

Binfield House: Terms and Conditions

When booking Binfield House for your holiday period, you enter into an Agreement with The Owner. These Terms and Conditions (T&Cs) set out the basis of your Agreement with The Owner, none of which affect your statutory rights. The following definitions apply:

- **‘Accommodation’** refers to Binfield House, Mill Lane, Newport, Isle of Wight, PO30 2LA and includes the gardens;
- **‘Agreement’** refers to the agreement between the Owner and the Visitors for the holiday rental of the Accommodation based upon these T&Cs;
- **‘Holiday period’** refers to the term of your booking;
- **‘Owner’**, refers to both Sachin Kapila and Daghni Rajasingam, who are the legally registered owners of Binfield House, Mill Lane, Newport, Isle of Wight, PO30 2LA;
- **‘Party Leader’** refers to the individual who must be over 18 years of age, and is willing to act as the contact point and signatory for the rest of the visitors;
- **‘Visitors’** refers to all of the members of the holiday party who have been accepted by the owner.

1. Agreement

1.1 The making of a booking (unless cancelled within 7 working days of receipt of confirmation) will form an Agreement on these T&Cs between the Visitor and The Owner for the Holiday Period and use of the Accommodation.

1.2 The Owner permits the Visitor to occupy the Accommodation for the Holiday Period shown in the booking form together with the use of its contents.

1.3 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 T&Cs.

2. Booking and Payment Terms

2.1 The Owner may, at its discretion, refuse any booking.

2.2 The Party Leader must be at least 18 years old of age at the time of the booking. When The Owner issues a written confirmation and the booking fee has been cleared, it is deemed that The Owner has entered into an Agreement with The Visitors, which is subject to these T&Cs.

2.3 Special access: The Accommodation can accommodate those in need of wheelchair access, but does not have a chair lift or any special handling equipment or aides in the bathrooms or toilets. Special requirements must be requested in writing prior to making a reservation and paying the booking fee. The “General Arrivals Information” form contains an “Access Statement” for the Accommodation.

3. Paying your Booking Fee, Security Deposit and rent

3.1 The Party Leader must complete the “Binfield House: Booking Form”, and forward this along with a cheque (made payable to “Sachin Kapila”), or via electronic transfer (details are on the Booking Form), for the Security Deposit (20% of total costs of rent) and Booking Fee (40% of total cost of rent).

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3.2 Once the Booking Form along with the Security Deposit and Booking Fee has been received, The Visitor will be sent written confirmation as soon as is administratively possible.

3.3 Please note that the Security Deposit is taken IN ADDITION to the rental fee, which is due for payment no later than FOUR WEEKS before the start of the Holiday Period.

3.4 However, if the Visitor books less than 4 weeks before the start of the holiday, then the total value of the rent PLUS the 20% Security Deposit will need to be paid in a single lump sum.

3.5 Security Deposits are returned as soon as administratively possible following the vacation of The Accommodation, providing that everything is in order and all outstanding charges have been settled.

3.6 The Owner will hold the Security Deposit and no interest will be payable on this.

4. Cancellation

4.1 If a Visitor wishes to cancel a booking it must give The Owner notice in writing as soon as possible. The Owner will endeavour to re-book the period of the cancelled booking and should the Owner succeed in doing so, your liability of the costs will be limited to the sum of the Booking Fee, settlement by forfeit.

4.2 If however, the Owner is unable to re-book the cancelled period, you will be liable for the full amount of the booking, including the rent, even if you do not occupy the property.

5. Curtailment

5.1 Should your holiday be curtailed (i.e. cut short), resulting in your surrender of possession of the property sooner than the agreed term, the Owner shall not be liable to pay any refund of rent or fees to you in respect of the booking, or any costs incurred by you as a consequence of the curtailment of the holiday.

5.2 The Owner strongly recommends that you insure your booking with a cancellation and curtailment policy.

6. Maximum Numbers of Visitors

Occupation must be limited to the maximum number of persons for the Accommodation stated in the Booking Form or on Accommodation website (www.isleofwight-holidayrental.com). To exceed the maximum number of persons 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 T&Cs 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 (for example, a malfunctioning sewage treatment plant which has been used by a greater number of people than the plant is designed for).

7. Arrival and Departure Times

7.1 The Visitor, and his or her party, must arrive after the arrival time (16:00 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.

7.2 The Visitor will have access to a set of keys to the Accommodation on the first day of the Holiday Period and the Visitor must return them to the Key Box and Key Safe (see Instructions for the House) on

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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.

8. Services

The holiday charge will include all charges for water, gas, electricity, and local telephone. Visitors must comply with the instructions found in the welcome pack in the Accommodation regarding the appropriate fuel for use on open fires or stoves within the Accommodation, or appropriate cleaning products. Any damage caused by using inappropriate fuel will be charged to the Visitor.

8.1 Replacing used items

Visitors must either replace the following items or agree to have the price deducted from their security deposit.

- Wood bags (in portions of ½) @£7.50 per bag
- Smokeless coal bags (in portions of ½) @£10.00 per bag
- BBQ charcoal bags (in portions of ½) @£7.50 per bag

8.2 Use of appropriate cleaning products

The Owner has installed a Sewage Treatment Plant and as a consequence, Visitors must abide by the List of do's and don'ts listed in the Information for the House section of the welcome pack.

9. Safety Regulations

9.1 The Owner acknowledges their legal obligation to ensure that the property complies with pertinent safety regulations, and accordingly, the Owner agrees to have the property and its installations, as required, inspected by the appropriate qualified persons.

9.2 The Visitor can find a copy of the requisite Safety Certificates in the file titled "Binfield House: Instructions for the House".

10 Liability and Loss of Visitor Property

10.1 Any Visitor's property found at the Accommodation will be kept by The Owner. Lost property will normally be disposed of if it is not collected within 3 months.

10.2 The Owner will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

- a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) 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, The Owner.

10.3 The Owner will not accept any liability for any death or personal injury or loss, during the term of the occupation, however arising.

10.4 The Visitor must ensure that all necessary steps are taken to safeguard personal safety and that of the Holiday Party, and of the Accommodation's possessions.

11. Trampolines, swings, trees etc

Use of the trampoline, climbing the trees or using the tyre swing are at the Visitor's own risk with no liability on the Owner for any injury sustained in doing so.

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12. Babies and Toddlers

There is a baby cot with mattress, a baby carrier (for walking) and a single high chair in the garage. Responsibility for using both of these items lies entirely with you and The Owner shall not be held responsible for any personal injury or loss as a result.

13. Pets

Pets, except for assistance dogs, are **not permitted** in the Accommodation. The Visitor must notify The Owner if an assistance dog is to accompany any of the Visitors.

14. Visitor Obligations

14.1 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

14.2 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).

14.3 The Visitor must allow The Owner and/or its agents and/or contractors to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

14.4 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 The Owner or to any neighbours.

14.5 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 are found in the welcome folder in the Accommodation, and include such items as local conditions regarding waste disposal and recycling.

14.6 **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.

14.7 The use of fireworks by the Visitor or his or her party at the Accommodation is not permitted unless expressly agreed in writing with The Owner. Use of Barbeques is permitted only outside of the Accommodation.

15. Damages and Security Charge

15.1 The Owner recommends that Visitors hold personal insurance for accidental damage and personal liability.

15.2 If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to The Owner immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

15.3 All bookings will be subject to a refundable security deposit of 20% of the total holiday charge. This security deposit provides cover for the cost of any minor damage and/or breakages caused by The Visitor in, at or to The Holiday Property, as well as any requirement for additional cleaning where The Accommodation is not left clean. The charge is payable to The Owner when making the holiday booking. If the security deposit is not sufficient to cover the cost of any additional cleaning, breakages and/or damage caused, the Visitor will be responsible for full payment of any additional charges, costs and/or losses incurred on request.

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16. Occupation

16.1 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.

16.2 The maximum occupancy of the Accommodation shall not be exceeded. However, The Owner will always give reasonable consideration to specific requests for use of The Accommodation which may relate to occupancy (for example, a function or celebration). If The Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of The Owner. If permission is granted, an additional charge will be made.

17. Force majeure - Circumstances beyond the control of the owner

17.1 Except where otherwise stated in these T&Cs, The Owner shall not be liable for any changes, cancellations, effect on The Visitor's holiday, loss or damage suffered by The Visitor or any failure by The Owner to perform any of their respective obligations to The Visitor which is due to any event/s or circumstance/s beyond the reasonable control of The Owner, referred to as force majeure in these T&Cs.

17.2 By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage to the property by any cause (other than negligence of The Owner) and all similar situations.

17.3 If the Accommodation becomes inaccessible due to bad weather, The Owner will take reasonable steps to inform the Visitor and to provide a refund (minus the booking fee). However, The Owner's liability does not extend to weather related conditions that affect public roads.

17.4 No compensation, expenses, or other sums of any description will be payable in such circumstances by The Owner.

17.5 The Owner cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of The Owner's reasonable control.

18. Comments/Complaints

18.1 Every reasonable care will be taken to ensure that The Accommodation is presented to The Visitor to a high standard. Should The Visitor find on arrival that there is a problem, or cause for complaint, The Visitor should immediately contact either the Housekeeper or the General Maintenance Man. Failure to make contact with either person, The Visitor should contact The Owner. Reasonable steps will then be taken to assist The Visitor.

18.2 The Owner is committed to ensuring that any problems or complaints The Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify The Owner or refusal of reasonable rectification may affect The Visitor's right to compensation or repayment.

18.3 Visitors must formally confirm any unresolved complaint in writing to The Owner within 28 days of return from holiday, addressed to: Mr and Mrs Kapila, Binfield House, Mill Lane, Isle of Wight, PO30 2LA.

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19. Right to Evict

The Owner may terminate The Agreement on notice, and in such case The Visitor and his or her party must leave the Accommodation, (without compensation being payable to The Visitor or any member of his or her party) if:

19.1 this is deemed necessary by The Owner where there is a serious breach by the Visitor of The Agreement or The Visitor's or his or her party's behaviour endangers the safety of other visitors, or

19.2 any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.