



## Terms and Conditions

### 1. General

The letting of 'the Property' for any period ("the Tenancy") shall be between The Owners and the person(s) named on the booking form ("the Tenant(s)") such expression to include any other person occupying the Property with the Tenant(s), subject to the following booking conditions. Wellies & Windbreaks ('The Management') is responsible for all administration relating to the booking and is the sole point of contact.

### 2. Rent

Rents shown are per week (or per Short Break, where applicable). All bookings are to be made directly with the management.

### 3. Deposits and balance settlement

For bookings made more than 2 months before arrival a deposit of 25% of the total rent is payable on booking. The balance of rent plus a refundable security deposit must be paid at least 2 months before arrival. For bookings made less than 2 months before arrival the total rent plus the refundable security deposit is payable on booking. The acknowledgement of the balance payment will set out arrangements for access to the property. The management reserves the right to cancel the booking and retain the 25% deposit if the full balance is not paid within a week of the final demand. The final demand shall be made if the full balance is not paid within a week of the due date shown on the tenants booking form. Provisional bookings will be held for 4 working days only.

### 4. Refundable Security Deposit

A refundable security deposit is required. This will be refunded within seven days after inspection of the property subject to its state and contents being satisfactory. Reasonable deductions from the deposit may be made for breakages or damage at the discretion of the management. Should any damage exceed the value of the security deposit, the tenant is liable for the additional costs.

### 5. Commitment

Once confirmation of the booking has been issued by the management, the tenant is liable for the total rent unless a cancellation has been made in writing to the management. At that stage, the terms of the cancellation policy apply (see 6a below.)

### 6a. Cancellation

i) If a tenant cancels more than 60 days prior to their holiday, the 25% deposit paid to secure their booking will be retained. A cancellation must be made in writing to the management and upon receipt of notice of cancellation, the management will seek to re-let the property for the whole period of the booking. If the management succeeds in re-letting the property for all or part of the period booked, it shall refund the deposit monies retained less a £45 administration fee.

ii) If a tenant cancels less than 60 days prior to their holiday, the tenant is still liable for the full cost of the booking. A cancellation must be made in writing to the management and upon receipt of notice of cancellation, the management will seek to re-let the property for the whole period of the booking. If the management succeeds in re-letting the property for all or part of the period booked, it shall refund the guest an amount equal to the monies received less (1) the rental for the period that is not re-let and (2) an administrative charge of £45.00. If the management does not succeed in re-letting the property for any of the period, the tenant is liable for the full cost of the booking.

iii) The management advises that tenants take out separate holiday cancellation insurance.

### 6b. Exceptional COVID cancellation policy

i) If official Covid Restrictions are put in place by the government on overnight stays in holiday rental accommodation, either nationwide or in the localised West Sussex area, the management will refund in full less a £15 administration fee. The tenant will be allowed to transfer their booking to a later date, however, they won't then be able to ask for a refund, unless the Covid Restrictions are extended to cover the dates of their transferred booking. The tenant can transfer their booking to either the same property or an alternative in the management's portfolio. The tenant will be liable for any change in pricing, either for the alternative property or seasonal rate change and this will be reflected in the new booking statement. The management's standard cancellation policy will apply to the new booking if no restrictions are in place (see above in 6a. for details of the standard cancellation policy).

ii) If localised official Covid Restrictions are enforced in the guest's area of residence, the management will refund in full less a £15 administration fee. The tenant will be required to provide a copy of Official Government information detailing the travel restrictions that are preventing them from coming to stay and a copy of a recent utility bill showing their name and address. The tenant will be allowed to transfer their booking to a later date, however, they won't then be able to ask for a refund, unless the Covid Restrictions are extended to cover the dates of their transferred booking. The tenant can transfer their booking to either the same property or an alternative in the management's portfolio. The tenant will be liable for any change in pricing, either for the alternative property or seasonal rate change and this will be reflected in the new booking statement. The management's standard cancellation policy will apply to the new booking if no restrictions are in place (see above in 6a. for details of the standard cancellation policy).

iii) If a tenant is shielding and is not permitted to travel, but no official restrictions are in place for their holiday dates, the tenant will be permitted to transfer their holiday to a later date for a £15 administration charge or cancel their booking subject to the management's standard cancellation policy (see above in 6a. for details of the standard cancellation policy). The tenant can transfer their booking to either the same property or an alternative in the management's portfolio. The tenant will be liable for any change in pricing, either for the alternative property or seasonal rate change and this will be reflected in the new booking statement. The tenant will be required to provide a copy of the official letter informing them of their requirement to shield.

iv) If a tenant can't travel because they are ill, even if they are ill with coronavirus symptoms, the management's standard cancellation policy will apply (see above in 6a. for details of the standard cancellation policy).

### 7. Occupation and vacation of properties

The property is available for occupation from 16.00 on the day of arrival and must be vacated by 10.00 on the day of departure. Unless an alternative has been agreed by the management. Long weekend and mid week rentals are subject to availability in mid and low season.



## 8. Provisions

All bed linen, bath/hand towels and tea-towels are provided. Travel cots can be provided but the tenant must bring their own cot bedding. Beach towels are not provided.

## 9. Unavailability

If the property shall be made unavailable for whatever reason before the commencement of the Tenancy, the Tenancy shall be cancelled and the rent paid shall be refunded. The tenant however shall not be entitled to any further damages.

## 10. Tenants obligations

- To pay for any losses, damage or breakages to the property caused by the tenant or a member of their party. Appropriate costs will be deducted from the security deposit as necessary, following an inspection of the property upon departure.
- To take excellent care of the property and its furniture, pictures, fittings and effects and leave it in the same state of repair and condition and in the same clean and tidy condition at the end of the tenancy as in the beginning.
- To permit the management reasonable access to the property for the purpose of inspection or to carry out necessary repairs or maintenance.
- Not to part with possession of the property, or share it, except with members of the party shown on the Booking Form.
- Not to sell or transfer the booking to another party without the management's agreement
- Not to cause an annoyance or become a nuisance to occupants of adjoining premises or local neighbours
- Not to smoke in any part of the property and to make sure cigarette ends are not left in the garden or at or near the front of the property
- Not to bring any pets, unless agreed by the management.
- Under no circumstances may guests host parties or large gatherings at the property.

## 11. Maintenance and repair

The property is maintained to a high standard. The property will be cleaned prior to the beginning of every tenancy.

In the event of a service or item fault, the tenant must inform the management and a repair / replacement shall be found / fitted within 24 hours where possible and within 3 working days at the maximum. The management cannot be held liable for any loss arising from loss of use of the service / item within the specified time limit.

## 12. Complaints

Any complaint must be made known to the management immediately. No complaints will be entertained after the tenant has departed the property.

## 13. Personal injury & loss of tenant property

The tenant or members of his/her party cannot hold the owners or management responsible for personal injury sustained or the loss of or damage to any personal belongings during their stay at the property. Use by the tenant of all facilities at the property is at the tenant's risk.

## 14. Occupancy

Only named guests detailed in the booking form are permitted to stay at the property overnight.

## 15. Right to refuse

The management reserves the right to refuse any booking and in exceptional circumstances, to terminate, modify or alter arrangements made for the tenant.

## 16. Property Description

Within the limitations imposed by the website featuring the property, the management believes that the property is fairly described. However, some changes do happen during the year and the management will make every effort to pass on any relevant information to prospective tenants. Should any further information be required about the property and its surroundings, it is always possible to speak to the management.

## 17. Validity Clause

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this agreement shall not be affected.