

# Terms & Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Hodgkinsons Associates's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

## General Terms & Conditions

The term 'Hodgkinsons Associates' or 'us' or 'we' refers to the owner of the website whose registered office is 209 Cooden Sea Road, Bexhill-on-Sea, East Sussex, TN39 4TT, UK. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- i. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- ii. This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, any personal information collected will be stored by us in accordance with our published Privacy Policy.
- iii. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- iv. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- v. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- vi. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- vii. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- viii. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- ix. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## **Booking Policies**

The properties detailed on this website are also marketed through RentalSystems and Clickstay Ltd; Bookings.Com B.V. (NL); Holiday Lettings Ltd; TripAdvisor LLC and trivago GmbH all of which may be linked from this website for the purpose of completing a booking. Where bookings are made through these external sites, potential renters are subject to the specific Terms and Conditions and Privacy Policies of these companies and their websites.

Where bookings are made direct with Hodgkinsons Associates through this website, the following Booking Policies will apply. Please make sure that you have read them before making a booking with us.

- i. Any bookings made or order placed by you, shall be deemed to be an offer by you to rent the relevant accommodation subject to these Terms and Conditions.
- ii. By making a booking with us, you agree that you:
  - a. have read these Terms and Conditions and agree to be bound by them
  - b. consent to our use of your information in accordance with our Privacy Policy
  - c. are over 18 years of age; and
  - d. accept financial responsibility for payment of the booking on behalf of all persons detailed in the booking.
- iii. It is your responsibility to check the reservation and ensure that the particulars contained therein are correct.
- iv. The use of the accommodation and facilities are entirely at your own risk and no responsibility will be accepted for injury, loss or damages to you and/or your other guests, their belongings or their motor vehicles.

## **Property Details**

- i. It is your responsibility to make sure that the style, type, standard and location of the property you choose fulfils your requirements.
- ii. All the information you need to do this is provided on our website and we are happy to answer any questions you may have prior to booking.
- iii. Guests are reminded to read the property descriptions and previous guest reviews carefully.
- iv. You should check any aspect of the property or rental agreement that you are unsure about before you book.

## **Payments**

- i. You must pay a non-refundable deposit of 30% of the total value of the booking within 7 working days of the initial reservation being received by us or our Agents.
- ii. Payment of this deposit constitutes acceptance of these Terms and Conditions and confirmation of the booking by us.

- iii. Failure to pay this deposit within the specified time period will result in the booking being cancelled unless a prior arrangement has been agreed between you and us.
- iv. The full outstanding balance must be paid no less than 4 weeks before your arrival date. On receipt of the balance, full details of key collection arrangements and directions to the property will be provided.
- v. Failure to pay the full outstanding balance within the specified time period will result in the booking being cancelled. In this situation the 30% deposit payment will be forfeited and retained by us.
- vi. For bookings made within 4 weeks of the commencement of the holiday, the full total cost of the booking will be due within 3 working days.
- vii. All payments must be received in Euros net of any bank or other transaction charges.
- viii. Payments may be made by bank transfer, PayPal or credit/debit card. Card payments may incur a small processing fee which will be notified to you before booking.

### **Cancellations**

- i. If you wish to vary or cancel your booking, please contact us immediately by email on [info@hodgkinsons.com](mailto:info@hodgkinsons.com)
- ii. Your 30% deposit payment is non-refundable in the event of any cancellation.
- iii. If you cancel more than 4 weeks before your intended date of arrival the cancellation fee is simply your 30% deposit payment.
- iv. If you cancel less than 4 weeks before your intended date of arrival the cancellation fee will be 100% of the total booking cost paid.
- v. A variation of the booking which reduces the number of nights stay will be treated as a cancellation of the booking in respect of those nights.
- vi. We operate a minimum nights stay policy of 4 nights. No refund will be made for a variation that breaches our minimum nights stay policy.

### **Unavailability Refunds**

If a property becomes unavailable for your booking due to unforeseen circumstances (e.g. fire, storm, damage, force majeure etc.), we will inform you immediately and:

- i. endeavor to obtain suitable alternative accommodation for you at no cost, or
- ii. if that is not possible, we will refund in full all money you have paid to us in respect of the booking.

### **Security Deposit**

- i. A refundable security deposit of €100 is required for all bookings made through Hodgkinsons Associates to cover the cost of any damage to or breakages at the property.

- ii. This is payable on arrival in cash to our Local Manager and returned on departure, subject to a satisfactory inspection of the property.
- iii. Should any of the equipment, furnishings or linen in the property be lost or damaged then the cost of repair or replacement will be deducted from the refundable security deposit.

### **Insurance**

- i. It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness.

### **Price Alterations**

- i. All of our prices are in Euros (EUR) and include all taxes where applicable. We reserve the right to alter prices up until the moment that you confirm your booking.
- ii. We will quote you the current price at that time and that will override any previous verbal or emailed price quotes.

### **Utilities**

- i. All utilities at the property are provided free of charge. This includes water, electricity and Internet access.
- ii. Excessive use of any of these services however, (especially through the use of the air-conditioning units and the emersion heater), may incur an “excess” charge which can be deducted from the security deposit.

### **Security and Valuables**

- i. Any valuables left at the accommodation are left at your own risk. We will not be responsible for any loss.
- ii. It is your responsibility to ensure that all doors and windows are closed and locked when leaving the property, or when by the poolside/in the grounds.
- iii. If theft or damage to the property occurs through negligence on your part, we are entitled to seek compensation from you.
- iv. No refund will be given should you decide to vacate the property as a consequence of a burglary.

### **Cleaning**

- i. All of our properties are cleaned free of charge, before your arrival and after your departure.
- ii. You are responsible for ensuring that the property is kept clean and tidy during your stay.
- iii. If you require a cleaning service during your stay please talk to our Local Manager on arrival. Such cleaning services will incur an additional charge.

## **Linen and Towels**

- i. We supply linen, pillows, blankets and towels which must be left where supplied in the bedrooms or bath room on departure.
- ii. Beach towels are not provided.

## **Pets**

- i. Animals are not allowed in any of our properties

## **Smoking**

- i. All of our properties are strictly non-smoking.

## **Limitation of Liability**

- i. We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to an act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions.
- ii. In any such case we shall be entitled to treat the contract as discharged.
- iii. We will not compensate for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems etc (although we shall endeavor to repair as soon as possible).
- iv. We cannot be held responsible for the failure of public utilities such as water, gas and electricity.
- v. We cannot be held responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond our control such as building work outside of the holiday accommodation.

## **Arrival and Departure Times**

- i. You may arrive anytime after 3.00pm on the day of your booking.
- ii. You must vacate the property by 10.00am on the day of departure
- iii. Both of these times may be changed by prior agreement

## **Lost Property**

- i. We cannot accept responsibility for any items left behind in the property after your holiday, but if you contact us we will endeavour to locate the lost item(s).
- ii. If lost property is found, we will inform you and agree the means to return it. We will return the goods at cost.
- iii. Any unclaimed items will be disposed of after two weeks.

## **Your Responsibilities**

By accepting these Terms and Conditions, you agree to:

- i. take reasonable care of the property and ensure that the property and all equipment are left clean.
- ii. refrain from creating a disturbance to your neighbours, including excessive noise. Failure to comply may result in termination and eviction without refund and extra charges may be made for security and other expenses.
- iii. reimburse us for any extra cleaning costs required. Where applicable, we reserve the right to deduct any extra cleaning costs from any security deposit paid.
- iv. pay for any losses or damages to the property.
- v. not to smoke, or allow others to smoke inside the property.
- vi. pay for any optional extras at the rate stated on the website.
- vii. not exceed the total number of persons in the property as stated in the details, or share the property.
- viii. be responsible for the safekeeping and replacement of all accommodation keys. Duplicate keys can be provided for a small additional charge.
- ix. ensure that before departure, all food is removed from fridges, all rubbish is put in the Council rubbish bins provided and all crockery and cutlery is washed and packed away so that the property is left in a clean and tidy condition.
- x. grant us the right to access the property at any time during occupancy after reasonable notice has been given

## **Problems or Complaints**

- i. In the case of any problem or complaint during your stay, you must contact our local manager immediately so that we can rectify the situation as quickly and efficiently as possible.
- ii. Where necessary, you must allow repair/services access to the property during reasonable hours whilst minimising disruption to you.
- iii. Any problem or complaint that cannot be resolved locally, must be emailed to us using [info@hodgkinsons.com](mailto:info@hodgkinsons.com) prior to departure from the property.
- iv. Failure to follow this procedure may hinder our ability to rectify the problem or complaint and reduce or extinguish any claim you may have.

## **Jurisdiction**

Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

**Last Updated  
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