

Pagham Beach House Terms and Conditions of Rental

1.0 Agreement

1.1 This Agreement is between the contracting member of the booking party ("you" and "your") and Joanna Scott and James Wells t/a Pagham Beach House whose head office is at Stones, Bignor, Pulborough, West Sussex, RH20 1PQ (the "Owner", "we", "our" and "us").

1.2 The terms and conditions contained herein are displayed on our website at www.paghambeachhouse.co.uk (the "Site"). The making of a booking and payment of a booking deposit or full balance (for bookings made within 2 weeks of arrival) will constitute the formation of a legally binding Agreement on these terms and conditions between you and the Owner for the holiday rental of the Accommodation.

2.0 Definitions

In this Agreement the following terms have the following meanings:

'Accommodation' means the premises and grounds within which Pagham Beach House, 27 West Front Road, Pagham, Bognor Regis, West Sussex, PO21 4SY resides identified in the Booking Confirmation or Remittance Advice

'Accommodation Cost' means the cost of your holiday rental of the Accommodation.

'Agreement' means this Agreement.

'Booking Confirmation' means an email from the Owner to you confirming your booking, subject to the terms of this Agreement.

'Booking deposit' means 50% of accommodation cost, payable to secure your agreed booking date

'House' means Pagham Beach House.

'Remittance Advice' means an email or letter from the Owner to you confirming your payment, subject to the terms of this Agreement.

'Security deposit' is a refundable payment of £GB 500.00 payable 2 weeks prior to your arrival along with the balance of your Accommodation cost.

3.0 Bookings and Payment Terms

3.1 All bookings will be made via email. All bookings are subject to availability, and are provisional until a Booking Confirmation has been sent to you by the Owner. Receipt and banking of any deposit monies will not constitute acceptance of a booking. Subject to any applicable law, we reserve the right to refuse any booking for any reason.

3.2 Payment is accepted by BACS transfer. For bookings made 2 weeks in advance or less, the total Accommodation Cost is payable at the time of booking.

3.3 A security deposit of £500.00 is payable with the second payment for your stay two weeks prior to your arrival – see clause 7.2 below as to circumstances in which a portion of this may be retained by us. In normal circumstances the deposit will be returned by us within three days of your departure.

3.4 A Booking Confirmation or Remittance Advice will be sent once the following conditions have been satisfied:

3.4.1 for bookings made 2 weeks or more in advance, you have paid a deposit of 50% of the Accommodation Cost rounded to the nearest £GB within three days of making your booking request, or

3.4.1.1 for bookings where the arrival date is within 2 weeks of your booking request, you have paid the full Accommodation Cost including the security deposit

Pagham Beach House Terms and Conditions of Rental

4.0 Cancellations

We recommend that you take out appropriate travel insurance at the time of booking.

4.1 Cancellations by you: If you have to cancel your booking, we require your instruction by email and we will charge you either

4.1.1 If the cancellation is more than 4 weeks prior to your arrival, your booking deposit will be returned by BACS transfer. Any time within 4 weeks of your arrival there is no refund.

4.1.2 Cancellation within two weeks prior to your arrival, the nights not spent are not refunded.

4.1.3 If the guest arrives and decides to leave, there is no refund.

4.1.4 Coronavirus – Under the current conditions of the Covid-19 pandemic we require you to cancel immediately on discovering you have Covid-19 symptoms up to and including the day before your stay commences. If you have suffered Covid-19 symptoms at any time in the period more than four weeks prior to your booking we will require sight of either a test result or doctors note confirming that you are fully recovered and no longer at risk of passing infection on to a third party. In the event of cancellation under these special circumstances your payment will be returned in full.

4.2 Cancellations by the Owner: We reserve the right to cancel or alter your booking for reasons beyond our reasonable control and where in our opinion it is necessary to undertake essential repair and refurbishment work. In the event that we cancel your booking, we will take reasonable steps to offer you alternative dates of similar value. If we are unable to do so or you choose not to accept the alternative dates, we will return the money you have paid. Apart from refunding the money you have paid us, we will have no liability towards you for any loss, claim or damages arising out of the cancellation.

5.0 Changes to bookings

5.1 Changes to bookings made by you will be treated as a cancellation and the charges in clause 4.1 above will apply. At our sole discretion and in writing only, we may waive our right to treat a change as a cancellation and accept your requested change, in which case a £40 administration fee will apply and must be paid immediately.

5.2 Changes made by the Owner: We hope that this will not be necessary, but if we have to make any change to your booking, we will treat it as a cancellation by us pursuant to clause 4.2 above.

6.0 Our Obligations to You

6.1 The Accommodation is provided on a self-catering basis and no food or provisions are provided by us apart from a small welcome kit of some basic food stuffs, basic toiletries and cleaning items.

6.2 Electricity, gas, water, linen, towels and, subject to clause 7.1, final cleaning are included in the cost of your booking. We will also provide an initial quantity of fuel for the open fire and you will find details of where to purchase more suitable fuel in the Accommodation manual.

6.3 While we will use reasonable endeavours to supply electricity, gas, water and wi-fi or internet service, we do not guarantee their availability.

6.4 We will issue arrival instructions and directions approximately one week prior to your arrival, to the email address used for the Booking Confirmation unless we have been advised of any change in your e-mail address.

6.5 Any of your property found at the Accommodation after your departure will be subject to the Owner's policy regarding lost property, details of which are included in the Accommodation manual, which can be found in the house on arrival.

6.6 We aim to ensure that the information on the Site is accurate. However, we cannot accept responsibility for any inaccurate, incomplete or misleading information on the Site about the Accommodation or its facilities and services, except where such failure to provide full and accurate information arises out of our negligence or wilful misrepresentation.

6.7 We will check the accommodation before your arrival and use our best endeavours to ensure that all fittings and equipment are in good working order, but we cannot be held liable for faulty equipment which is not apparent. See also paras 7.1.6 and 7.14.

6.8 Pagham Beach House is open to a public beach. We cannot be held responsible for any sightseers visiting close by to the Accommodation during your stay.

Pagham Beach House Terms and Conditions of Rental

7.0 Your Obligations to Us

7.1 By making the booking, you warrant that:

7.1.1 You are over 18 years old;

7.1.2 That you are making the booking for your own use and that of your party, that you have identified all members of your party who are staying with you, you are not making the booking on behalf of any other person and that you will not allow any unauthorised person in to the accommodation.

7.1.3 You are authorised to make the booking under these terms and conditions by all other members of the party;

7.1.4 You accept full responsibility for all persons who will use the Accommodation;

7.1.5 You accept full responsibility for making all payments due to us under this Agreement; and

7.1.6 On your arrival we request you to check and report any faulty or damaged fittings or equipment as soon as you become aware of any such fault. Failure to report any fault as soon as you become aware may result in a debit to your security deposit. This is to help avoid any misunderstandings over who may be liable for any damage.

7.1.7 You have read all of these terms and conditions and understood that you will be bound by them.

7.2 You agree to indemnify us against all loss and damage to the Accommodation and its contents caused (whether directly or indirectly) by or arising out of any deliberate or negligent act or omission by you, any person accompanying you, or anyone you allow in to the accommodation and, without limitation of the foregoing, to pay us forthwith upon written demand any costs incurred or suffered by us in making good any such loss and damage and/ or replacing or repairing any lost, stolen or damaged items. The security deposit (see section 3.3 above) may be offset for any damage incurred in your tenure of the property, including but not confined to:

- Broken glass, windows or glazing
- Damaged furniture or equipment
- Damage to door or window mechanisms
- Damage to bathroom fittings
- Significant stains or damage to carpets or curtains
- Damage to furniture

All of the above abstracted from normal wear and tear by the Owners' judgement.

The reasonable costs of reinstatement shall be deducted from security deposit plus an administration charge of £40. The resulting balance of the security deposit shall be returned to you as soon as the reasonable costs of the relevant repair are known, or a demand for any additional cost issued.

7.3 Please note that you are required to secure the Accommodation during your stay. You must ensure that if you leave the Accommodation during your stay all windows and doors are locked. You also agree to take care of the keys to the Accommodation and agree not to leave the keys unattended and not to lend the keys to anyone who is not a trusted member of your party. If you fail to reasonably secure the Accommodation or the keys to the Accommodation and theft, loss or damage arises as a result, then this will be regarded as a negligent act under clause 7.2 and you will be liable for any losses which arise as a result.

7.4 You agree and accept that given the unique nature of the Accommodation and its contents, the cost of repair or replacement of damaged, lost or stolen items or the making good of any damage may exceed the costs which might usually be incurred for standard or typical holiday accommodation.

7.5 For the avoidance of doubt, should any cleaning be required following your stay in the Accommodation which is more than would normally and reasonably be anticipated by us, the cost of such cleaning shall be treated as damage and made good by you pursuant to clause 7.2 above. Such extra cleaning will not normally cost less than £GB 50, but may cost more.

7.6 You undertake to keep the Accommodation and its fixtures and fittings in the same state of repair as at the commencement of your holiday (save for reasonable wear and tear). Any breakages and damages must be reported as soon as possible by email.

7.7 You and all members of your party undertake to behave lawfully at all times at the Accommodation.

7.8 You, or any person accompanying you, are not permitted to smoke at the Accommodation.

Pagham Beach House Terms and Conditions of Rental

7.0 Your Obligations to Us continued /...

7.9 The open decking facing to the beach is accessible from to the general public. You should bring in any loose furniture on the decking at the end of the day. Any loss of loose furniture accessible from publicly accessible areas will be regarded as a loss and the replacement cost will be deducted from the deposit account.

7.10 Dogs are allowed, a maximum of two dogs is permitted per booking unless further dogs are agreed in advance and that the dog/dogs is not allowed to sleep on the beds or furniture and is not left un-attended in the Accommodation. No other animals are allowed.

7.11 You and your party will have access to the Accommodation after 3pm and before 6pm on the day of your arrival and you must vacate the House by 10am on the day of departure. If for any reason we have not been able to finish preparing the house by 3pm, you may be asked to wait a short while until we complete any outstanding work.

7.12 If you have not arrived and have not contacted us by 12 noon on the day after your arrival date we may treat your booking as having been cancelled by you. No refund will be made in this situation.

7.13 Your booking must be for holiday purposes only and not used for any commercial undertaking or photographic shoots, press visits nor for any unlawful purpose.

7.14 The Owner may require access to the Accommodation during your stay. If we need to gain access, we will give you as much warning as we can. There will be no need for you to stay in.

7.15 If you have any issues concerning the Accommodation during your stay you should notify us as soon as possible. We will not normally make any refunds in respect of complaints made after your departure from the Accommodation if you did not make the complaint or problem known during your stay. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and provide a remedy at that time.

7.16 You must not occupy the Accommodation with any more people than we have agreed at the time of your first booking enquiry. See also specific Coronavirus requirements highlighted in red below.

Accommodation available

The number of people allowed at Pagham Beach House is restricted to the number of people for which there are bed spaces, plus travel cot/s (to be provided by you) for infants under the age of 2 years.

This amounts to:

- 1 double bedroom with ensuite (which may accommodate infant carrycot)
- 1 double or twin room, plus 1 infants bed (which may accommodate infant carrycot as well)
- 1 bed with single bed suitable for all ages, plus 1 infants bed, plus bunk bed accessible by ladder suitable for occupation by people aged 10 to 40 years
- 1 sofa bed which is not normally offered as short stay accommodation. This is seen as overnight accommodation for additional visitors who may by prior agreement stay overnight during a longer stay but is not regarded or offered as proper bedroom accommodation. **This must not be used as additional accommodation during the Coronavirus Pandemic.**

Therefore a comfortable maximum of:

- 6 adults
- 2 youngsters
- 2 infants

This is subject to Government advice about on maximum group sizes during the time of the Coronavirus Pandemic

7.16 If you or any member of your party has any medical problem or disability that may affect your booking, you must advise us of the full details before you confirm your booking. If we are unable to properly accommodate the particular needs of the person concerned we may decline or cancel the reservation.

7.15.1 If you or any member of your party needs to bring any equipment to the Accommodation to assist with any medical problem or disability, you must advise us of the full details before you confirm your booking. If we are unable to properly accommodate any equipment needed we may decline or cancel the reservation.

7.15.2 If you or any member of your party need to bring an assistant they will be counted as one of the number of people allowed at the Accommodation.

Pagham Beach House Terms and Conditions of Rental

7.0 Your Obligations to Us continued /...

7.16 You and your party will ensure that any naked flames such as those of candles, the open fire and barbecues are not left unattended and are properly extinguished when not in use. You and your party will ensure that no indoor fireworks are used inside the Accommodation. You and your party will ensure that no outdoor fireworks or Chinese lanterns are used outside the Accommodation.

7.17 As the booking process is via electronic media, you must advise us of any change in your e-mail address or any other contact details as soon as possible.

7.18 You will not allow anyone into the Accommodation who is not authorised as part of your booking.

7.19 During the Coronavirus Pandemic in accordance with current UK Government Guidelines we can only allow a maximum of six people staying at the House during one booking. In addition no other guests, other than those agreed at the time of booking and for whom we hold contact details are allowed to visit at any time during your stay at the house.

8.0 Right to Evict

8.1 The Company may terminate the Agreement on notice, in which case you and your party must leave the Accommodation, in the following circumstances:

8.1.1 At our discretion where there has been a serious breach of the Agreement, or

8.1.2 If you or any member of your party is behaving unlawfully or in breach of clause 7 above, or

8.1.3 You occupy the Accommodation with any more people than we allow, or

8.1.4 Any complaints are made of anti-social behaviour or unreasonable breakages or damage occur or smoking restrictions are not observed.

8.1.5 Unreasonable or unruly behaviour that may cause upset to neighbouring residents

8.1.6 Parking vehicles so as to obstruct the private road outside (NB: free parking facilities are available within a 5 minute walk for an able bodied visitor)

8.2 If you are evicted pursuant in accordance with this clause 8, we will have no liability to you or any member of your party, including, without limitation, the payment of any compensation to you or the payment of any costs or expenses incurred by you as a result of not being able to occupy the property, such as the cost of alternative accommodation. We will have no further obligation to you, including, without limitation, finding alternative accommodation for you.

9.0 Liability

9.1 The Owners' total aggregate liability under this Agreement to you and those accompanying you at the property is limited to no more than the Accommodation Cost.

9.2 The Company accepts no liability for any interruption in electricity, gas, water supply or the wi-fi service, nor will we be liable for any loss of property or any other loss or damage caused by us.

9.3 Neither party shall have any liability to the other party for any indirect, incidental or consequential loss, damage, claim or expense howsoever arising.

9.4 The built in storage and furniture installed in the house has been inspected and passed by the local regulatory authorities and has been in regular use since 2005. Nevertheless it is accepted by you that your use of such facilities is at your own risk and the Owner will not be liable for any death or injury incurred in the use of these built in facilities

9.5 Nothing in this Agreement shall exclude liability for death or personal injury caused by our negligence; fraud or fraudulent misrepresentation on our part; or anything else for which liability may not at law be excluded.

9.6 In addition to your liability under clause 7 above, but subject to clause 9.3, you agree to indemnify us against and hold us harmless from any and all losses, damages, claims, proceedings or expenses (including, without limitation, reasonable legal fees and expenses) arising out of any breach by you of this Agreement.

Pagham Beach House Terms and Conditions of Rental

10.0 Force Majeure

10.1 Except where otherwise stated in this Agreement, we shall not be liable for any change or cancellation which is a result of circumstances beyond our reasonable control and which we could not reasonably have foreseen, including, but not limited to, strike, lock-out, labour dispute, act of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, insolvency or bankruptcy of a third party, fire, flood, snow and storm, exceptional weather conditions.

11.0 Data Protection

11.1 In order to process your booking, we will use your personal information, such as name, address, email address and mobile telephone number. We will put in place and maintain proper security measures to protect your information. The information may also be provided to security or credit checking companies, and public authorities such as the police or customs/immigration, if it is required by them, or as required by law. When making a booking with us, you consent to this information being passed on to the relevant persons.

11.2 We would like to hold your information (including any email address), where collected by us, for our own future marketing purposes (for example, to inform you of promotional offers). If you do not wish to receive such approaches in future, please inform us as soon as possible. For full details of our data protection and privacy policy, and an explanation of how your personal details will be used by us, please see here.

11.3 Personal contact information on guests staying at the house will be held in line with GDPR requirements your data will be kept for 21 days after your departure from Pagham Beach House and then destroyed. We will store your data responsibly and we will not use your details ourselves for any purpose other than Track and Trace if necessary. We will not pass on your details to a third party.

12.0 General

12.1 Severability: If any provision in this Agreement is deemed to be illegal, unenforceable or invalid for any reason, it shall be deemed to have been struck out and the remaining provisions shall survive and continue to be binding and enforceable.

12.2 No waiver: Any failure by the Owner to enforce any provision of this Agreement at any time shall not be construed as a waiver of such provision and shall not affect our right to enforce such provision.

12.3 No assignment: You may not transfer, assign or otherwise dispose of your interest in this Agreement without our prior written consent.

12.4 Rights of Third Parties: Nothing in the Contracts (Rights of Third Parties) Act 1999 shall operate to give any third party the right to enforce any term of this contract.

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

Date: 28 September 2020