

1. Holiday Rental Terms and Conditions

- 1.1. In these terms and conditions the following terms have the following meanings:
- 1.2. 'Accommodation' means the property identified in the confirmation invoice or as may otherwise be agreed in writing between us and the Visitor;
- 1.3. 'Agreement' means the agreement between us and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;
- 1.4. 'Holidays in Sheringham' means Christine Zmroczek trading as Holidays in Sheringham of 5 Seaview, Sheringham, Norfolk, NR26 8BW and includes the terms 'us' and 'we' where appropriate; and
- 1.5. 'Visitor' means the person named in the confirmation invoice and includes the terms 'you' and 'your' where appropriate.

2. Agreement

- 2.1. These Terms and Conditions appear on our website at www.seaview-sheringham.co.uk. The making of a booking (unless cancelled within 7 working days of receipt of our confirmation email) and payment of the non-refundable deposit will form an agreement on these Terms and Conditions between the Visitor and us for the holiday rental of the Accommodation.
- 2.2. We permit the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.
- 2.3. The Visitor will be responsible for all payments and for any damage, whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.

3. Booking and Payment Terms

- 3.1. The booking for a holiday will be effective when a non-refundable deposit of at least one third of the holiday price has been received by us. The full balance of the total holiday cost will be payable not later than 10 weeks before the holiday begins.
- 3.2. For bookings made for a holiday less than 10 weeks away, full payment must be made at the time of booking.
- 3.3. All payments can only be accepted in Pounds Sterling.

4. Cancellation

- 4.1. If a visitor wishes to cancel a booking he/she must give us notice in writing as soon as possible. Deposits are non-refundable and will only be returned in exceptional circumstances (and at our complete discretion) and we strongly encourage you to take out appropriate cancellation insurance.
- 4.2. If, following a booking, the full balance is not paid on time (including any requested damage deposit), we shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not

been received by us then we may cancel the holiday booking and forfeit the deposit.

5. Right to Refuse/Alter

- 5.1. We may, at our discretion, refuse any booking.
- 5.2. We may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary:
- 5.3. due to circumstances beyond our reasonable control; or
- 5.4. to perform or complete essential remedial or refurbishment works.
- 5.5. If a booking is altered or cancelled by us due to circumstances beyond our reasonable control or to complete essential remedial or refurbishment works, we will take reasonable steps to offer a suitable alternative booking. If we are not able to offer such an alternative or the Visitor does not accept the alternative offered, we will return to the Visitor the money paid by the Visitor to us in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

6. Change of Booking

Transferred bookings are not normally permitted e.g. a change in the Visitor or a transfer from one date to another. We may, at our discretion, accept transferred bookings. Any change in the Visitor will result in that visitor becoming jointly and severally liable under these terms and conditions.

7. Maximum Numbers of Visitors

Occupation must be limited to the maximum number of persons for the Accommodation stated on our website, in the available beds only - no tents, caravans or campervans are allowed. To exceed the maximum number of persons in an accommodation overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage.

8. Services

The holiday price will include all charges for water, gas, and electricity. Visitors must comply with the instructions found in the welcome pack in the Accommodation regarding the services and any damage caused by using facilities inappropriately will be charged to the Visitor.

9. Liability and Loss of Visitor Property

- 9.1. We will store any Visitor's property found at the Accommodation for a period of 2 months and enquiries about lost property should be made via the contact details on our website. Lost property

will normally be disposed of if it is not claimed and collected within 2 months. We may in certain circumstances agree to post lost property to you but reserve the right to impose a charge for this service. We will not be liable for any damage or loss to property in transit.

- 9.2. We will not be liable for any loss of property or any other loss or damage caused by us or our agents or contractors:
- 9.3. unless we have breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- 9.4. where such loss or damage is not a reasonably foreseeable result of any such breach; or
- 9.5. where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, us.

10. Pets

Visitors must comply with our policy on pets which can be found on our website. Failure to do so will be deemed a serious breach of these terms and conditions and can result in an immediate requirement to vacate the premises with no refund and possible further charges in the event of damage.

11. Our Right of Entry

- 11.1. As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. We and our contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate our business and the undertaking of unforeseen (internal and external) remedial repairs for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.
- 11.2. We will give the Visitor reasonable notice of such requirements and we will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

12. Visitor Obligations

- 12.1. The Visitor will be responsible for all payments and for any damage, whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.
- 12.2. The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).
- 12.3. The Visitor must allow us and/or our agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

12.4. The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to any neighbours.

- 12.5. The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will normally be found in the welcome folder in the Accommodation: typical examples would include any local conditions regarding parking, waste disposal and recycling.
- 12.6. Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.
- 12.7. The use of candles or fireworks by the Visitor or his or her party at the Accommodation is not permitted.

13. Damages and Security Charge

- 13.1. We recommend that Visitors hold personal insurance for accidental damage and personal liability.
- 13.2. We inspect all accommodation prior to the beginning of each holiday booking. If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to us immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.
- 13.3. The Visitor may be asked to pay a refundable damage deposit along with the balance of the booking (ie 10 weeks before the start of the holiday). Visitors will be advised if this is the case. The cost of any damages or breakages up to the value of the damage deposit will be deducted from the damage deposit and the remainder refunded to you. If no damage or breakages happen during your stay, the deposit will be refunded to you in full within 2 weeks of the end of your stay.

14. Occupation

- 14.1. The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.
- 14.2. The maximum occupancy of the Accommodation shall not be exceeded.

15. Water/Gas/Electricity Supply

We cannot accept responsibility for a shortage of water, gas or electricity at the Accommodation where this is as a result of a drought, an act or omission of the relevant services company or for any other reason outside of our reasonable control.

16. Weather

If the Accommodation becomes inaccessible due to bad weather we will take reasonable steps to inform the Visitor and to offer alternative accommodation.

17. Comments/Complaints

- 17.1. We take every reasonable care to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact us. Reasonable steps will then be taken to assist the Visitor.
- 17.2. Visitors must allow access to the Accommodation by any of our staff or contractors to resolve problems or complaints.
- 17.3. Visitors must formally confirm any unresolved complaint in writing to us within 28 days of return from holiday, addressed to 5 Seaview, Sheringham, Norfolk, NR26 8BW or by email at info@seaview-sheringham.co.uk

18. Arrival and Departure Times

- 18.1. The Visitor and his or her party must arrive after the arrival time (4:00pm on the first day of the holiday period) and depart before the departure time (10:00am on the last day of the holiday period). Any stay that extends over this period will be subject to a charge being made for additional days.
- 18.2. The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

19. Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

POLICY ON DOGS AT NO 4 SEAVIEW SHERINGHAM

We ask that your dog/s is/are not allowed upstairs, nor on the beds or soft furnishings. I also ask that he/she/they is/are not left alone in the house as even the best behaved dogs can become distressed and or/bored and sometimes then noisy and/or destructive.

No 4 Seaview is a terraced house with neighbours on either side to consider.

I need to mention these conditions to fulfil my insurance responsibilities.