

Terms & conditions – Sail Away, Sovereign Harbour, 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.

* **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:** This agreement is made on the basis that the property ("Quayside") is to be occupied by the Guest(s) for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest(s) acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

* **Use of property:** The Guest(s) agrees to use this property solely for the purpose of a private holiday residence strictly for the maximum number of people and number of days 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 for each 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.

* **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 between 4pm and 6pm on the day of arrival. Please try not to arrive earlier as we may still be preparing your accommodation and therefore not available to welcome you. If you are arriving later than 6pm, we can arrange to leave keys in a keysafe for you – please contact us to discuss your timings a few days before your arrival.

* **Check out:** Please be ready to leave the accommodation by 10am on the day of departure. Please try to 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 in accordance with arrangements made at check in.

* **Children** are welcome - please advise us if you need any special equipment providing, such as travel cot or high chair and we will do our best to accommodate (space and availability of equipment permitting).

* **Dogs** may be considered if adult (generally over three years), house trained and neutered / spayed and **must** be agreed in advance. If agreed, there is an additional supplement per dog. 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 NOT** be left alone in the property at any time
- Dogs **MUST NOT** lie on beds or furnishings, and hair must be well cleared up before departing
- Any fouling etc. must be cleared up without delay – inside and outside the property
- Please bring the dog's bed or basket for sleeping in and food / drink bowls
- Please bring a towel to wipe your dog's wet, sandy or muddy paws before entering the house
- The owner is responsible for the dog's behaviour and for any damage caused, and should ensure your dog does not bark or howl inside the building and does not disturb neighbours

* **Parking:** There is parking for one car on the driveway and additional visitor spaces or roadside parking close to the property.

Rear Patio area and quay: The glass gates to the marina and jetty must remain secured at all times. Swimming, paddling or throwing items including stones into the marina is strictly prohibited. If you bring a dog, please do not allow them to jump into the marina. If you wish to moor a boat during your stay, you must arrange with us in advance and the boat / jet ski must have a motor and a radio to contact the marina.

* **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 a longer period, an additional set of linen will be provided. 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.

* **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 make a contribution.

* **Noise:** Please show consideration for neighbours at all times. In particular, keep music, TV and noise low after 8pm and before 9am. Bear in mind that if windows are open, sound travels much further, so please close windows between these hours. If you are enjoying an evening in your private patio garden, again please respect the neighbours and keep noise to a minimum.

* **BBQ:** There is a gas BBQ in the garden which is available for you to use during the summer months. Gas is not provided and you are asked to ensure that the BBQ is fully cleaned after use. Any additional costs incurred should it require cleaning at the end of your stay will be deducted from the security deposit.

* **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 or vape outside with the door closed behind you but not on the decked areas of the rear patio or balcony and remove any cigarette remains safely and immediately. Please do not smoke or vape in the bathrooms or leaning out of the windows.

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

* **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 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 for 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 by the property owner 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