

**THE ANGMERING ON SEA BEACH HOUSE  
THE NEW ENGLAND BEACH HOUSE  
THE CLUB WALK BEACH HOUSE**

Terms & Conditions of Booking (Revised 11 September 2020)

These Terms & Conditions, together with the Booking Confirmation (herein after “booking form”) form the contract between the Caroline Orr-Bond (herein after “the Owner”) and the person making the booking (herein after “the Guest”). Payments must be made by the contracted party. It is a condition of this contract that all the details given in the booking form are not changed without the express consent of the Owner.

### **1. CONTRACT**

Caroline Orr Bond, the Owner and sole proprietor of The Angmering on Sea Beach House, The New England Beach House and The Club Walk Beach House, combined known as Luxury Beach House Rental; will arrange short term holiday lets of the said properties. The Contract is between the Owner of the Property and the Guest. Any issues arising under the Contract should be addressed to the Owner.

The Contract will be entered into when the Guest returns the booking form duly signed and dated. The Guest should check the booking form and Terms & Conditions carefully before signing.

The Owner shall not be under any liability to the Guests or third parties for any accident, damage, loss, injury, expense or inconveniences, which may be suffered, incurred, or arise out of or in any way connected with the let. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

The Contract is for the let of the property and is made between the Owner and the Guest only. The Contract is not conditional on the ability or otherwise of any of the Guest’s party to stay at the property for whatever reason.

### **2. PAYMENT**

Please note that all payments made (50% deposit; 50% balance or 100% payment) are non-refundable.

(a) DEPOSIT: A non-refundable deposit of 50% of the total rent is payable to reserve specified dates to stay at the Property.

(b) BALANCE: The non-refundable remaining 50% of the total rent becomes payable 13 weeks before the start of the let (unless otherwise specified on the Booking Confirmation). Should a booking be made within 4 months of the start of the let, the full non-refundable deposit and balance must be paid together. Failure to pay the balance on or by the due date shall be construed as a cancellation by the Guest.

(c) CAUTIONARY/DAMAGE DEPOSIT: In addition, a refundable cautionary / damage deposit of £1,000 is payable at the time specified on the Booking Confirmation – by credit/debit card. This payment is not processed until the day of arrival.

(d) PAYMENT METHOD: All payments must be made to the Owner. Payment should be made ideally by electronic transfer and bank details are on shown on the front of the booking confirmation; or alternatively by credit/debit card (via Worldpay). We are fully PSS1 Compliant.

### **3. REFUND OF THE CAUTIONARY/DAMAGE DEPOSIT**

The cautionary/damage deposit will be refunded within 14 days of your departure from the property less any costs incurred. Where this has been paid by bank transfer, we will refund the deposit back into your account, upon receipt of your bank details. Please contact our accounts department to provide us with the details as the refund will not be processed until we are in receipt of your account details. The Owner will not be held accountable if the cautionary deposit is not refunded within the 14 day time scale where we have not been provided with this information. A charge will apply where we are requested to credit an International bank account.

Where the cautionary / damage deposit is paid by credit/debit card, the same card will be refunded accordingly.

The Guest is legally bound to reimburse the property Owner for replacement, repair or extra cleaning costs on demand. Cautionary deposits are to cover any damage to the property and any contents, extra cleaning costs if the property is left in an unreasonable state, neglect, loss or non return of keys, excessive or long distance telephone charges, and a deduction (or full amount) will be made if we receive a complaint of unruly behavior from any of our neighbours. If we are not able to contact you to advise of any damages that may have occurred during your stay that require a deduction from your deposit, we cannot guarantee the balance of these funds will be refunded within the 14 day time period.

The Owner will not be held accountable for any bank charges etc you may incur resulting from the late return of the deposit. In the event of damages caused by you, the Guest, and your party during your stay costing in excess of the cautionary deposit payment you will be notified in writing of the amount owing. If we do not receive the funds within 30 days of your departure, we reserve the right to debit any credit/debit card details that we hold on file for you for the outstanding amount. Please note: If we are awaiting a quote from the Owner for repair / replacement of items, an extension of this 14 day timescale may be necessary. Please ensure we have all relevant contact details to enable us to contact you when refunding your deposit.

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Should the Guest cancel the booking, the £1,000 refundable cautionary/damage deposit will be returned (assuming it has been paid) – see below re other monies.

#### **4. CANCELLATION and CANCELLATION INSURANCE**

Cancellation insurance on the part of the Guest is mandatory, and the Guest should provide evidence of such.

Any cancellation made by the Guest for whatever reason shall be via email to the owner to the address on the Booking Confirmation form. Upon receipt of the notice of cancellation, all monies paid by the Guest shall be forfeited to the Owner. There is no right to sublet under this agreement.

It is extremely unlikely that the Owner will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable.

If the Guest wishes to cancel for personal or ill health reasons, the Owner will not give a refund. If the Guest wishes to cancel as requirement to self-isolate or being unable to leave home due to a local lockdown in the Guests home area, the Owner will not give a refund, but will offer alternative dates.

If there is a change in the law restricting the number of guests staying in a property at any one time; it is the duty of the Guest to organise his/her group across the duration of their stay to comply with Government regulations. As stated in Clause 1 above, The Contract is not conditional on the ability or otherwise of any of the Guest's party to stay at the property for whatever reason. The Owner is not responsible for any Government restrictions and regulations or penalties that affect a Guest's stay.

#### **July 2020 - Updated Government guidance for accommodation providers if a guest displays symptom of COVID-19**

The following of and adherence to Covid-19 guidelines is a term of the contract. If not followed it will be deemed as a breach of contract and the owner reserves the right to activate Clause 30 below.

If a guest is displaying signs of the Covid-19 virus while staying in overnight accommodation for a permitted reason, the guest is required to inform the owner and immediately self-isolate where they are to minimise any risk of transmission, and request a test. If they are confirmed to have Covid-19, the entire group must return home. If a guest cannot reasonably return home (for example because they are not well enough to travel or do not have the means to arrange transport), their circumstances should be discussed with an appropriate health care professional and, if necessary, the local authority. Guests should follow government guidance on dealing with possible or confirmed coronavirus (COVID-19) infection.

If the Guest is not able to vacate the property within their booking timeframe the Guest will be liable to pay for all affected bookings and additional cleaning as a result of their extended stay. (This will also cover other cancellations where other guests leave because of the presence of a COVID sufferer onsite).

Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

The guest booking the stay is responsible for ensuring their group adheres to Government guidelines for use of the house.

Our Beach Houses comply to the Professional Association of Self Caterers UK (PASC) cleaning protocols for self-catering properties and short-term lets in the context of Covid-19.

#### **5. BOOKING AMENDMENTS**

If you, The Guest, require any amendments to be made to the original Booking Confirmation, they should by email direct to the owner and acceptance confirmed thereafter by the owner. However, any change requested within 12 weeks will be treated as a cancellation and all monies paid non-refundable. By signing these terms and conditions you are agreeing not to sell or transfer the booking to another party without written consent.

#### **6. PERIOD OF HIRE**

Rentals commence and terminate at the times specified on the Booking Confirmation.

#### **7. USE OF THE PROPERTY**

The property is let as a holiday home and may not be used as a venue for an event nor made available to paying guests. No additional guests (over and above those listed on the Booking Confirmation and on the Guest Information form) are permitted. All services, such as catering, beauty therapists, hair stylists etc, should be cleared with the owner in advance. The Beach Houses are not party houses and therefore we do not permit banners, balloons or any other similar items at any of the houses. We reserve the right to deny access to the entire party, to require the entire party to immediately vacate the property and / or to retain the full Damage/Cautionary Deposit if this condition is not observed.

#### **8. PETS**

Up to two well-behaved dogs are permitted on the ground floor by prior permission. Dogs must be under proper control at all times, and are not permitted on any furniture nor in any bedrooms. No pets other than dogs are permitted. In the interest of safety, hygiene and amenity, dogs should be kept on leads on Estate roads. All pets should be controlled to prevent accidents and avoid fouling any part of the estate. There are bins at the end of the South Strand Car Park (by the beach) to deposit all mess picked up. If any dog mess is

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deposited in the domestic council bins at the property, the damage/cautionary deposit will be forfeited as the bin company will not collect any rubbish containing dog mess and the bin collection contract will be cancelled.

## **9. COMPLAINTS**

Should there be any cause for complaint during the occupation of the Property, it must be notified promptly to the Owner and in the case of serious problems confirmed in writing.

## **10. CARE OF THE PROPERTY**

The Guest agrees to take good care of the Property and to leave it clean and tidy and to be responsible for any breakages and items missing or any other loss or damage occurring at or to the Property, during the Occupancy Period. The Guest will be required to pay for any such loss, damage, breakages or missing items and any cleaning (other than normal cleaning) which is required following departure.

All defects or wants of repair that may be noticed in the Property or the furnishings, fittings, contents or decorations thereof must be reported immediately to the Owner or her representatives and no attempt to repair the same shall be made other than by the Owner or persons authorised by her. The Guest is responsible for the behaviour of all persons who may be resident in (or otherwise in) the Property during the Occupancy Period and for the condition in which the Property is left at the end of the Occupancy Period.

No inflammable or explosive material shall be stored or placed in or close to the Property. No dirt, rags, oil or similar material shall be put in any baths, sinks, lavatory or pipe at the Property.

No firearm, shotgun, crossbow or air weapon shall be brought onto the property without written permission first having been obtained and in no circumstances shall any such weapon be kept in the Property.

## **11. HOT TUB**

Please note that no alcohol or food may be consumed in the hot tub. Before entering the hot tub we require guests to shower beforehand if they are wearing sun cream, fake tan or waterproof makeup. Should it be necessary to drain, clear out the filter, re-fill and re-heat the hot tub due to the above terms not being adhered to the sum of £250 will be deducted from your Cautionary Deposit. Should there be a hosepipe ban in Sussex, we will keep the hot tubs going for as long as we can, but if they get into a condition that is unclean, they will be drained and out of action until such time as the ban is lifted. In addition, please read the Health & Safety document provided in the property House Book.

## **12. LINEN**

Sun cream, fake tan, waterproof makeup and hair dye can cause permanent damage to bedding, linen and towels and we ask all guests to take care when using these products. If you plan to use them, we recommend that you bring some spare linen in order to prevent staining during your stay. If such staining occurs, although every effort will be taken to remove any stains if this is not possible, a charge may be levied to replace these items.

## **13. ELIGIBILITY**

The Beach Houses are private homes with restrictions in place in terms of the type of group accepted. With this in mind you will be asked the occasion for your stay at point of booking; please note that if it transpires the occasion is not as detailed, we reserve the right to require the property to be vacated immediately and to retain your cautionary deposit which will be used to compensate the Owner accordingly.

## **14. WARRANTIES**

This contract is made between the Guest and the Owner and is governed by law of England & Wales and both parties hereby agree that any dispute, matter or other issue will be dealt with by the Courts of England and Wales. The Owner does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees or agents or displayed on websites. The Guest may not transfer their booking or any rights and responsibilities under these Booking Conditions and Terms & Conditions to any other person without the Owner's written consent. On arrival, the Guest and all their party will be required to warrant they have had no symptoms of Covid-19 for the previous 14 days.

## **15. ACCESS**

The Owner (or their representatives) shall be allowed access to the Property at any reasonable time for essential maintenance or required inspections. Wherever possible, this will be by prior arrangement with the Guest.

## **16. PARKING**

There are 6-7 parking spaces at the Angmering on Sea Beach House; 3-4 at the New England Beach House and 2-3 at the Club Walk Beach House. The beach houses are on a private estate and there is no parking permitted on any of the streets/verges. It is therefore imperative that all cars are parked in the driveways or designated spaces as advised prior to check-in. We are not responsible for any parking tickets received by our guests.

## **17. SPEED LIMITS**

In the interest of safety, all drivers must comply with the 20 MPH speed limit at all times.

## **18. RESPECT FOR OTHER RESIDENTS**

The Property shall not be used in such a way as to cause annoyance or a nuisance to any other person nor to the occupants of any other property or land nor for any illegal or immoral purpose or for any trade or business.

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The property is rented for use as a private house for the period of the rental and therefore the person/persons renting the house and their guests must treat our neighbours and neighbouring properties on this private estate with due concern and respect; complying with all relevant by-laws including those relative to noise disturbance to preserve a quiet and peaceful atmosphere, with no noise from pets, musical instruments, radios, television and any other activity likely to cause disturbing levels of sound to other residents at any time.

In particular music, television sets, musical instruments and similar equipment may not be used outside at any time and must be used in such a way as to cause no annoyance or disturbance to any person or occupants of neighbouring properties and the volume on all equipment and the voices of occupants should be controlled so as not to be audible outside the Property at any time between 10 pm and 9am.

We require that the gardens at the beach houses not be used from 10pm until 7am, in particular no use of the hot tub within these hours, except for access or in the case of emergency. We require guests to ensure all windows and doors - excepting bedroom windows – are closed by 10pm.

Please note fireworks are not allowed on the property nor on the beach except for Guy Fawkes night and New Years Eve, and then only with permission.

We do not condone any skinny dipping in either the sea or the hot tubs and no topless sunbathing at any of the properties, nor on the beach, as we respect that this might be upsetting to our neighbours. Nor do we permit any 'entertainment' such as Butlers in the Buff or similar at any of the properties. Should this be ignored, guests will be asked to leave immediately.

In the event of a noise nuisance being caused by these requirements not being complied with we reserve the right to retain some or all of the Cautionary Deposit, or, in persistent cases, we reserve the right to ask you to vacate the property with immediate effect.

#### **19. ILLEGAL SUBSTANCES**

The use of illegal substances, or indeed any activity that is against the law of the United Kingdom, is prohibited.

#### **20. INTOXICATION**

Should the Guest or any member of their party arrive at the property for check-in in an apparently intoxicated state we reserve the right to deny access to the entire party. Should any guest during their stay become intoxicated and cause damage to property or disturb neighbours, they will be asked to leave the property immediately.

#### **21. MEDICATION**

Please be vigilant about leaving any medication behind i.e. dropped pills/tablets due to the dangers they pose to very young children who are frequent guests.

#### **22. NAPPIES**

All nappies should be placed in nappy sacks and then into black bin liners. The Council will not take them unless they are in black bin liners and we will deduct £25 from the cautionary deposit for each time this is not done.

#### **23. RUBBISH**

Please note that the blue top bin is for recycling and all other rubbish should be placed in black bin liners in the other bin for collection. Bins should be put out on Sunday evenings for an early Monday morning collection. Any bin that has not been put out will be the responsibility of the Guest to dispose of the rubbish. The Council will not collect any loose rubbish that is not inside a black bin liner. See above note re dog mess and nappies.

#### **24. TELEPHONE AND WiFi**

Please note a land line is provided for your use for local calls and emergencies only. If upon receipt of our monthly telephone bill it is discovered that other calls are made during your stay, we reserve the right to deduct this from any credit/debit card details we have on file and will alert you accordingly of this action. Wifi is provided for your use. Please do not use it for downloading films, games etc as this uses up our limit and a charge may have to be made and taken from your damage/cautionary deposit in the event of misuse.

#### **25. CHECK IN / CHECK OUT**

We provide a personal check in and check out service. If you plan to leave earlier than your designated departure time, please let us know so that we can come earlier to check you out and lock up the house. In an emergency, there is a key safe at the property and the code is in the house book. But, please note, this is only for emergencies when we cannot get to the property in time. We are unable to offer any earlier check-ins or later check-outs unless by prior arrangement at the point of booking.

#### **26. FIRES / CANDLES**

Please be vigilant with the log fire and any lit candles. They should never be left unattended or burning when the house has gone to sleep or vacated. The log burners' doors should be kept CLOSED at all times – they are not open fires.

#### **27. DOORS / WINDOWS**

Please be sure to lock all doors and windows when leaving the property and upon retiring.

#### **28. VAT**

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If you require a VAT invoice for your rental, please contact the accounts department.

#### **29. DATA PROTECTION**

Any personal information or details provided by the Guest shall be treated and kept in confidence and will not be provided to anyone outside organization. Any personal information or details provided by the Owner to the Guest, shall be treated and kept in confidence and will not be used except for the purpose of licensing the Property in accordance with this Agreement. The Guest shall advise the Owner as soon as reasonably practicable of any change to the Guest's details as set out above.

We are ICO Registered.

Personal information provided by the Guest may be used by the Owner for future promotional mailings in relation to the property and new products or services which may be of interest to the Guest. If the Guest initially agrees to receive such information, but later does not wish to receive such information, the Guest may unsubscribe at any time by clicking on the Unsubscribe link or advising the Owner in writing.

#### **30. TESLA**

All the beach houses have Tesla charging points – these are for guest use ONLY.

#### **31. DRONES**

We do not condone the use of drones at any time – they are strictly banned from the houses.

#### **32. BREACH OF CONTRACT**

If any of the above conditions are breached by The Guest or any member of their party, the Owner reserves the right to re-enter the property and request that the party leave the property with immediate effect.

#### **33. THIRD PARTY LIABILITY**

The Owner shall not be under any liability to the Guests or third parties for any accident, damage, loss, injury, expense or inconveniences which may be suffered, incurred, or arise directly or indirectly under this Contract. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract. It is for the Guest to arrange suitable insurance as they see fit.

**These Terms & Conditions are deemed accepted upon receipt of payment therefore should you have concerns about any clause please discuss the concern before making any payment.**

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