

SEAVIEW HOLIDAYS LIMITED
TERMS AND CONDITIONS

These terms and conditions apply to any booking made through Seaview Holidays and are liable to change without prior notice. Please read them carefully before making a booking.

1 Definitions

In these terms, the following definitions shall apply:

“Agent” means Seaview Holidays Limited company number 05100693 whose place of business is at Salterns, Seaview, Isle of Wight, PO34 5AQ;

“Booking Form” means the form issued to the Hirer by the Agent setting out some of the terms of the Contract;

“Commencement Date” is the start date of the Hire Period;

“Contract” means a contract between the Hirer and the Owner for the hire of the Property for the Hire Period;

“Departure Date” is the last day of the Hire Period;

“Hirer” means the person who signs the Booking Form;

“Occupants” means the Hirer and the other persons named on the Booking Form;

“Owner” means the owner of the Property details of whom shall be set out in the confirmation of booking;

“Fee” means the hire fees payable as set out on the Booking Form;

“Property” means the property which the Hirer has agreed to hire as set out on the Booking Form;

“Hire Period” means the period during which the Hirer agrees to hire the Property as set out on the Booking Form.

2 Contract

2.1 A Contract will exist between the Hirer and the Owner once the Agent has received the booking and sent the Hirer a written confirmation of that booking. The confirmation may be by post or by email.

2.2 These terms and the information on the Booking Form shall apply to any booking made through the Agent. If there is any conflict between these terms and the Booking Form, the terms on the Booking Form shall apply.

2.3 Seaview Holidays Limited is an agent for the Owner and any queries regarding any booking should be made to the Agent.

3 Occupation

3.1 The holiday will start at 15:00 hours on the Commencement Date and the Occupants must have vacated the Property with all their effects by 10:00 hours on the Departure Date. Occupants who are late vacating the property on the Departure Date, may be subject to a surcharge (see note 7.4).

3.2 The Hirer is responsible for the booking. The Hirer warrants that they are over 18 years of age.

3.3 All Properties are for couples, families and their guests only. Young people cannot be accepted unless accompanied by their parents.

3.4 The Agent reserves the right to refuse any reservation at its own discretion.

3.5 The Owner regrets that no pets are allowed at any of the Properties.

3.6 Use of the Property is for the purpose of a holiday by the Occupants only during the Hire Period and not for any other purpose or longer period.

3.7 No Property shall be occupied by any person suffering from, or who has recently been in contact with someone suffering from, an infectious disease.

4 Availability and Facilities Accommodation

It is possible that in some circumstances accommodation or a facility may have to be temporarily withdrawn, due to maintenance, renovation, adverse weather conditions, changes in governmental legislation, or any other factor outside our control. We reserve the right to make such alterations in the above circumstances without prior notice, and are unable to accept liability for the loss of an advertised facility, or to pay compensation for any inconvenience caused. Should changes occur, we will advise of these changes, where made prior to booking and will use reasonable endeavours to advise guests already booked of any changes made thereafter.

5 Dogs

We can accommodate one dog per selected property at Tollgate and Salterns Beach only, at an extra charge as specified in the price list. No dogs at Pondwell.

Note that local bye-laws do not allow dogs on the beach from May to September.

- 5.1 All dogs must wear a collar and identity tag and be kept on a lead under the control of a responsible adult at all times, and must not be left in the property unattended.
- 5.2 Dog owners are responsible for clearing up after their dogs and disposing of dog waste. The nearest disposal bin is located at the Hersey Reserve car park, halfway between Tollgate and Salterns Beach.
- 5.3 We reserve the right to require the owner of any dog to remove it from the property if we consider it a nuisance or to be interfering with the general comfort of our guests in any way.
- 5.4 Certain types of dogs are not allowed, in order to maintain the safety and well being of all our guests. These include, but are not restricted to, Pitbull Terrier, Dogo Argentino, Fila Brasileiro and Japanese Tosa and other dogs as described on the Dangerous Dogs Act. Dogs that are also legally required to be muzzled are not allowed.

6 Price

The Hirer shall pay the Fee. A part payment of the Fee of £100 per bungalow or £50 for camping must be sent with the Booking Form. The balance is payable eight weeks before the Commencement Date. Payment must be made in cleared funds. Cheques should be made in favour of Seaview Holidays Limited and should allow five days for clearance.

7 Security Deposit

- 7.1 A security deposit will be required in respect of some Properties. Details of the Security Deposit will be set out in the confirmation of booking.
- 7.2 The Security Deposit will be held by the Agent to be applied against the reasonable repair or replacement and cleaning of furnishings, kitchen equipment, crockery, glasses, bedding and towels damaged or soiled, otherwise than by usual wear and tear, during the Holiday Period by the Hirer or any other occupant of the Property during the Holiday Period. The balance of the Security Deposit will be returned to the Hirer within 21 days of the Departure Date.
- 7.3 In the event we discover smoking has taken place inside the Property during the Hire Period, we reserve the right to retain the full Security Deposit, or in the event of any deductions relating to 7.2 and the balance therefore being less than the Security Deposit, we reserve the right to debit the remainder of the Security Deposit from your credit/debit card.
- 7.4 We reserve the right to retain the sum of £50 from the security deposit for Occupants who vacate the property late, after 10:00 hours, on the Departure date.

8 Keys

The Agent will issue to the Hirer one set of keys to the Property on the Commencement Date and the Hirer must return them to the Agent on the Departure Date. If the Hirer loses a key the Agent will replace it and the Hirer shall pay the reasonable cost of having a replacement cut.

9 Hirer's Obligations

During the Holiday Period the Hirer must:

- 9.1 allow the Owner or the Agent to enter the Property to inspect the state of it, at all reasonable times upon reasonable notice, or in the event of emergency at any time without notice, causing as little inconvenience to the Hirer as reasonable practicable and making good any damage caused to the Property and any of the Hirer's property;
- 9.2 keep the Property, the furnishings and contents clean and in good condition, notify any damage or breakages to the Agent as soon as possible and be responsible for the cost of any damage or breakages occasioned during the Hire Period;
- 9.3 not cause damage to the walls, doors or windows of the Property;
- 9.4 not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or the Agent or to any other occupier of adjoining or neighbouring premises;
- 9.5 not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium; and
- 9.6 comply with any regulations reasonably made from time to time in respect of the Property and notified to the Hirer from time to time before or during the Hire Period and ensure that they are observed by all members of the Hirer's family or group.

10 Communal Outdoor Areas

At Tollgate and Salterns Beach, Frisbee throwing, ball games and skate boarding are not permitted in the central communal areas in front of the Property's.

11 Safety

- 11.1 Additional electrical apparatus may not be connected to the electrical system and the existing apparatus may only be used at the density of one item to each outlet plug. The Hirer shall not extend the electric wiring or cause overloading to the electrical system.
- 11.2 The Owner confirms that the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 11.3 The Owner confirms that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.
- 11.4 The Owner confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Licensee.

12 Changes to Bookings

Subject to clause 12 below, any agreed changes to bookings will be charged at £10 to cover administration costs.

13 Early Termination

- 13.1 Should the Property become uninhabitable during the Hire Period through no fault of the Occupants, the Owner reserves the right to offer comparable or higher standard accommodation or return to the Hirer the appropriate proportion of the Fee attributable to the unexpired remainder of the Hire Period.
- 13.2 The Owner may terminate the Contract in the event that the Hirer or any other occupant of the Property during the Hire Period is in material breach of the terms of this Contract. In the event of such termination the Hirer shall not be entitled to any refund and neither the Owner nor the Agent shall be liable for any loss or damage suffered by the Occupants as a result of such early termination. In any other event, the Owner reserves the right to cancel a reservation at any time, in which case the Hirer will be entitled to a full refund of any monies already paid.

14 Cancellations and Insurance

- 14.1 The Hirer may cancel a booking by notification to the Agent in writing. The date of the cancellation is the day when we receive written confirmation. Cancellations more than 56 days before the Commencement Date will result in the deposit being forfeited and the Agent will return to the Hirer any balance of the Fee which has been paid. Cancellations 56 or less days before the Commencement Date will result in 100% of Fee being payable in full by the Hirer..
- 14.2 No refund will be made for absence or early departure.
- 14.3 The Hirer is strongly recommended to take out holiday and cancelled booking insurance to safeguard your holiday. The Agent has arranged a competitive insurance package to cover your holiday and travel arrangements. The scheme is underwritten by UK Insurance Limited who are a member of ABI and is administered by Travellers Protection Services Limited. Details of this will be sent with every booking confirmation. Alternatively, the Hirer may arrange their own personal or annual holiday insurance.

15 Vehicles

- 15.1 All cars must only be parked in the car parks or allocated parking as indicated. Neither the Owner nor the Agent shall be liable for any loss or damage suffered or caused to any vehicle which is not due to the negligence of the Owner or the Agent.
- 15.2 No scooters, motorcycles or commercial vehicles can enter the Seaview Holidays site. If the Property to be hired is either a Pondwell Bungalow or the campsite these vehicles may be parked at either the Wishing Well Public House car park or the lane adjacent to Pondwell at the Hirer's own risk. These vehicles shall not be allowed at either the Tollgate or Salterns Bungalows.
- 15.3 Cars are allowed into the "Traffic Free" areas at Salterns and Pondwell only on the Commencement Date and the Departure Date. The only exception is at Pondwell for disabled persons using our disabled persons unit.
- 15.4 All vehicles must adhere to the strict speed limits and vehicle prohibited areas on site. We reserve the right to withdraw permission for Hirers vehicles to remain on site if these are not adhered to at all times.

16 Travel

Bookings made involving the booking of, or travel on the services of Wightlink Limited or Red Funnel are subject to the terms and conditions of the carriers.

17 Limitation of Liability

- 17.1 Neither the Owner nor the Agent shall be responsible for any losses that the Hirer or any other occupant suffers as a result of the Owner or the Hirer's breach of the Contract except for those losses which could be reasonably foreseen would result from such failure to comply. In particular, neither the Owner or the Agent shall be liable for any loss of income or revenue, loss of business, loss of anticipated savings or loss of data.
- 17.2 Clause 15.1 shall not prevent or limit liability for
 - 17.2.1 Death or personal injury caused by the Owner or the Agent's negligence;
 - 17.2.2 foreseeable loss of or damage to the Hirer's physical property;
 - 17.2.3 fraud or fraudulent misrepresentation;
 - 17.2.4 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 17.2.5 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - 17.2.6 any other matter for which it would be unlawful to exclude or limit liability.

18 Notices

Any notice to be served on the Owner or the Agent under the Contract may be given during the Holiday Period by delivery through the letter box or putting under the front door of Saltern's Main Office, Seaview, and shall be deemed to be received upon the expiration of twenty four hours after service.