

Ocean View

Ocean View Rental Agreement Booking Terms & Conditions

1. General

Thank you for choosing to book with us and we hope that you enjoy your stay. All bookings accepted for Ocean View (the "Property") are subject to the terms and conditions below, which is a legally binding agreement deemed to have been accepted in full by the person or persons making the booking and all those staying with them in the Property (together the "Renting Party"), so please take the time to read them carefully.

Please note the Property is non-smoking. No pets are permitted in the Property and in consideration of our neighbours, we operate a strict no anti-social noise policy from 11pm to 7am. Unfortunately we cannot accept bookings from 5 or more single people under the age of 25 or hen and stag parties of any size.

2. Booking and confirmation

A completed Booking Request form must be submitted to the owner providing details of the Renting Party. Acceptance of the booking is subject to payment in accordance with paragraph 4 below and receipt of payment in full.

3. Authority to Sign

The person who completes the Booking Request form is deemed to be the Lead Guest. They certify that he or she is over the age of 25 and authorised to agree the Booking Conditions on behalf of everyone in the party occupying Ocean View. He or she agrees to take responsibility for the whole party occupying the property, has read and accepted all the booking Terms and Conditions.

4. Payment & deposit

25% of the rental sum is due at the time of the booking, with the balance payable 6 weeks prior to the arrival date (the "Due Date"). Payment must be made by direct bank transfer or by cheque.

An additional security deposit of £600 is required 6 weeks before the start of the rental period and will be refunded at the end of your stay if there are no breakages or damage to the house and or its contents.

5. Damage to the Property

The Renting Party is responsible for the cost of any losses or damages to the Property and contents caused by a member of their party or guest (reasonable wear and tear excluded) and Ocean View has the right to reclaim any costs as a deduction from the security deposit. Any such damage should be reported to the Owner without delay in order that the cost of any repair or replacement can be assessed and agreed and put right as soon as possible.

6. Occupancy

No more than 10 people may occupy the Property during the rental term without the owner's prior consent. The Renting Party may not assign or sub-lease the Property to any other group or party. The Renting Party has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988). The letting does not confer a shorthold tenancy or give rise to a relationship of Landlord and Tenant.

7. Renting Party's Responsibilities

The Renting Party shall use the Property for residential purposes only and is responsible for taking good care of the Property and its contents and leaving it in a clean and tidy condition at the end of the holiday, as it was handed over to you at the beginning of the holiday. We reserve the right to charge for extra cleaning time at £50 per hour and or for extra laundering and or replacement of towels / bed linen / soft furnishings found to be missing. The Renting Party agrees not to leave fake tan or sun tan lotion marks on the bed linen or bath towels.

CHILDREN - Children are welcome, but please bear in mind that the house has a high balcony and long cords on the window blinds, which should be wrapped up out of reach using the cleats provided. We do not provide stair gates, cots or high chairs.

The Renting Party agrees:

- a) not to smoke in the Property
- b) not to allow pets in the Property under any circumstances
- c) not to light the log fire in the lounge or use the fireplace to burn any fuels or flammable materials
- d) not use the Property for any immoral, offensive or unlawful purposes, nor violate any law or ordinance on or about the Property.

8. Consideration of others / no anti-social noise 11pm to 7am

The Renting Party agrees to be considerate and respectful of residents in neighbouring properties and act in such a way as to not cause offence. Specifically, between the hours of 11pm and 7am, not to create any anti-social noise or play any musical instrument or use any sound reproduction or other audio or visual equipment so as to be audible outside the premises or do anything likely to be a cause of annoyance or disturbance to adjoining residents.

9. Arrival & departure times

Your accommodation will be available from 4pm on the day of your arrival. Please leave the accommodation by 10am on the day of departure to allow for cleaning and preparing the property for other bookings. Failure to vacate the Property on time may render the Renting Party liable to an additional charge.

10. Rights of Access

The Owner, their representatives or their subcontractors reserve the right to enter the Property at any time, with due regard to the convenience of the Renting Party, to enable them to inspect the property or to carry out any essential repair or maintenance work.

11. Condition and use of Property

The Property is provided in "as is" condition. The Owner shall use their best efforts to ensure the operation of all amenities in the Property, such as Internet access, and

kitchen appliances. The Owner shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible.

The Owner cannot be held responsible for any circumstances beyond their control for any reason including, but not limited to, the Property being uninhabitable, mechanical breakdown, failure of any public service or supply. The Renting Party is responsible for ensuring that no person will do anything which could endanger, invalidate or render void or voidable, the policy of the Owner's insurers in respect of the Property and its contents.

12. Cancellation of Booking

Any cancellation must be made in writing to us. On receipt of notice of cancellation, the following charges will apply:

- From booking date to 6 weeks prior to arrival – deposit retained
- 6 - 4 weeks prior to arrival – 50% of total cost retained
- 4 weeks prior to arrival date - full rental cost retained

The Due Date for full payment is 6 weeks prior to your arrival and will be set out in the Booking Confirmation; reminders of this date will not be issued.

In the unlikely event of the accommodation becoming unavailable due to circumstances beyond the control of the owner, any monies paid in advance will be refunded in full. Any such refund will be restricted to the advance payments made in booking the Property. Unfortunately, we cannot pay any expenses or compensation as consequence of any such cancellation.

13. Liability and Insurance

The Booking does not include any insurance cover for the Renting Party of any kind. Neither the Owner, nor their representatives, are responsible or can be held liable for any personal injury or death to the Renting Party, guests or third parties or for the loss or damage to their personal property, howsoever arising, during the booking period. The Renting Party agrees to use the Property entirely at their own initiative, risk and responsibility and hereby waives and releases any claims against the Property Owner, Rental Agent and their successors or representatives.

It is the responsibility of the Lead Guest and the travelling party to acquire suitable Travel Insurance for themselves to cover the booking. We strongly encourage you to have adequate Travel Insurance in place to cover circumstances beyond your control such as family emergencies, illness and travel delays. COVID is now a known risk and you are advised to insure against it.

14. WiFi

WiFi is provided for the guest's reasonable and lawful use. The Lead Guest and their party agree to be liable for any costs attributed to unreasonable or over usage. Any such additional costs will be deducted from the security deposit.

15. Default

If the Renting Party should fail to comply with the terms and conditions of this Agreement, they shall surrender the Property, remove all Guests' personal items and belongings and leave the Property in good order and free of damage. No refund of

any portion of the total rental fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

16. Privacy Policy

We respect the privacy of our guests and are committed to ensuring that your privacy is protected. When you supply any personal information to us we have legal obligations towards you in the way we deal with that data. Full details of our privacy policy and how we collect and use any information that you give to us can be found at: www.oceanviewmeva.co.uk

17. Governing Law and Jurisdiction

The contract embodied in the booking is governed by English law and subject to the exclusive jurisdiction of the English courts.