



## Terms and Conditions

### Marine Villa, The Art Deco House

### at 33 Littlestairs Road, Isle of Wight PO37 6HS

In these terms and conditions the following terms have the following meanings:

**Marine Villa** means Marine Villa, 33 Littlestairs Road, Isle of Wight, PO37 6HS, United Kingdom.

**Agreement** means the agreement between Laurence Smith and Sharon Boyse-Smith and the Visitor for the holiday rental of Marine Villa on these Terms and Conditions;

**The Owners** mean **Laurence Smith and Sharon Boyse-Smith of 66 King Henry's Road, London NW3 3RR, United Kingdom** who are the joint owners of Marine Villa and have the sole rights to enter into any agreement concerning Marine Villa; and

**Visitor** means the person named in the confirmation invoice or confirmation email.

#### **1. Agreement**

1. These Terms and Conditions are provided with any booking and are also on our website after November 30th 2014. The making of a booking will form an agreement on these Terms and Conditions between the Visitor and The Owners for the holiday rental of Marine Villa.
2. The Owners permit the Visitor to occupy Marine Villa for the holiday period shown in the confirmation invoice or confirmation email together with the use of its contents.

#### **2. Price Changes**

1. Holiday prices are reviewed each year in autumn, for the coming calendar year. If the Visitor has booked in advance and paid their deposit before the review, and the price for their holiday has increased as a result of the review, the original price shall prevail.

#### **3. Booking and Payment Terms**

1. The total price for your booking (the "holiday price"), and the dates on which the holiday price is payable, will be set out in your confirmation invoice.

2. For bookings made more than 8 weeks or more in advance, the booking for a holiday will be effective when a deposit of £500 has been received by The Owners.
3. For bookings made for a holiday less than 8 weeks in advance payment must be made in full.
4. All payments can only be accepted in Pounds Sterling or US Dollars.
5. You can pay by bank transfer to The Owners Bank Account (held at National Westminster Bank, with your dates as the reference), by cheque (payable to L Smith & S Boyse-Smith) or if booking through an agent's web site that allows it, by credit card. Payment can also be made by PAYPAL although an additional charge, equivalent to the PAYPAL Commission charge will be added to your booking. By prior arrangement, and at an agreed exchange rate, payment may also be made in US dollars to a UK based (Shazlar Limited, at NatWest) dollar bank account, the details will be provide by The Owners. The Visitor is responsible for any international transfer costs.

#### 4. Cancellation

1. If a Visitor wishes to cancel a booking, they must give The Owners notice in writing as soon as possible. Cancellation takes effect on the day we receive your written or emailed notification. The closer your cancellation is to your holiday start date, the less likely we are to recover the holiday costs by re-selling Marine Villa. Our cancellation charges therefore increase as the departure date approaches.

<b>No. of days prior to holiday start dates</b>	<b>Cancellation charge</b>
More than 120 days	£100 admin charge
120 days to 90 days	Loss of the deposit
60 to 89 days	50% of the holiday price
59 to 45 days	75% of the holiday price
Less than 45 days	100% of the holiday price

2. If, following a booking, the full balance is not paid on time, The Owners shall notify the Visitor. If, after 28 days from the date on which full payment is due, full payment has not been received by The Owners then it may cancel the holiday booking and the above cancellation charges will apply, even if that requires extra payment to be made.

#### 5. The Owners Right to Refuse/Alter

1. The Owners may, at their discretion, refuse any booking.
2. The lead Visitor must be over the age of 18.

3. The Owners may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary:
  1. due to circumstances beyond the reasonable control of The Owners; or
  2. to perform or complete essential remedial or refurbishment works.
4. If a booking is altered or cancelled by The Owners, The Owners will return to the Visitor the relevant proportion of the holiday price paid by the Visitor to The Owners in respect of Marine Villa and will not otherwise be liable for any additional loss caused by such alteration or cancellation.

#### **6. Occupancy & Maximum Numbers of Visitors**

1. Occupation must be limited to the maximum number of persons for Marine Villa stated in the booking and no additional camp beds, tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available at Marina Villa. To exceed the maximum number of persons in Marine Villa overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage.
2. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions 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.
3. The Agreement is personal to the Visitor. The Visitor must not use Marine Villa 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. The only exception to this is if an agreement has been made in writing between The Owners and the Visitor to allow an event to be held at Marine Villa.
4. The maximum occupancy of Marine Villa shall not be exceeded. The Owners will however always give reasonable consideration to specific requests for use of Marine Villa 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 Owners. If permission is granted, an additional charge will be made.
5. The property is not suitable for 'hen' and 'stag' type occupancies for many reasons and therefore such bookings will be declined. If such a booking is inadvertently accepted, this will be considered as a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, or if allowed to remain a 50% surcharge of the total booking fee levied.
6. Under no circumstances are tents or other temporary living accommodation such as mobile homes or caravans allowed on the premises of Marine Villa without prior written permission. If any tents or other temporary living or entertaining accommodation (such as a marquee) is erected then this will be considered as a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises and the deposit forfeited in full.

#### **7. Services**

1. The holiday price will include all charges for water, gas, electricity, and reasonable internet use. Visitors must comply with the instructions found in the welcome pack in Marine Villa regarding the appropriate fuel for use within Marine Villa.
2. A Bespoke Catering service is available from carefully selected suppliers and can be booked via The Owners prior to arrival. No other commercial caterers are allowed to operate at Marine Villa without prior written approval and a surcharge may be levied.
3. The Owners are currently applying for a license to offer Champagne and Fine Wines.

#### **8. Liability and Loss of Visitor Property**

1. Any Visitor's property found at Marine Villa or on The Owners property will normally be disposed of if it is not collected within 6 months and The Owners may charge a reasonable administration fee to cover the costs of storage and handling of lost property.
2. Minor items (such as mobile phone chargers) will be posted back wherever possible by Royal Mail. Other items will be returned where practical and any costs deducted from the deposit. If secure or urgent delivery is required, this should be requested and authorised by email. Any loss in transit is the Visitors responsibility at all times.
3. While every effort is made by The Owner's to maintain a high level of services and equipment, The Owners are not responsible for any failures beyond their control.
4. The Owners will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:
  1. unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
  2. where such loss or damage is not a reasonably foreseeable result of any such breach; or
  3. 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 Owners .

#### **9. Pets**

Pets are not permitted unless agreed prior to making your booking, when we do allow one small dog to join our guests at Marine Villa. It is however very important that the dog does NOT get onto any of the furniture, especially the beds as this would be unfair to future guests. If any 'evidence' is left in the garden of the dog's visit a charge of £50 will be deducted from the deposit. Anything the dog does in the garden should be cleared up and put into a plastic bag that is then tied and put into the general waste bin outside the pantry. If any additional cleaning in the house is required due to the dog's visit, the additional cleaning costs will again be deducted from the deposit.

Assistance dogs are permitted in Marine Villa, however the Visitor must notify The Owners of the intended presence of any assistance dogs prior to booking. Their party will be responsible for any additional cleaning/costs associated with the Assistance dog(s).

#### **10. The Owners Right of Entry**

1. Gardening may take place during any stay, Monday to Friday, this will be limited to outside the house and no work close to the windows or use of noisy equipment will take place before 10AM.
2. There is a need for ongoing and occasionally unforeseen work in any property. The Owners and its contractors may enter Marine Villa at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of Marine Villa may be required. External windows and doors may be opened during this process.
3. The Owners will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 09.00 — 17:00. If this is not possible The Owners will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

## **2. Visitor Obligations**

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.
2. The Visitor agrees to keep and leave Marine Villa 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).
3. The Visitor accepts that any damage caused to the furniture, furnishings, beds or bedding, including bed soiling (in which case a replacement mattress is always required) will be charged to the Visitor.
4. The Visitor must allow The Owners and/or its agents to enter Marine Villa to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.
5. The Visitor must not use Marine Villa 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 Owners or to any neighbours.
6. The Owners will not tolerate any verbal or physical abuse towards any of its staff or representatives.
7. The Visitor and his or her party must comply with any reasonable regulations relating to Marine Villa of which the Visitor has written notice. Such regulations will be found in the welcome folder in Marine Villa, typical examples would include any local conditions regarding parking, waste disposal and recycling.
8. Smoking is not permitted in any part of Marine Villa and the Visitor and any member of his or her party agrees not to smoke inside Marine Villa. If you smoke outside the house, all smoking debris should be properly disposed of using the refuse containers.
9. The use of candles or fireworks by the Visitor or his or her party at Marine Villa is strictly not permitted unless expressly agreed in writing with The Owners. Use of barbecues is not permitted at any time except those that are provided at Marine Villa by The Owners

10. Where provided, the Visitor may make reasonable use of the herb garden while staying, but not remove any plants or take any herbs away at the end of their stay.

### **3. Commercial Use**

Please note that no commercial company (marquee suppliers, caterers, DJs, Children's entertainers etc) are permitted to conduct their business at Marine Villa without prior approval including proving they have Third Party Liability and Personal Liability insurance. Copies of their insurance should be provided to [info@artdecohouseuk.com](mailto:info@artdecohouseuk.com)

This is to protect both yourselves and Marine Villa. The owners have taken out insurance but this is not valid for commercial suppliers and you (and the supplier) will have no insurance cover.

If you use a third party non-approved caterer they should bring their own pots and pans etc. A fee may also be charged. Any damage to any of the kitchen equipment or utensils or additional cleaning (ovens etc) will be deducted from the security deposit.

### **4. Damages and Security Deposit**

1. The Owners recommend that Visitors hold personal insurance for accidental damage and personal liability.
2. If on arrival at Marine Villa you discover that anything is missing or damaged then this must be reported to The House Manager immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.
3. All bookings will be subject to a refundable accidental damage deposit of £500.00 and is payable to us with your final balance. This deposit will be repaid within 3 days of checking out, less any deductions for any damage or missing items.
4. Marine Villa includes antique windows and furniture that may be very expensive to replace or repair, the Visitor is reminded to treat everything with respect within the house and not to misuse or abuse anything within the property and to take special care with liquids being stood or split on the antique furnishings.
5. If any damage or missing items exceeds £500, then the Visitor's credit card will be charged for the balance and/or compensation sought.
6. If the Visitor checks out later than the agreed checkout time, then a deduction of £100 an hour will be charged to cover the additional staff costs. This will be deducted from the deposit.

### **5. Water Supply**

1. The Owners cannot accept responsibility for a shortage of water at Marine Villa 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 Owners reasonable control.

### **6. Weather**

1. If Marine Villa becomes inaccessible due to bad weather The Owners will take reasonable steps to inform the Visitor in advance. However, The Owners liability does not extend to weather related conditions that affect public roads and the Visitor is advised to have travel insurance against such a risk.

## **7. Comments/Complaints**

1. Every reasonable care will be taken to ensure that Marine Villa is presented to Visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact The House-Manager. Reasonable steps will then be taken to assist the Visitor.
2. The Owners are committed to ensuring that any problems or complaints the Visitor may have whilst at Marine Villa are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify The Owners immediately or refusal of reasonable rectification may affect the Visitor's right to compensation.
3. Visitors must provide a contact telephone number and suitable time for The Owners to communicate with them about problems or complaints. Visitors must allow access to Marine Villa by any staff or contractors of The Owners to resolve problems or complaints. If despite contacting The Owners the problem or complaint remains unresolved, the Visitor must contact The House Manager again. The Visitor must not independently move to other Accommodation without first allowing The Owners the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation.
4. Visitors must formally confirm any unresolved complaint in writing; by telephone or by email to The Owners within 28 days of returning from the holiday. Please contact:

*Laurence Smith, 66 King Henrys Road, London NW3 3RR*

or to the email address: [Laurence@artdecohouseuk.com](mailto:Laurence@artdecohouseuk.com)

## **8. Arrival and Departure Times**

1. The Visitor and his or her party must arrive after the arrival time (4:00pm on the first day of the holiday period) but before 7:00 pm and depart before the departure time (10:00am on the last day of the holiday period). The Owners especially recommends arrival before 7pm in winter months.
2. If Marine Villa is available earlier than 4:00pm, The House Manager may contact The Visitor and offer them early access at no extra charge. The Visitor is under no obligation to accept the earlier check in.
3. The Visitor will be issued with a set of keys to Marine Villa on the first day of the holiday period and the Visitor must return them on 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.

## **9. Right to Evict**

1. The Owners may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave Marine Villa, (without compensation being payable to the Visitor or any member of his or her party) if:
  1. this is deemed necessary by The Owners 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 members of staff; or

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

#### **10. Data Protection**

1. The Owners may communicate with you from time to time about their work or to offer you a return visit.
2. The Owners will not pass on any information about you or allow any other to use any data the Owners have collected from you unless you request they do in writing or by email.

#### **11. Governing Law**

1. The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

#### About us

Laurence Smith and Sharon Boyse-Smith are a married couple who own Marine Villa as their only holiday let business on top of their usual jobs. Marine Villa, The Art Deco House is a labour of love, and will be continually upgraded and improved, gradually returning Marine Villa to the splendour of a bygone age.

Follow us and tweet about us please.

Reviews left on any site can help future people to check the suitability of Marina Villa to their needs. If you enjoyed your stay, please take the time to leave a review, if you had a problem, please help us to sort it out for you!

- @artdecohouseuk