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## SANDOWN PROPERTIES LTD HOLIDAY BOOKING TERMS AND CONDITIONS

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These Terms and Conditions apply to lettings of holiday accommodation by Sandown Properties LTD (“**Agent**”). The Terms and Conditions form the basis of your contract with the Agent so please read them carefully before making a reservation. Nothing in these Booking Conditions affects your normal statutory rights

### 1. Definitions

|                             |  |
|-----------------------------|--|
| <b>Booking Confirmation</b> | means the confirmation of booking provided to the Customer when a booking has been accepted;                           |
| <b>Booking Deposit</b>      | means 20% of the rental price;   |
| <b>Booking Form</b>         | means the accommodation booking form completed by the Customer/Agent on behalf of customer.                            |
| <b>Customer</b>             | means the person booking holiday accommodation;  |
| <b>End Date</b>             | means the last day of the Rental Period;   |
| <b>Property</b>             | means the house (and garden, if any) identified in the Booking Form.   |
| <b>Rent</b>                 | means the rent specified on the Booking Form;  |
| <b>Rental Period</b>        | means the rental period specified on the Booking Form;   |
| <b>Security Deposit</b>     | £100.00 Due 7 days prior to arrival. Refundable within 5 days of departure pending a satisfactory checkout inspection. |
| <b>Start Date</b>           | means the first day of the Rental Period.  |

### 2. Booking and Payment of Booking Deposit

- 2.1 A booking is made by completing and submitting the Booking Form and paying the Booking Deposit. This process may happen Online or verbally over the phone.
- 2.2 The Customer must pay the Booking Deposit to the Agent at time of booking.
- 2.3 Once the Agent has received the Booking Form and the Booking Deposit the Agent will send the Customer a Booking Confirmation by email. At this point a binding contract exists.

### 3. Payment of Rent

- 3.1 The Customer must pay the balance of the Rent due to the Agent at least 8 weeks before the Start Date.

#### 4. **Security Deposit**

- 4.1 The Customer must pay the Security Deposit to the Agent no later than 7 days before arrival date.
- 4.2 The Security Deposit will be held by the Agent and applied against the cost of remedying any damage to the Property caused by the Customer.
- 4.3 The Security Deposit will be returned to the Customer not more than 5 days after the End Date less any deductions made for the cost of remedying any damage.

#### 5. **Cancellation of Booking**

- 5.1 If the Customer cancels the booking more than 8 weeks before the Start Date the Agent shall be entitled to retain a £10.00 administration fee and the Agent will refund 50% of all other sums paid by the Customer.
- 5.2 If the Customer cancels the booking by giving less than 8 weeks' notice the following provisions will apply:
  - 5.2.1 cancellation between 4-8 weeks from the Start Date – the Agent retains 75% of the Rent and will refund all other sums paid by the Customer. The Agent shall be entitled to retain a £10.00 administration fee.
  - 5.2.2 cancellation between 0-4 weeks from the Start Date – the Agent retains 100% of the Rent paid.
  - 5.2.3 The Agent will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance)
- 5.3 If the Customer has not paid the Rent [and Security Deposit] by the date specified in Clause 3.1 the Customer will be deemed to have cancelled the booking under Clause [5.1].

#### 6. **Agent obligations during the Rental Period**

- 6.1 The Agent agrees that the Customer may quietly possess and enjoy the Property during the Rental Period without any interruption from the Agent or any person claiming under or in trust for the Agent.
- 6.2 The Agent shall provide adequate bed linen at property. Unless specified, Towels will **NOT** be provided. Customer must ensure to bring own towels.

#### 7. **Customer's obligations during the Rental Period**

- 7.1 The Customer shall use the Property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.
- 7.2 The Customer shall make good all damage caused to the Property (including the Owner's fixtures and fittings) or to any other property owned by the Owner through:
  - 7.2.1 any breach of the obligations set out in these Terms and Conditions;
  - 7.2.2 any improper use by or negligence of the Customer or any person at the Property with the Customer's permission.
- 7.3 The Customer shall keep the items contained within the property in the same condition as at the commencement of the Rental Period (fair wear and tear and damage by insured risks only excepted) and shall make good or replace

with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of the Owner to pay compensation to the Owner).

- 7.4 The Customer shall not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property. If the property has a septic tank the Customer must strictly adhere to any guidelines provided at the property for the correct use of this facility.
- 7.5 The Customer shall keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.
- 7.6 The Customer shall report to the Agent any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to the attention of the Customer.
- 7.7 The Customer agree to take all necessary steps to safeguard their personal property
- 7.8 The Customer shall place all refuse in the bins specified (including recyclable material) for the Property by the Agent or any other competent authority.
- 7.9 The Customer shall allow the Owner and/or his agent or anyone with the Owner's written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided the Owner/Agent has given reasonable notice (with regard to the work to be undertaken) beforehand and the Customer shall not interfere with or obstruct any such persons.
- 7.10 The Customer shall in cases of emergency allow the Agent or anyone with the Agent's authority to enter the Property at any time and without notice.
- 7.11 The Customer shall use the Property as a private holiday residence for a maximum of those people specified at time of booking only.
- 7.12 The Customer shall not do anything on the Property which may be a nuisance to or cause damage or annoyance to the Owner or the tenants or occupiers of any adjoining property.
- 7.13 The Customer shall not play any musical instrument or other device which can be heard outside the Property after 11pm or before 8am.
- 7.14 The Customer shall not use the Property for any illegal or immoral purposes.
- 7.15 The Customer shall not use the Property in a way which contravenes a restriction affecting the Owner's freehold (or superior leasehold) title which the Owner has brought to the Customer's attention.
- 7.16 The Customer shall not cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
- 7.17 The Customer shall not display any notice or advertisement that is visible from outside the Property.
- 7.18 The Customer shall not keep any animal or pet on the Property other than those confirmed and agreed at time of booking
- 7.19 The Customer shall not smoke at the Property.
- 7.20 The Customer shall comply with any planning conditions affecting the Property which the Agent has brought to the Customer's attention.

- 7.21 The Customer shall not assign or sublet the Property or any part of the Property and shall not part with possession or share occupation of the Property or any part of it.
- 7.22 The Customer shall not permit any person to occupy the Property as a lodger.
- 7.23 The Customer shall not alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Owner.
- 7.24 At the end of the Rental Period the Customer shall remove the Customer's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

## 8. **Forfeiture**

- 8.1 If there has been a substantial breach of any of the Customer's obligations the Agent may forfeit (i.e. bring to an end) the tenancy that exists in relation to the Property and may recover possession of the Property. The other rights and remedies of the Owner/Agent will remain in force.

## 9. **Complaints**

- 9.1 If the Customer has any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that the Customer contacts the Agent if any problem arises so that it can be speedily resolved.
  - 9.1.1 Complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot be investigated unless registered whilst the Customer is in residence.
  - 9.1.2 If any complaint cannot be resolved during the holiday, the Customer must write to us with full details within 28 days of the end of their stay.
  - 9.1.3 Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking
  - 9.1.4 The Owner shall not be liable for any losses which are not a foreseeable consequence of breaking these Booking Conditions.

## 10. **General**

- 10.1 Any obligation on the Customer in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 10.2 The customer may not transfer their Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent
- 10.3 Whenever there is more than one person comprising the Owner/Agent or the Customer their obligations may be enforced against all of them jointly and against each of them individually.
- 10.4 The Owner/Agent and Customer do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.5 Under section 48 of the Landlord and Tenant Act 1987 the Customer is hereby notified that notices (including notices in proceedings) must be served on the

Agent by the Customer at the following address :-

Sandown Properties LTD  
Old Post House  
Lon St. Ffraid  
Trearddur Bay  
LL65 2UD

- 10.6 This contract between the Agent and the Customer shall be governed by the law of England and Wales.