** There is an allocated parking space for one small car and allocated several visitor spaces on San Juan Court. Please do not park in or block any of the other numbered spaces as they belong to other residents.

*** Keys:** Please ensure that you leave all keys and the fob behind when you depart for the final time as the cost of replacements would be deducted from your security deposit should you lose any.

*** 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 two weeks or longer, 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.

*** Noise:** Please show consideration for neighbours at all times and bear in mind that this is a residential area. In particular, keep music, TV and noise low after 8pm and before 9am and bear in mind that if windows are open, sound travels much further. In consideration of neighbours below, please do not allow children to run around inside. We want you to enjoy the balcony but please keep noise to a minimum so the neighbours can enjoy theirs too. Loud parties and gatherings are strictly prohibited.

*** Balcony:** It is not permitted to smoke or use a BBQ on the balcony. If you use the outside furniture, please bring back in immediately after use and do not leave out in wet or windy weather or overnight.

*** Utilities:** Our rental prices include the reasonable usage of electricity, gas 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.

*** 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 / breakage deposit, the owner may seek additional compensation through legal means.

* The property owner and Exclusively Holiday Homes / 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 of three weeks or more) 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 and 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, Exclusively Short Lets and Accommodation Eastbourne are trading names of Exclusively Holiday Homes Limited, registered company number 08033675