



## AZ Letting

Burrow Bungalow  
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**To our guests in Carisbrooke**

Date: 16<sup>th</sup> December 2023

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## **Carisbrooke Booking Terms and Conditions**

Your contract is with AZ Letting (“we”, “us” and “our” in these Booking Conditions) for the property known as Carisbrooke (“the property”). References to “you” or “your” are references to the person making the booking and all members of the holiday party.

References to the term “Rental” is the total price for the duration of the rental period.

References to the term “Balance” is the “Rental” less the “Deposit”.

References to the term “Deposit” is a percentage of the “Rental” that is used by “us” as security for the booking.

References to the term “Booking Payment” is the actual payment required to secure the booking and is usually the “Rental” or the “Deposit” as specified by “us”.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

### **1. Price Changes**

We reserve the right to amend prices quoted in the brochure due to errors or omission, or changes in VAT rulings etc

### **2. Making your booking**

When you book the Property with us you should return your booking payment. Please note that the booking payment is only refundable if you cancel your booking within seven days of receiving our written confirmation of your booking.

Once the booking payment has been received and accepted by us, we will issue you with our written confirmation. This is usually in the form of an invoice that confirms receipt of the booking payment and also details any balance that is still owed to us. The contract between you and us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

### **3. Paying for your booking**

You are required to send to us your payment for the balance of the Rental, at least six weeks prior to the arrival date as set out in our written confirmation. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

The cost of all services (i.e. gas & electric) is included in the price and we do not ask for any deposit against damages. However, you are required to pay for any loss from the property or damage (not including normal wear and tear) to the property.

Payment can be made by Cheque or Bank Transfer. Post-dated cheques are not acceptable.

### **4. If you cancel or amend your booking**

If you need to cancel or amend your booking you must telephone us on the number shown on our written confirmation as soon as possible.

You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking within seven days of receiving our written confirmation, we will refund the booking payment you have paid us. After such period, if you cancel your booking more than six weeks prior to the arrival date, we will refund the balance you have paid to us but we may, at our discretion, retain the deposit.

If you cancel your booking less than six weeks prior to the arrival date, we reserve the right to retain the rental you have paid us. In these circumstances we will refund the rental (less any additional costs incurred) to you if we are able to secure an alternative booking for the property.

### **5. If we cancel or amend your booking**

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally, cancel bookings (owing to fire damage for example).

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the full rental you have paid us, but you shall have no further claim against us.

### **6. Your accommodation**

You can arrive at your accommodation after 4:00pm on the arrival date of your holiday and you must leave by 9:30am on the departure date.

If your arrival will be delayed, you must contact the person whose details are given on our booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the property. If you fail to arrive by midday on the day after the arrival date and you do not advise the contact of your anticipated late arrival, we may treat the booking as having been cancelled by you.

### **7. Your obligations**

You and your party agree to comply with these terms and conditions.

You agree to keep and leave the Property clean and in good condition and prior to departure you also agree to the following:

- a. Ensure that all waste is bagged and placed in the wheelie bin or placed in the appropriate recyclable containers (recycling instructions are provided).

- b. Open all fanlight windows to air the property.
- c. Strip all linen from beds and put the linen, along with all towels and dishcloths, in bags that will be provided.
- d. Load the dishwasher with any unwashed cutlery and crockery and put on the hottest cycle.

You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the property, nor can you take your pet into the property unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

If we have confirmed that you may bring your pet(s) into the property, you must ensure that your pet(s) are kept off all furniture and are never left in the property, unattended.

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

## **8. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straight away. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

## **9. Our liability**

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to rental paid to us.

This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **10. Law**

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

Yours faithfully

Allistair Mashiter & Zoe Lloyd  
[AZ Letting]