



www.closajaonsark.com

HOLIDAY PROPERTY BOOKING CONDITIONS

Clos A Jaon – Manager, Sole Trader

1. General

Nothing herein contained shall be deemed to create a legal demise or any greater interest than a license for the purpose only of a holiday on the terms herein provided.

The contract entered into is between Clos A Jaon Manager, Vanessa Clarke, Tel No: +44 01481 832398 or email info@closajaonsark.com of the holiday accommodation and the holidaymaker, hereinafter referred to as 'the Guest'. The contract is not effective until the required payment has been received and confirmation sent from the Owner to the Guest.

2. Liability

The Agent does not accept liability for any act, neglect or default on the part of persons not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with the occupation. In addition, Clos A Jaon accepts no liability for loss of or damage to the Guests personal possessions (including pets) on the owners' property or land.

Clos A Jaon accepts no responsibility for personal injury to, or death of, any Guests, or for other matters over which Clos A Jaon has no control, except to the extent such personal injury or death is caused by negligence or wilful default of Clos A Jaon.

3. The Holiday

This agreement is made on the basis that the Property is to be occupied by the Guest for a holiday only and the Guests acknowledge that the license granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

4. Eligibility

Bookings cannot be accepted from persons under the age of 18 years. Group bookings of single sex parties are not allowed unless special arrangements are made with Clos A Jaon safety deposits may be required).

5. Authority to Sign

The 'Guest' who completes the booking form procedure, whether over the telephone, in writing or on line, is deemed the legal signatory. The Guest certifies that he/she is authorised to sign the Booking Form on behalf of all persons who will occupy the property during the period for which he/she has booked and that they, including those substituted or added at a later date, are aware of the Booking Conditions. A booking is confirmed by payment of deposit and constitutes acceptance of the booking conditions and the advertised price. Clos A Jaon reserves the right to decline any booking or to refuse to hand over a key to any person who is not considered suitable, or who has not complied with the booking conditions.

6. Occupancy

Rentals are for a maximum of 4 weeks and commence at 4.00 pm on the start day of the holiday. The property must be vacated by 10.00 am on the day of departure. Changeover days are always a Friday.

The number of persons occupying a property must not exceed the maximum stated in the current property description (babies who do not occupy a bed are not counted as a member of a party). Occupation of the property by more than the permitted number of Guests will be deemed a termination of the booking, resulting in forfeit of payments and vacation of the property.

7. Bookings & Deposits

A deposit of 1/3 of the cost of the holiday ("Deposit") must accompany the booking request plus the Booking Fee. Any bookings made within 4 weeks of the start of the

holiday will require full payment at the time of booking.

The Booking Fee is payable per booking and together with the Deposit, is non-refundable unless the Manager is unable to accept the booking.

Where the property being rented has optional extras, they are listed in the property details and will be charged at the rates shown.

A holiday booking is a legally binding contract and the Deposit paid upon booking is accepted in part payment for the holiday property. In the event of a cancellation for any reason, the Guest will become liable for the full cost of the holiday.

8. Damage to the Property

It is a requirement that the Guest has suitable holiday insurance in place to cover the stay in the property for the entire party, for any accidental damage to the property and its contents. By completing and paying for the booking the Guest confirms they have a policy that covers accidental damage to the booked holiday property and contents by any of the party.

9. Final Payments

The balance of the booking is payable 4 weeks before the start of the holiday. The balance due date can be found on the confirmation form. If the balance is not received within 7 days of the due date, Clos A Jaon reserves the right to cancel the booking as per the conditions for cancellation and re-let the property.

10. Non-availability of Property

In the event of the accommodation becoming unavailable such as fire or flooding, or any other reason beyond the control of the Clos A Jaon the Clos A Jaon will endeavour to provide the Guest with suitable alternative accommodation of up to equal value, or will refund all monies paid, or a proportion in the case of curtailment, whereupon the Clos A Jaon liability will cease.

11. Changing a Booking



www.closajaonsark.com

Once a booking has been confirmed, the booking cannot be transferred to another property, except by treating it as a cancellation of the original reservation (see cancelling a booking). The dates of a booking may only be changed within the same calendar year, and are subject to availability and the Clos A Jaon agreement, in which case another booking fee will be payable.

Any alterations to a booking by the Guest will be subject to an administration charge of £25.

12. Cancelling a Booking

A booking can only be cancelled prior to the start of the holiday. A Guest who wishes to cancel the booking must notify the Clos A Jaon in writing, as a phone call alone will not suffice.

A booking can be cancelled within 24 hours of the booking being made and any rental paid will be re-funded.

If the Guest cancels the booking more than four weeks before the date of arrival, the Deposit shall be forfeited to the Clos A Jaon who shall be entitled to keep it unless the Clos A Jaon can re-let the accommodation, whereupon the deposit will be refunded less a cancellation fee of £25.

If the Guest cancels the booking within four weeks of the date of arrival, or fails to take up the accommodation without cancelling the booking, the whole of the rental shall be forfeited to the Clos A Jaon, unless the Clos A Jaon can re-let the accommodation, whereupon the rental will be re-funded less a cancellation fee of £25.

13. Methods of Payment

Payments may be made by Cheque. Post-dated cheques are not acceptable and cheques should be made payable to **Clos A Jaon Luxury Self Catering Holidays (Client A/C: or by bank transfer.)??**

A charge of £25 will be made for any dishonoured cheques, and the Guest will be liable to **reimburse ??**.

14. Overseas Bookings

Overseas Guests may pay in Sterling drawn on a UK bank, MasterCard, Visa, or by international electronic transfer, please ring our office for details. Any charges for payments from overseas will be passed on to the Guest.

15. Guest Obligations

The Guest agrees:

i. To take good care of the Property and leave it in a clean and tidy condition ready for the next occupier, otherwise a cleaning charge will be levied.

A cleaning service can be organised for Guests at an extra fee - please contact the Clos A Jaon at least 48 hours prior to departure should this service be required. Should the Clos A Jaon be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again.

ii. To pay for any losses or damages to the Property, its fixtures, fittings and effects caused by the Guest or a member of their party (reasonable wear and tear excluded).

iii. To pay for gas, electricity, fuel, telephone and WIFI charges incurred during the holiday that Clos A Jaon believe to be the result of excessive Guest use.

iv. To permit the Clos A Jaon access to the property if they deem it necessary.

v. To accept responsibility for the supervision of all children, babies, pets and any adults requiring care. Properties with an enclosed garden, patio or decked area should not be considered as dog proof or child friendly.

vi. Not to cause a nuisance or annoyance to occupants of nearby property.

vii. Not to smoke inside any property or from the windows of any property. Candles should also not be used in any property even if they are there in the house. Clos A Jaon reserves the right to make a charge where Guests have contravened a Clos A Jaon request for their property to be smoke free. The amount of such a charge should not be more than the cost of the cleaning.

viii. To pay a £40 charge in the event of Clos A Jaon having to clear, pick up or black-bag waste and rubbish, or clean a barbecue that has been used by the Guest.

16. Breach of Contract

i. If there is a breach of any of these conditions by the Guest or any of the party, the Clos A Jaon reserves the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

ii. If there is a breach of contract by Clos A Jaon, then the Guests have the right to end the Holiday and leave.

iii. Ending the holiday by the Clos A Jaon or the Guest does not affect that party's other rights and remedies.

17. Pets

Pets are not allowed.

18. Bed Linen & Towels

Sheets, pillowcases, duvet covers and towels are provided unless otherwise specified within the property description. If Guests have allergies to certain types of bedding, they should bring their own pillows and duvets. Linen can be hired at an extra charge, please ask for more details.

19. WiFi

Broadband speed and service can vary widely and at some properties, bandwidth is restricted, so may not be sufficient capacity for downloading films, TV programmes or music.

If connection to the Internet is vital to a Guest they should bring their own access (via a dongle) and should NOT rely on the house provision.

If WiFi/Broadband is offered, the Guest agrees to comply with all current legislation pertaining and regarding to the use of electronic data use and the Internet. Use is limited to 5GB per week of occupation. Broadband accounts are monitored and if excessive use occurs the Guest will be charged accordingly. Clos A Jaon accepts no liability for the loss or damage to the Guest's data, or for the Guest's inappropriate or illegal use of the Internet.

20. Prices

Clos A Jaon reserves the right to amend prices quoted in the brochure or online due to errors or omissions, but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is



www.closajaonsark.com

significantly higher than the original price quoted.

The exclusive law and jurisdiction of the Sark courts will govern any dispute.

21. External Factors

Clos A Jaon cannot be held to account or be responsible for; any holiday fairs, fetes, events or festivals occurring during the letting season; any noise or building works in the vicinity or on neighbouring properties; the activity of any wildlife that may live in the vicinity.

22. Complaints

As an organisation our aim is to provide you with excellent customer service. Occasionally we may fail to meet your expectations, mistakes can happen and when they do, we will try to put things right as quickly as possible.

In the event of there being a cause for complaint concerning a Property, the Guest must contact Clos A Jaon immediately in person or by telephoning Clos A Jaon. It is important that this is done whilst the Guest is still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if possible.

In no circumstances will compensation be considered for complaints raised after the holiday has ended, when the Guests have denied Clos A Jaon the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.

For complaints that cannot be resolved immediately, we will follow a set Complaints Handling Procedure. All complaints will be considered by a senior member of Clos A Jaon, or a designated complaints handler.

23. Photos & Descriptions

The property descriptions and photos on the website/brochure are provided in good faith and can be subject to minor alterations. Whilst the Clos A Jaon makes every effort to ensure the accuracy of the property description, they cannot be held responsible for any alterations made to the property or its amenities that are beyond its reasonable control. If a facility is particularly important to you, please check with the Clos A Jaon prior to booking.

24. Governing Law & Jurisdiction

25. Confidentiality and Data Protection

Clos A Jaon is committed to protecting your privacy. We will only use the information that we collect about you lawfully. We will process your information in accordance with our privacy policy.

Your information will only be disclosed to third parties in the normal course of arranging and administering any insurance contract(s) and for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes.

By Booking via Clos A Jaon you consent to receive our email marketing newsletter. If you wish to unsubscribe from the newsletter you can do so at any time by clicking unsubscribe in the email.

All electronic data transferred pursuant to these terms and conditions remains the property of Clos A Jaon and may not be replicated in part or whole without Clos A Jaon's prior written permission. Clos A Jaon will not preserve electronic data indefinitely.

26. Previous Booking Conditions

These Booking Conditions replace and supersede all previous editions.