

HOLIDAY HOMES OWNERS SERVICES (WEST WIGHT)

18 SOLENT HILL, FRESHWATER, ISLE OF WIGHT PO40 9TG

Telephone: 01983 753523

BOOKING CONDITIONS 2010

1. **GENERAL:** Holiday Homes Owners Services, West Wight ("the Company") acts entirely as a **booking agent**, arranging bookings and reservations of self-catering holiday accommodation as **agent** for the owner of the accommodation ("the Property Owner"). A binding contract between each and every adult member of the party ("the Holidaymaker") and the property owner will be entered into upon the Company issuing the Holiday Confirmation Form as booking agent for the Property owner.
2. **PAYMENT:**
 - 2.1. Bookings and reservations shall only be negotiated by the Company on payment of a deposit. This deposit includes a booking per week. The balance must be paid not later than eight weeks before the start of the holiday. Failure to do so will constitute cancellation of the holiday by the Holidaymaker. The Company does not automatically issue a reminder notice, but where this action is taken a charge of £10.00 will be made.
 - 2.2. If the Holidaymaker books the holiday less than eight weeks from its start, the full holiday costs must be paid prior to the issue of the holiday confirmation. Payments for such bookings must be made by credit/debit card unless an alternative method of full payment has been specifically agreed by the Company.
 - 2.3. Receipt and banking of any deposit shall not constitute acceptance of any booking.
 - 2.4. The brochure prices are cash prices.
3. **CANCELLATION OR ALTERATION BY THE HOLIDAYMAKER must be made in writing.**
 - 3.1. Any cancellation by the Holidaymaker within eight weeks of the holiday commencing for whatever reason will result in the complete loss of all monies, unless Cancellation Insurance has been put in place. It is therefore highly recommended that a Cancellation/Travel Plan be taken out (Application Form will be sent with your holiday confirmation) the loss of these monies is the responsibility of the holidaymaker. Should it be necessary to cancel the holiday prior to the eight-week period, then providing the company is able to re-let the property Clause 3.3 will apply. However Deposits and Booking Fee are non refundable.
 - 3.2. Where there is no qualifying reason for cancellation, within the terms and conditions of the Cancellation Plan, then 3.1 will apply therein. The holidaymaker will not be entitled to the return of any monies up to and including the date of cancellation.
 - 3.3. Prior to the payment of the final balance, where it is possible to accommodate changes to the Holiday Booking at the Holidaymaker's request, the Company will charge and administration fee of £69.00 and a revised Confirmation Form will be issued.
4. **OWNERSHIP OF THE HOLIDAY ACCOMMODATION:** The Company does not own the holiday accommodation which it books on behalf of the Holidaymaker and accordingly its use is subject to the terms and conditions of each Property Owner. The Property Owner/Keyholder is entitled to ask the Holidaymaker to leave the Holiday property, without refund of monies paid, if in the reasonable opinion of the Property Owner/Keyholder the behaviour of the Holidaymaker is unacceptable.
5. **LIMITATION OF LIABILITIES:**
 - 5.1. The Holidaymaker shall be entitled to the protection afforded him by the Unfair Contract Terms Act 1977 and accordingly nothing in these conditions shall apply to exclude or restrict any liability under subsections 2(1), 6(1) or 7(2) of that Act cannot in the relevant circumstances be excluded or restricted. Where loss or damage arises from breach of contract, negligence, misrepresentation, cancellation by the Company for any reason, or otherwise, neither the Company or its employees or agents (on whose behalf the Company contract for the purposes of this Condition 5) shall be under any liability to the Holidaymaker or to third parties for any loss or damage howsoever arising save the Company shall at its absolute discretion and without prejudice to the generality of the foregoing refund of all monies paid to it by the Holidaymaker.
 - 5.2. The Company is a holiday home letting agency and takes enormous care in the selection and subsequent inspection of the holiday properties, but does not have direct control of the care and/or maintenance and cleanliness of the properties or its contents in or outside of the property. The Company cannot accept liability for the acts or omissions of the owners or any person in the employ of the Company. The Company does not warrant and accepts no responsibility for the accuracy of any verbal information or statements made by its servants or agents.

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6. BROCHURE INFORMATION:

6.1 The information contained in the brochure is believed to be accurate at the time of going to press. Whilst the Company takes all reasonable steps to ensure the accuracy of the brochure text and photographs/illustrations, it cannot accept responsibility for errors contained in the brochure or the results thereof. The Holidaymaker must accept that minor differences between the text and photograph/illustrations and the actual property may arise. All distances are approximate and facilities may be altered or withdrawn for reasons not within the Company's control and responsibility cannot be accepted nor compensation considered.

6.2 Occasionally the Company may be advised of improvements and alterations after publication of the brochure and the Company to the best of its ability will notify the Holidaymaker at the time of booking, or at the earliest opportunity thereafter, of any major alteration which in the reasonable opinion of the Company could be foreseen to affect the enjoyment of the holiday substantially.

7.0 ALTERATIONS OR CANCELLATION BY THE COMPANY: In the unlikely event, and where the Holidaymaker is not in breach of the booking conditions, it is necessary for the Company to cancel the holiday accommodation or advise of a major alteration to the same (pursuant to Condition 6.2) the Company will endeavour to offer alternative accommodation of a similar type and standard at the same cost as that originally requested by the Holidaymaker. Should the only alternative property be of a higher price, the Company reserves the right to charge the difference. If the alternative accommodation is not acceptable to the Holidaymaker, or no alternative accommodation can be offered, the Company will refund in full all monies paid and be under no other liability.

8. NUMBER OF PERSONS USING THE HOLIDAY ACCOMMODATION:

8.1 The number of persons using the holiday accommodation must not exceed the maximum number stated in the brochure. The Property Owner/Keyholder is entitled to ask the Holidaymaker to leave if this condition is broken. This will be treated as cancellation by the Holidaymaker and Condition 3.2 herein will apply.

9. PETS:

9.1 Pets are permitted in those properties stated in the brochure to accept pets. If a pet is taken to a property where pets are not permitted, or the stated number/size of pets is exceeded, the property owner/Keyholder is entitled to refuse entry and this will be treated as cancellation by the Holidaymaker and Condition 3.2 will apply.

9.2 Holidaymakers are liable for all damage caused by pets, Holidaymakers are asked to remove all trace (inside and outside the holiday property) of pet occupation before final departure. The property owner/keyholder will be entitled to charge for any cleaning made necessary by pets. The minimum charge is £35.00.

9.3 At all properties where pets are permitted they are not allowed on beds or furniture in any central facilities such as swimming pools and children's play areas.

9.4 Within the boundaries of a Holiday Property, including any garden, dogs must be exercised on a lead and they must not be left unattended at any time in the holiday property. The Property Owner/Keyholder reserves the right to ask the Holidaymaker to desist if this condition and condition 10.2 are breached and failure by the Holidaymaker to do so will entitle the Property Owner to ask the Holidaymaker to leave and all monies paid will be forfeited.

9.5 Neither the Company or the Property Owner will accept liability for any claim arising out of Local Authority restrictions/bye laws barring the presence of dogs on beaches and in any other public areas within the locality of the Holiday Property or otherwise.

10. ARRIVAL AND DEPARTURE:

10.1 Unless otherwise stated on the Holiday Confirmation Form, the normal time of occupation is after 4.00pm on the holiday start date, and the holiday accommodation must be vacated by 10.00am on the day of departure.

10.2 It is incumbent upon the Holidaymaker to make contact with the Property Owner/Keyholder no later than 48 hours before the holiday start date to finalise all arrival details including particularly an agreed time of arrival and/or any key collection arrangements. Thereafter, the Holidaymaker must advise the Property Owner/Keyholder and the Company of any arrival delay at the earliest possible moment so that suitable arrangements may be made for later entry. The Company's Customer Care Line telephone number is 01983 753423 and is open weekdays and Sundays 10.00am to 5.00pm and Saturdays 9.00am to 6.00pm - excluding Christmas Day and Boxing Day - at all other times a 24 hours answer machine is operable and the Holidaymaker should leave clear details of their name, contact telephone number where applicable, their holiday booking reference, the holiday property number and a brief message. If this procedure has not been complied with and where delayed arrival prevents the Holidaymaker immediately accessing the Holiday Property, the Holidaymaker will bear full and complete responsibility for arranging and bearing the cost of any temporary accommodation or other temporary arrangements made, until access to the Holiday Property can be affected. The Holidaymaker will also be totally responsible for repayment of any reasonable costs incurred by the Property Owner/Keyholder or their authorised representative, arising out of such delayed arrival.

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10.3 If the Holidaymaker is unable to arrive at the holiday property by noon on the day following the holiday start date, the Holidaymaker must telephone the Company accordingly (see Condition 10.1, 11.3 and 12.1 herein for full details of the Company telephone number and opening hours etc.) so that suitable arrangements may be made for delayed arrival. Failure to follow this procedure will constitute a cancellation of the holiday by the Holidaymaker and Condition 3.2 will apply.

10.4 Neither the Company or the Property Owner can accept liability for any arising out of delayed arrival to a holiday property, or cancellation of the holiday by the Holidaymaker, due to adverse weather conditions which prevent travel to the Holiday Property temporarily or at all.

11. HOLIDAYMAKER'S RESPONSIBILITIES:

11.1 The Holidaymaker must keep the Holiday Property and all furniture, fittings and effects, in or on the Holiday Property in the same state of repair and condition as at the start of the holiday, and must leave the Holiday Property in the same state of cleanliness and general order in which it was found. The Property Owner/Keyholder will be entitled to make an additional charge to the Holidaymaker if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the Holidaymakers departure.

11.2 The Holidaymaker will be responsible for all damage or loss which occurs to the property or its contents during occupation and is also responsible for paying appropriate compensation to the Property Owner/Keyholder direct to the Company as agent for the Property Owner.

11.3 Where Holidaymakers abuse the Holiday Property and/or display rude or offensive behaviour towards the Property Owner/Keyholder, the Property Owner/Keyholder will be entitled to terminate the holiday and no refund will be due.

11.4 It is the responsibility of the Holidaymakers to make any specific requirements/needs known at the time of booking and to ensure that the holiday property selected is therefore suitable. Additionally the Holidaymaker must carefully check the Holiday Confirmation Form and note that if a particular requirement is not specified on the Confirmation Form then it will not be provided. In such event the Holidaymaker should contact the Company's Customer Care Line as described in Condition 10.2.

11.5 The Holidaymaker must pay any heating/power supplements directly to the Property Owner/Keyholder where applicable.

12. DISSATISFACTION:

12.1 It is important to both the Company and the Property Owner/Keyholder that the Holidaymaker has an enjoyable stay at the Holiday Property and every effort is made to ensure this happens. However, in the unlikely event of dissatisfaction, or any problem with the Holiday Property, the Holidaymaker must advise the Company immediately upon arrival, or immediately a problem occurs during the holiday period, so that a fair opportunity to rectify any difficulties is given. A problem cannot be resolved by the Property Owner or the Company unless details of it are made known prior to departure from the Holiday Property. Should the Holidaymaker fail to follow this procedure then the Company will place in effect Condition 12.2.

12.2 If the Holidaymaker vacates the holiday property prematurely as a result of alleged dissatisfaction, or make any form of claim upon return from the holiday, and has not followed the simple procedure above, then no liability for any subsequent claim will be accepted or correspondence entered into.

13. ACCESS: The Property Owner or their authorised representative and/or authorised representative of the Company shall be allowed access to the holiday property at any reasonable time during the holiday occupancy.

14. PRICES: All prices printed in the brochure are believed to be correct at the time of going to press, but may change without notice. Ferry prices may be subject to revision by the ferry company and the Company reserve the right to reflect any such revision in our prices.

15. HEADINGS: These Conditions shall be read and construed without reference to their clause headings which are included for convenience only.

16. This brochure and the prices and booking conditions it contains supersedes all previous issues. Prices and booking conditions in this brochure may be superseded by subsequent editions.

HOLIDAY CANCELLATION INSURANCE

IS HIGHLY RECOMMENDED AND SHOULD BE TAKEN OUT

A form will be sent with your Holiday Booking Confirmation