

# White Horse Holiday Rentals

## Booking Terms and Conditions

### 1. DEFINITIONS

- 1.1. The following definitions apply throughout these Terms and Conditions unless otherwise expressly stated herein:
- 1.2. "You, your" refers to the customer.
- 1.3. "We, us, our" refers to White Horse Rentals Limited.
- 1.4. "Customer" means the person making a booking and every person in their party who will stay in the accommodation booked with us.
- 1.5. "Lead name" means the person who submits the booking form.
- 1.6. "Accommodation" means any type of property you rent from us including, but not limited to, any house, villa, chalet, penthouse, apartment, condominium, or flat.
- 1.7. "Ancillary services" means any services booked from us in conjunction with an accommodation booking. It does not include any services booked from third party suppliers to which you may be referred from our website [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com).
- 1.8. "Adult" means a person aged eighteen years or older.
- 1.9. "Child" means a person aged under eighteen years.
- 1.10. "Arrival date" means the date from which your accommodation is booked for your occupancy.
- 1.11. "Departure date" is the date on which your accommodation booking ceases.
- 1.12. "In writing" includes communication by email or by facsimile transmission.

### 2. SCOPE

- 2.1. We arrange all of the accommodation and ancillary services booked through our website [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com) and its associated booking service provided by Holiday Bookings Online Limited. These Terms and Conditions form the basis of the contract between you and us and show your and our commitments arising from your booking.
- 2.2. We do not arrange or supply services or goods which are provided by third parties to which our website [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com) may refer customers but which are not booked on the [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com) website and its associated booking service and we are not responsible for arrangement or supply of such goods or services.

### 3. APPLICABLE LAW

- 3.1. This contract is governed by the law of the Island of Jersey and is subject to the exclusive jurisdiction of the courts of the Island of Jersey.

### 4. BOOKING

- 4.1. All bookings must be made in writing on the booking form available on our website [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com) and are subject to these Terms and Conditions.
- 4.2. The person who submits the form is the "lead name". The lead name must be over 18 years of age and is responsible for payment of the total price of all accommodation and ancillary services he or she books together with the price of any subsequent amendments to the booking which he or she may request, subject to our acceptance of any such requested amendments, and any cancellation charges which may apply.
- 4.3. The lead name agrees to provide full and accurate information concerning the remainder of the party for which accommodation and/or ancillary services is/are booked. In submitting the form, the lead name confirms that the other members of the party, including any which may, subject to our agreement to any such addition, be added after submission of the booking form agree to be bound by these conditions.

- 4.4. Provisional bookings only may be made by telephone and are subject to our acceptance. An accepted provisional booking will be held for up to 7 days at our discretion pending receipt of a completed booking form and the full deposit payable. After this period a provisional booking will lapse and the requested accommodation and/or ancillary services may no longer be available to you.
- 4.5. A booking will not constitute a contract between you and us until we have received the completed booking form and applicable deposit and issued you with a Reservation Confirmation and invoice.
- 4.6. When submitting the booking form, the lead name agrees to pay us either:
  - a non-refundable deposit at the time of booking, the amount of such deposit to be advised by us, followed by the remaining balance due at least 70 days before the arrival date; or
  - if booking less than 70 days before the arrival date, the full price of all accommodation and ancillary services booked.
- 4.7. After receiving your final payment, information will be sent to you regarding directions to the accommodation and instructions regarding delivery of the key to you and/or combination code to enter the accommodation.

## 5. INVOICING

- 5.1. Once you have booked and we have accepted your booking, we will issue you a Reservation Confirmation and invoice. A contract between us will exist only once we have issued the Reservation Confirmation and invoice.
- 5.2. Please check the details on your Reservation Confirmation and invoice carefully. If you have any questions or anything appears to be incorrect you must contact our bookings staff immediately. Please pay particular attention on the invoice to the date your final payment is due as we may cancel your booking if we do not receive your final payment on time. If we do this we will keep your deposit.
- 5.3. If the price shown on the invoice is incorrect, compared to the applicable price shown on the website at the time of booking, this will be deemed a mistake, as a result of which we will be entitled to reinvoice at the correct price provided that we notify you of the mistake at least 14 days before the arrival date. You will then have to pay the correct price to be permitted to occupy the accommodation and make use of any ancillary services booked.

## 6. SECURITY DEPOSIT

- 6.1. Due to the high standard of the contents and the facilities in the properties, an additional refundable security deposit of £250 will be required to cover breakages or damage to the premises or its contents, any telephone bills and exceptional cleaning costs over and above those normally expected in connection with the occupation of the property. This will be refunded, subject to any deductions to cover any of the above after inspection. Any damages or costs in excess of this amount will be payable by the customer and will be due on demand.

## 7. OCCUPATION OF ACCOMMODATION

- 7.1. At least one member of the guest party must be aged 18 years or over on the arrival date. Accommodation cannot be booked by persons under 18 years of age and cannot be occupied by persons under 18 years of age without an accompanying adult.
- 7.2. You must not sub-let the accommodation, allow persons not listed on the booking form, or subsequently advised to us in writing and accepted by us in writing, to stay overnight or allow pets or other animals to stay in the accommodation.

## 8. SMOKING

- 8.1. For the safety and comfort of clients both present and future and due to the degradation and soiling caused to materials and paintwork etc. in the properties which would be caused by smoking, bookings will only be accepted on the agreement that there will be no smoking in the property. No exceptions will be made.

## 9. CHECK-IN/CHECK-OUT TIMES

- 9.1. In order to ensure that the accommodation is clean and ready for your arrival and for the party following you, we specify that the rental begins at 4.00 p.m. (local time) on the arrival date and ends at 10.00 a.m. (local time) on the departure date.
- 9.2. There may be a charge for check-in outside of normal hours (usually late night or early morning). You will be advised of any such charge and the hours during which it will apply at the time of booking.

## 10. SWIMMING POOLS AND SPAS

- 10.1. Whether pool heating is included in the basic price of your holiday or is an ancillary service, we cannot guarantee the water temperature which heating will achieve. Overnight cold weather will chill the pool and spa water. We will not be liable to refund any monies if pool or spa heating does not achieve a water temperature you find satisfactory as long as the pool and/or spa heater is still operating.

## 11. TELEPHONES

- 11.1. Where a telephone (including a mobile telephone) is included in your accommodation, you will be responsible for the cost of calls made using the telephone.
- 11.2. Where use of a telephone requires you to purchase prepayment cards, we will not reimburse you for any unused credit you have purchased. We therefore recommend you to purchase only the credit you expect to use during your stay.
- 11.3. Where we provide a telephone (including a mobile telephone) in your accommodation, telephone services will be supplied by a third party. We cannot guarantee an uninterrupted service and will not be liable for any discontinuity in service which may occur during your stay.

## 12. CHANGES YOU MAKE BEFORE YOUR ARRIVAL DATE

- 12.1. If you want to change any of your accommodation arrangements or ancillary services booked, please contact our bookings staff immediately and we will do all that we can to assist you. Please also see clause 12, Cancellation by you, below.

## 13. CANCELLATION BY YOU

- 13.1. If you cancel the booking more than 10 weeks before the arrival date, only the booking deposit paid will be forfeit. If you have paid any further amount, this will be refunded.
- 13.2. If you cancel the booking less than 10 weeks before the arrival date, the full price of all accommodation and ancillary services booked will be forfeit. In this case, if the full amount due has been paid, only the security deposit will be refunded. However, if the premises can be re-let on similar terms to your booking, then only the deposit may be forfeit at our sole discretion.
- 13.3. All cancellations by you must be confirmed in writing by the lead name and the cancellation date will be the date that the written cancellation reaches us.

## 14. CANCELLATION BY US

- 14.1. If the balance of the amount shown on the invoice remains unpaid 10 weeks prior to the arrival date we reserve the right to cancel your booking and, in this event, your deposit will be forfeit.
- 14.2. We may cancel your booking at any time prior to the arrival date if circumstances beyond our control cause the accommodation booked to become unavailable. If we cancel your accommodation booking for any such reason, we will attempt to offer you accommodation of similar or superior quality at no additional cost to you. If we are unable to do this, we may offer you alternative accommodation and refund the price difference to you. If any alternative accommodation we offer is not acceptable to you, we will refund the full price of your booking including the price of any ancillary services you have booked.
- 14.3. We would only cancel a booking for ancillary services in respect of a confirmed accommodation booking if our supplier of any such ancillary service was unable to provide the service booked. If we are forced to cancel your booking for any ancillary services we will refund the price of any such cancelled services. Cancellation of any ancillary services will not be deemed reason to cancel any accommodation booking and no refund of accommodation rentals would be due to you for this reason.

- 14.4. We are not responsible for any costs or losses you may incur as a result of our cancellation of your accommodation booking or for ancillary services except for full refund of the price of the accommodation or ancillary services we cancel and we will not be under any liability whatsoever to any person for consequential loss, damage or inconvenience suffered as a result of our cancellation.
- 14.5. All cancellations by us will be confirmed in writing to the lead name and the cancellation date will be the date that the written cancellation is sent by us.

## 15. CIRCUMSTANCES BEYOND OUR CONTROL

- 15.1. "Circumstances beyond our control" means any event that we or the supplier in question could not foresee or avoid even after taking all reasonable care. Such circumstances include, but are not limited to war, terrorist activity, riots or civil unrest, strikes or industrial dispute, fire, floods, adverse weather (actual or threatened), closure of harbours or airports and significant building work being carried out by a third party outside of your accommodation, which is not known to us in advance of your arrival date.
- 15.2. Except where we say differently elsewhere in these Terms and Conditions, we will not pay any compensation, reimburse expenses, cover any losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your accommodation or ancillary services after your arrival date, or we or our suppliers cannot supply your accommodation or ancillary services as we or they had agreed or you suffer any loss or damage of any description.

## 16. TRAVEL INSURANCE

- 16.1. You are responsible for taking out travel insurance suitable for your needs before you travel. For your own protection, we recommend that you take out travel insurance which covers you if you have to cancel your stay, for any travel delays, for any costs or damages for which you may become liable and for any accidents, emergencies or illness that may arise during your stay. We are not responsible for any costs or losses you may incur as a result of your failure to take out adequate travel insurance.
- 16.2. We are not responsible for the adequacy of any insurance you may purchase from a company to which our website [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com) may refer customers. Your contract in respect of any such insurance is with the third party provider of insurance and it is your responsibility to ensure that such insurance meets your needs.

## 17. WEBSITE ACCURACY

- 17.1. Sometimes facilities described on our website [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com) may be withdrawn for reasons of maintenance or bad weather. We will inform you of the withdrawal of any such facility as soon as possible.
- 17.2. Some attractions, amenities or activities in the location of the property, such as watersports or skiing, may not be open or available at certain times of year. Activities in the location of the property are provided by independent third party suppliers and we have no control over their availability or prices. The availability of any attractions, amenities or activities provided by third parties does not form a part of the contract between us and we will bear no liability to you for the unavailability of any such attractions, amenities or activities.

## 18. YOUR RESPONSIBILITY

- 18.1. We want all our customers to have an enjoyable stay in our accommodation. However, you are responsible for your own actions and the effect these may have on others. If we or our management agents believe that your actions could cause unreasonable disturbance or nuisance to residents in neighbouring properties, we or our management agents will request you to immediately cease any action or omission which may be creating a disturbance or nuisance. If you do not comply with our request, we may terminate your stay immediately and without refund.
- 18.2. Where your accommodation booking includes the use of a parking space or garage, then your vehicle may only be parked in the designated space or garage, which will be allocated to you on arrival. On no account may you park your vehicle in any other parking space or garage, nor in a manner which impedes any other person's access to, or exit from, their own parking space or garage. If you are in any doubt as to whether or not your vehicle will fit in the garage or parking space at the property you wish to rent, please contact us for the measurements of the garage or parking space before you make your booking.
- 18.3. Abuse, threats or violence toward residents of neighbouring properties, our staff, those of our management agents or other suppliers and/or wilful damage to property will not be tolerated. Any such incidence would cause us to terminate your stay immediately and without refund.

- 18.4. Termination of your stay without refund would mean that you would be required to vacate your accommodation immediately and you would no longer be permitted access to or use of any ancillary services. If this happens, we will not pay any compensation, make any refund or reimburse any expenses, costs or damages you suffer as a result.
- 18.5. You are responsible for your own safety in the accommodation and in respect of any loss, personal accidents or damages sustained by you during your stay. We cannot accept any liability whatsoever for any injury sustained by you or any other visitor to the accommodation, including any garden, terrace, balcony, patio, swimming pool or surrounding area thereat, or for any loss or damage howsoever caused to any property brought onto the premises. Please exercise all reasonable precautions.
- 18.6. Guests using the terraces, balconies, swimming pool, spa or their surrounding areas do so at their own risk. Surfaces surrounding swimming pools and spas may become slippery when wet and you should exercise caution in these areas. Children must be supervised at all times when using the terraces, balconies, swimming pool, spa or their surrounding areas. We, our suppliers, servants and agents will accept no responsibility for any loss or personal injury incurred from using the terraces, swimming pool, spa or their surrounding areas.
- 18.7. You are responsible for any damage to the accommodation or its contents, whether wilful or accidental, and we recommend that you take out travel insurance which covers you for accidental damage.
- 18.8. Without any restriction to the foregoing, we shall not be liable for any loss or damage arising in connection with your stay.

## 19. COMPLAINTS

- 19.1. Should any problems arise relating to the accommodation or any ancillary services, you should immediately contact the representative of our management agent. Details of how to contact them can be found in the information folder located inside the property and will be forwarded to you after final payment.
- 19.2. If your complaint is not addressed to your satisfaction by our management agent, you should immediately contact our General Manager. Details of how to contact him may be found on our website [white-horse-holiday-rentals.com](http://white-horse-holiday-rentals.com) and will be forwarded to you after final payment.
- 19.3. We would prefer to address any problems immediately they arise. It can be difficult or impossible to investigate a complaint if we are not informed of it reasonably quickly. However, if, for any reason, you are unable to address a complaint to either our management agent or our General Manager during your stay, you should address your complaint in writing to our General Manager within 28 days of your departure date.

# **Holiday Bookings Online Ltd.**

## **Customer Terms and Conditions**

You, the customer, are using Holiday Bookings Online Limited whose Registered Office is 35 Skeggles Close Huntingdon Cambridgeshire PE29 6SN ('we/us') for the purposes of obtaining details of availability and prices of a holiday facility already selected by you and for the purposes of communicating conveniently with the Owner ('the Owner') of that holiday facility. In consideration of our granting you access to this site it is agreed and declared:

All the information provided on this site is provided and maintained by the Owner and we shall not be liable for any errors mis-information or otherwise arising from your use of it.

Any booking made by you via this site shall constitute an offer [should you wish to withdraw your offer you should liaise immediately with the Owner] by you to the Owner capable of acceptance by the Owner but shall in every case be subject to your payment direct to the Owner of the deposit or full payment for the holiday upon the Owner's Standard Terms and Conditions which will be shown to you prior to booking.

Holiday Bookings Online Limited are not parties to any contract made by you for any holiday facility.