

Terms & conditions – Wellington Quay

* **Booking confirmation:** A confirmed booking exists when either written or email confirmation of that booking is accepted by Exclusively Eastbourne / Exclusively Short Lets† on behalf of the property owner.

* **Minimum age / guests:** The lead guest must be an adult aged 35 or older to book this property and as this is a residential area we do not permit stag and hen groups, or the holding of loud parties at this property.

* **Agreement:** Exclusively Eastbourne / Exclusively Short Lets act only as a marketing, sales and communications agent for the property owner – this booking agreement is between the guest and the property owner. However, the guest can direct any queries through Exclusively Eastbourne or Exclusively Short Lets.

* **Holiday let:** The guest acknowledges notice that the property is one to which Paragraph 9 of schedule of the Housing Act 1988 applies whereby the guest has the right to occupy the property for the purpose of their stay only and whereby there will be no security of tenure within the terms of the said Act.

* **Use of property:** The guest agrees to use this property solely for the purpose of a private holiday residence for the maximum number of people shown on the booking correspondence and agrees not to:

- use the property for any improper, illegal or immoral purposes
- sub-let the property
- cause (nor allow any guests or visitors to cause) any nuisance, annoyance or disturbance to neighbours, or to the property owner, or to the property owner's agent
- change, add, move or remove any items of furniture, furnishings or structures either inside or outside the property or alter the property in any way without first obtaining the owner's permission.

* **Payment:** For all direct, Exclusively Eastbourne bookings we require a non-refundable deposit of £400 per week booked to secure. The remaining balance must be paid at least six weeks in advance of your arrival (or on booking if this is less than six weeks), along with a £500 security deposit which will be held in case of breakages or damages (this may be higher for bookings of three weeks or longer). This is payable by cheque, by bank transfer or by card and must be received before arrival. Bookings made through other sites, eg Airbnb, Booking.com, VRBO and TripAdvisor, should check payment terms on those sites.

* **Cancellation policy:** For all direct, Exclusively Eastbourne bookings, once you have booked your stay, the agreement is a legal contract between you and the property owner. If for whatever reason you are unable to make your booking and you cancel more than six weeks in advance of your arrival date, you will only lose your deposit. If a cancellation is received within six weeks of the arrival date, payment in full is due, unless the property is re-let for the period. For this reason we strongly recommend that you take out cancellation insurance. If the property is re-let during the period of cancellation we would offer a refund for the dates rebooked (after appropriate costs have been deducted). Should the property be re-let for a reduced fee, the guest will be liable to pay the difference between the original agreed payment and the reduced fee for the re-let, plus any agency commission charged for finding the new booking and banking charges incurred. If you have booked through other sites, eg Airbnb, Booking.com, VRBO and TripAdvisor, please check the cancellation policy on those sites.

* We would only cancel your booking if your accommodation was unavailable for reasons beyond our control. We would attempt to offer you alternative accommodation, however if this was not possible, or unacceptable to you, then we would refund all monies paid by you for the stay. Our liability would not extend beyond this refund.

* **Check in:** Your accommodation will be available to you for check in from **4pm** on the day of arrival. Please try not to arrive earlier unless agreed in advance, as we may still be preparing your accommodation. We will arrange to leave keys in a keysafe at the property and will email to discuss your timings and the keysafe code a few days before your arrival.

* **Check out:** Please be ready to leave the accommodation by **10am** on the morning of departure. Please leave the accommodation as clean and tidy as possible, wash any dishes (or put in dishwasher and switch on) and dispose of rubbish as explained in the instructions within the property. Keys are to be returned as per the instructions in the guest information folder in the property.

* **Smoking:** All of our accommodation is strictly NO SMOKING. Guests believed to have been smoking in the accommodation may be charged additional cleaning of up to £100 per room affected. Please smoke outside with the doors closed so smoke doesn't waft back in. If smoking in the rear garden, please use an ashtray and do not drop/discard cigarette ends on the wooden decking. Safely dispose of any cigarette remains. Vaping can set off smoke alarms so please also vape outside. Please do not lean out of a window or use the bathrooms to smoke or vape.

* **BBQs:** are not permitted on the decking area due to the potential risk of damage.

* **Garden:** The garden can be made secure so that children/dogs cannot go down to the pontoon by closing the two timber gates at the top of the steps leading down from the deck. If you open the patio doors (from the conservatory onto the deck) please close them behind you – don't leave them ajar or open without securing them to the magnets on either side to prevent them slamming in the wind. However, please keep closed in windy weather. There is a gardener who attends the property regularly. However, in very hot weather, it would be appreciated if you would water the pots on the deck. There is a hose attached to the corner of the house, at the back. There is a rope handrail going down the steps to the jetty. Please note that this is not designed to take a lot of weight, so children should not swing off it or attempt to sit on it. Please do not leave any cushions or parasol out in wet or windy weather and bring in overnight.

* **No parties / keep noise low / rear garden 11pm curfew:** This is a quiet residential area so please show consideration for neighbours at all times. Loud parties and gatherings are strictly prohibited and please keep music, TV and noise low after 8pm and before 9am. As sound travels much further when you are outside the property, please take extra care when you are enjoying the garden/decking area so that the neighbours can also enjoy theirs, and please respect the 11pm curfew to use this space and ensure everyone is indoors with doors closed by this time.

* **CCTV:** Please be aware there are CCTV cameras monitoring the exterior of the property (front door, plus rear patio/private dock). No cameras are inside the property, and the external footage will only be accessed for security reasons and if neighbours report the 11pm garden curfew is not being respected.

* **Mooring / boats:** The property has its own private dock, so guests may be able to bring and moor their boat. This must be agreed in advance, and relevant insurance documents provided. Anyone bringing a boat will need to abide by the specific rules of the marina. Boats must be fitted with a motor and radio and must adhere to the strict speed limits at all times. If the owner's boat is moored during your stay, guests must not touch or board this at any time and please be aware that it is monitored by CCTV.

* **Marina:** Swimming and paddling in the marina are strictly prohibited for both people and dogs. Fishing is also not permitted. Please do not throw stones or other items into the marina - this could result in a fine.

* **Candles/flames:** The use of candles or naked flames is not permitted in any of our properties – apart from gas hobs / cookers where these are fitted and the living flame fire in the lounge.

* **Children and babies** are welcome - please advise us if you need any special equipment providing, such as a travel cot or highchair and we will do our best to accommodate (space and availability of equipment permitting). Please note that we do not supply cot bedding which you will need to bring with you.

* **Pets:** Cats are not permitted to stay in the property but dogs may be considered if adult, house trained and neutered / spayed. This **must** be agreed in advance and there is an additional supplement per dog. Guests are responsible for their dog's behaviour and any damage caused and must observe the following rules (failure to do so may result in you being asked to leave without compensation). This also includes dogs of visiting friends and family who may be staying locally:

- **Dogs MUST NOT be left alone in the property at any time**
- Please bring a towel to wipe your dog's wet, sandy or muddy paws before entering the property
- Dogs must not be allowed upstairs at any time. A stairgate is provided to place across the bottom of the stairs if required
- Please keep dogs off all furnishings, sofas and beds. Dog hair must be well cleared up before departing
- Ensure your dog does not bark or yap repeatedly, as this could disturb the neighbours, and keep them calm in the property (zoomies/running around can lead to property damage)
- Clear up any dog mess immediately, both inside and outside the property, including the garden and decking
- Please bring the dog's bed or basket for sleeping in, and their food / drink bowls – they must not be allowed to use the "human" crockery
- Dogs must be kept under control at all times and must not be allowed to paddle or enter the marina.

* **Parking:** There is space on the driveway of the house for up to five cars, plus garage parking for one car. There is also an untethered UV charger which should work on most electric vehicles but you will need to use your own charging cable. Please let us know if you wish to use the unit and we will provide you with the code. It is not permitted to trail a lead from inside the property to charge your vehicle.

* **Laundry:** Beds are made up ahead of arrival and towels are also provided but please bring your own towels for the beach or swimming. If you are staying two weeks or longer, additional linen and towels will be provided for you to change yourself during your stay. If you do choose to wash any towels or linen, please ensure that you don't mix white with coloured materials as any damage or replacement would be deducted from the security deposit.

* **Bikes and leisure equipment:** There is space in the garage to store bicycles, scooters or other such leisure equipment but they are left at your own risk. Please ensure that the garage door is locked each time.

* **Keys:** Please ensure that you leave all keys and the garage fob behind when you depart for the final time according to the instructions in the guest information folder in the property as the cost of replacements would be deducted from your security deposit should you lose any.

* **Rubbish disposal:** Rubbish is collected early on Monday mornings. Guests are responsible for wheeling the external bins out to the end of the drive on Sunday evening and bringing them back once emptied so there is sufficient space for rubbish / recycling in the bins.

* **Utilities:** Our rental prices include the reasonable usage of electricity, gas and water. If the usage of these during your stay is significantly higher than average usage for the appropriate season, you may have to contribute to costs. We are therefore asking guests to "Think Green" by turning down the temperature when you go out and at night and switch appliances off at the sockets (except for fridge freezers and the Wi-Fi) to reduce energy consumption.

* **Drains:** Please be careful not to put anything down the sinks or toilets that could potentially damage or block the drains. Common items that cause problems and should not be put down are cooking fat, medicines, disposable nappies, sanitary items (tampons, towels), wet wipes, cotton buds and condoms.

* **Breakages and damages:** Please take care of the property and its contents. You are responsible and liable for any breakages or damages which you cause to the accommodation or its contents. Please report these as soon as they occur and allow the property owner or property owner's agent access to carry out repairs. Should the cost of repairs and or replacements exceed the security deposit, the owner may seek additional compensation through legal means.

* The property owner and Exclusively Eastbourne / Exclusively Short Lets as agents do not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment.

* **Security deposit:** For all direct, Exclusively Eastbourne bookings a security deposit of £500 (this may be higher for stays of three weeks or longer) will be held in case of any damage to, or loss from, the property or its contents. Once the accommodation has been checked after departure, the cost of replacing items or remedying any damage to the property or the contents thereof will be removed from your security deposit and the remainder returned to you within two weeks of your departure. If the accommodation has been left in an unreasonably messy or dirty state, requiring deep cleaning, the cost for this will be deducted from your security deposit. If you have booked through other sites, some do not require you to pay a physical security deposit in advance and will instead charge you retrospectively if damage occurs or you leave unreasonable mess.

* **Data:** Any data collected during the course of this booking may be kept on computer.

* **Identification:** As lead guest you will be asked to provide your full address, email and mobile number in use during your stay as well as the full names of all guests staying in the property. This information will be added to your booking but at no time will be passed on to third parties for marketing purposes. Overseas guests who don't hold a British passport will also be asked to provide copies of their passports ahead of arrival.

* **Termination of agreement:** Failure to comply with any of the requirements set out in these terms and conditions will result in the agreement being terminated and may result in immediate eviction if within the rental period.

† Exclusively Eastbourne and Exclusively Short Lets are trading names of Exclusively Holiday Homes Limited, registered company number 08033675