Harbourview Self catering

Booking Terms and Conditions

1. COVID-19

- If you're planning to stay with us, our doors are open. And your safety is our first priority. We have implemented a number of new hygiene and safety procedures and standards of our apartments to ensure our guests and staff are safe and secure. All guests must also maintain social distancing during their stay. Guests encouraging social gathering will be asked to leave, fined and reported to the authorities in line with Government guidelines.

- You must be over the age of 21 to place a booking.

2 Interpretation

2.1 Definitions

In these conditions, the following definitions apply:

- **HVSCA - Harbourview Self-Catering Accommodation**

- **The Booker/you/your/guest**: The person using services provided by HVSCA.

- **The Group/Group Bookings**: A booking of three or more apartments at the Harbourview, made as one booking.

- **Booking Conditions**: The payment and cancellation terms applicable when booking HVSCA or supplier operated property.

- **GST**: Goods and Services Tax payable under the Goods and Services Tax (Jersey) Law 2007

- **Offline**: A booking/enquiry made with HVSCA, via telephone, live chat or via email.

- **Property**: The physical building being provided for your accommodation.

- **Apartment**: To the specific apartment provided within a property for your accommodation

- **Visitors**: People visiting the person/people staying in apartments provided by HVSCA or supplier

3 Disclaimer

Information on this site is posted in good faith and updated regularly, but HVSCA cannot guarantee its completeness and accuracy. HVSCA does not accept any liability to you or any third party for any error or omission on this site. HVSCA may change, update or delete the terms and conditions or any information on this site without prior notice.

HVSCA does not warrant that this site will be uninterrupted, error free or that any information or other material accessible from this site is free of viruses or other harmful components.

HVSCA is not liable for any direct or indirect loss resulting from your use of the information on this site.

4 Your booking

4.1 Any booking made offline, will only come into existence when deposit has been paid and your confirmation has been dispatched by us. Upon completing your booking and receiving your confirmation you enter into a contract with HVSCA on our stated Terms and Conditions.

4.2 Restrictions may apply, but not limited to, a minimum night stay and age restrictions; you will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time.

4.3 All guest names and contact telephone numbers are required at the time of booking including whether guests are adults or minors.

4.4 Upon check-in, guests are kindly required to show the credit/debit card used to pay for the booking and a valid photo ID, such as passport or driving licence.

4.5 Please carefully check the details on your booking confirmation and invoice as soon as they are received. If anything is not correct, we kindly ask that you tell us immediately. However, we regret that we cannot accept any liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation or invoice, we reserve the right to **correct it as soon as we become aware of it and will do so within 7 days of issue of the confirmation or invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date.**

4.6 Special Requests

We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at time of booking so that we can help you to select the most suitable apartment to suit your needs. Although we will endeavour to meet any reasonable requests, no guarantees can be given that any request will be met. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

4.7 Group Bookings

Special conditions may apply and these will be advised at the time of booking. Cancellation charges and notice periods may differ to those in clause 7.3 and will be advised at the time of request.

5 Payment

5.1 General

Payment of 50% is required at the time of booking unless otherwise agreed. The deposit off-set against your balance. You will receive an email 8 weeks prior to arrival, if this balance is not paid within two weeks your booking will be cancelled and depart retained.

Payment should be made in Pounds Sterling by: Credit or Debit card.

Credit card details must match the relevant security checks. Upon check-in, guests are kindly required to show the credit/debit card used at the time of the booking and a valid photo ID.

Credit card fees are not refundable in any circumstances, pending on fees at time.

We will also accept a Bank Transfer and these details can be provided upon request.

Accounts in credit balance for a year or more, following our best endeavours to return the money to the customer, will be retained and removed from the account.

Any commission invoices due should be submitted to accounts.payable@HSCAgroup.com within 12 months of the departure date. Invoices not received within this time will be rejected.

5.2 Security Deposits

A Security Deposit may be required on check in to give staff and residents extra peace of mind which is to cover “additional charges“ (see clause 15), including breakages, damages, extra

cleaning and further accommodation charges incurred during your stay. If this is the case, you will be contacted directly before your stay to confirm and be advised of the charge.

5.3 Payment of additional Charges

Valid credit/debit card details must be supplied at the time of booking and/or upon arrival at the apartments to cover any potential “additional charges “(see clause 15). On flexible bookings, a 1% pre-authorisation fee will be charged to ensure validity of payment card.

These charges will be deducted from any Security Deposit held or from a debit/credit card supplied and any balance on the security deposit will be refunded. A written statement of the “additional charges” will be sent to you. In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice the booker or guest direct for these charges.

6 Pricing

The rates that we advertise are to the best of our knowledge correct at the date of publication, however we reserve the right to change any rates from time to time, without notice.

Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes as a result of tax changes or currency fluctuations beyond our control.

GST is charged at the rate in force on the earliest of the date of payment, the date of arrival or the date of invoice, unless the GST rate changes during your stay. If the GST rate changes during the dates of your stay, GST is charged at the GST rate in force on each day of your stay.

7 Changes by the guest

All requests for changes, extensions and cancellations must be made in writing or you will be liable to pay us the full amount of the booking.

If you wish to change any detail of your confirmed booking, we will do our best to make the change subject to an administration fee of £30 plus GST per booking, which will be payable to us once any change has been made together with any other resulting costs and may result in an increase or decrease in rate depending on the dates booked and length of stay. Changes that will amend the arrival date to be later than the original date confirmed will be treated as a cancellation under Clause 7.3 below.

7.1 Changes

All changes of date are subject to availability. Should any change be rejected, the original booking will be re-instated. Name changes or child age changes will not incur any charges or administration fee. Once in house, changes to the departure date which result in a reduction in the length of stay will be subject to rate change

7.2 Extensions

If you wish to extend a stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change.

Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be made by return.

7.3 Early Departures and Cancellations

HVSCA reserves the right to treat an early departure or reduction in the number of nights or apartments booked as a cancellation and apartments may be re- let and cancellation charges will apply. Non-arrivals will be treated as a cancellation and you will not be entitled to any refunds.

Transaction fees are not refundable in the event of a cancellation.

The Cancellation Policy should be requested at the time of booking.

Cancellation charges relate to the date prior to arrival when we are notified of the cancellation and will determine the cancellation charges incurred according to the scale below.

Length of stay	Notice period	Cancellation charge
1-6 nights	24 hours	1 night
7-28 nights	24 hours	7 nights
29+ nights	7 days	7 nights

These notice periods also apply to early departure, postponed arrival or reduction in the number of minimum night's stay.

For group bookings the minimum notice period and the cancellation charge per apartment, regardless of length of stay, is the same as for stays of 29+ nights.

8 Changes by HVSCA

We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible.

If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative apartment of similar type and standard in a similar location for the same period. If the alternative apartment is advertised at a lower price, you will receive a refund of the price difference.

However, if the alternative apartment is at a higher price the new price will be payable. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a refund unless this is the result of an event beyond our control – see below.

You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund.

8.1 Events beyond our control

Events beyond our control include but are not limited to the following: an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, epidemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations and building work undertaken at the property or in the local area, strikes, lockouts or boycotts, embargo or blockade.

9 Insurance

We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore, you are advised to ensure that you have appropriate insurances in place. In addition, you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

10 Website

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct, but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. Given the above factors, we do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments we offer. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites.

Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, floor plan, design, fixtures, furnishings and facilities may vary. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any accommodations made available. For our full Website Terms and Conditions, please go to www.harbourview.je

11 Liability

We are responsible for our own operated apartments, subject to the following conditions.

All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with us and these conditions shall apply in their place. However, nothing in these terms and conditions will affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

However, and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for:

- Any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim
- Any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the accommodation as made available on our website
- Any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website
- Any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you.

This is whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the accommodation (including any employees, directors, officers, agents, representatives or affiliated companies) whose products or services are (directly or indirectly) made available, offered or promoted on or through the website, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

11.1 Booking on behalf of a business

If you are booking for, as, or on behalf of a business or business employee, that business shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your, or your business's, breach or negligent performance or non-performance of these terms and conditions.

If you are booking for, as, or on behalf of a business or business employee, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to us under your booking.

12 Your accommodation

All apartments are occupied as serviced apartments and are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to any form of tenancy. No relationship of landlord and tenant is created, and no security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the apartment.

These conditions constitute an excluded agreement under Article 3 (4) (a) and (c) of the Residential Tenancy (Jersey) Law 2011 We cannot guarantee an exact apartment prior to arrival. The maximum guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we may refuse access to the accommodation and/or reserve the right to charge for additional apartments.

12.1 Arriving and departing

The specific arrival and departure policy should be requested at the time of booking and will be stated on the confirmation. Stating your time of arrival is mandatory when booking. Arrival or late departure may be available for an additional charge but cannot be guaranteed unless booked from the night before arrival or for the night after departure. It is mandatory to state the form of transport being used (plane, boat etc) to travel to Harbour View Self Catering Accommodation and whether or not you plan to bring a car with you.

Please not that charging any electric vehicles is completely and strictly prohibited in and on Harbour View property The procedure for departure will be confirmed on arrival.

12.2 Access to your apartment

Key collection details will be provided to you (via your booker where applicable) prior to arrival. And you will be given a code to enter the building and details of key collection once your booking is confirmed. It is essential that you have this information with you on arrival and, where notified, contact us in advance to confirm the arrival procedure. Access Statements are available for all HVSCA operated properties; please ask us for a copy at the time of booking if required.

13 Facilities and services

13.1 Cleaning

Your apartment will be cleaned every third day unless otherwise arranged. The day your cleaning is scheduled will be advised on arrival. Weekly housekeeping includes linen/towel change and general cleaning. A extra charge will be added if you require daily cleaning

13.2 Maintenance

Routine maintenance is carried out regularly by our Management Team; however, occasionally we may need access to your apartment to carry out essential maintenance. We will normally give you 24 hours' notice, except in the event of an emergency during which we would require immediate access.

13.3 Internet / Wi-Fi

Where access is available in apartments, it may be charged for separately. Information about Internet access will be provided at time of booking and on arrival. Access is subject to the HVSCA Acceptable Use Policy. At peak times the bandwidth available for connection to the Internet may be under pressure due to the number of people connecting to the Internet, both internally and externally. HVSCA recommends that activities requiring increased bandwidth such as Skype, Movie/TV streaming is limited at these times.

A support service is available to assist guests connecting to the Internet but if in HVSCA 's opinion the fault is deemed to be with the guest's equipment, no support can be provided. Guests must not interfere, move or disconnect any equipment relating to the provision of the Internet access and must not use the connection for any illegal or immoral purpose (including but not limited to file sharing) and HVSCA reserve the right to pass on any record to the authorities should HVSCA be made aware of any such use.

HVSCA reserves the right to disconnect a guest at any time without notice if, in HVSCA 's opinion they breach any of these terms and conditions (including exceeding the download limit) or fail to pay for the connection at the agreed rate.

13.5 Security

Guests will be provided with a set of keys to access the property and the apartment. Additional sets can be provided on request. It is your responsibility to ensure that you are in possession of these at all times and that they are returned at the end of your stay. An additional charge will be made for replacements and if we are required to provide access due to lost or forgotten keys.

13.6 Interruption to services

We will make every effort to ensure that guests enjoy a peaceful stay, however, cannot guarantee or be held responsible for any failure or interruption of services to the apartment or the building, including electricity, air conditioning, water or any damage to telephone, broadband/ internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the property or any neighbouring property. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time at our apartments.

13.7 Guest services

Our Guest Services Team is available to ensure your stay is as comfortable and enjoyable as possible. Contact details and working hours are made available on arrival.

14 Guest responsibility

Guests are expected to comply with any regulations for use of the apartment. These are available on arrival, usually in the Guest Information Folder, in the apartment. If any guest breaches any of

these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately without refund.

14.1 Smoking

Smoking is not permitted in any apartment, this includes the use of electronic cigarettes. Smoking in the apartments or in the hotel outside of the designated areas will result in a £50.

14.2 Pets

We are dog friendly and all well behaved dogs are welcome. Your are responsible for your pet at all times and any fouling must be collected and disposed of. The is an extra charge of £10 per night.

14.3 Nuisance

Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Guests are not permitted to use the apartment for any illegal or immoral purposes. An additional charge will be made if the Management Team is called out in response to a nuisance complaint.

14.4 Age restrictions

In order to ensure the safety of all our guests, bookings may not be accepted from any guests under the age of 21 unless there has been prior agreement in writing directly with the property. We require that there is at least one person aged 21 or over travelling with any child and be residing in the same apartment unless by prior agreement. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.

14.5 Visitors

Guests are responsible for their visitors. Non-residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy.

14.6 Damage

Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you or the booker within 7 days of departure with full details and where possible photographic evidence. We reserve the right to charge the card payment details provided and pre-authorised at the time of booking where you or a guest of your booking causes damage of any kind to the property or the apartment.

14.7 Cleanliness

We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs. Cleaning, specialist treatment charges where more than routine cleaning is required will result in a £100 fine.

14.8 Lost property

All your possessions should be removed from the apartment on the date of departure. We will use reasonable endeavours to retain any lost items for up to 3 months after your departure date. Email: wakeup@harbourview.je or enquiries relating to lost items.

14.9 Storage

Where facilities are available and at the owners risk storage of luggage may be provided at an additional charge.

15 Additional Charges

As a guide, additional charges include, but are not limited to the following:

- Breakages, loss or damage to the apartment or any of its contents
- Cleaning, specialist treatment charges where more than routine cleaning is required or smoking has occurred:
- Inventory and condition reports:
- Lost keys, fobs or access cards: £50
- Call out charge for locked out Guests £20
- Storage of luggage
- Telephone call charges
- GST and local taxes are payable on all additional charges and where the level of the additional charges is not specified in these conditions, we will charge you the actual cost together with any administration costs. Prices for additional charges may change at any time. For payment of additional charges see clause 5.3.

16 Health and safety

We take the health and safety of all our guests seriously. On arrival you should familiarise yourself with the layout of the apartment and building and the health and safety procedures as detailed in your apartment.

17 Quality and feedback

We are committed to providing quality accommodation and conduct regular audits to ensure that high standards are maintained at the apartments. We also welcome feedback from our guests and ask them to complete a guest satisfaction survey on departure. We value this feedback which provides us with useful information on how we can improve our services further.

18 Complaints

In the unlikely event that you are dissatisfied with any aspect of your accommodation, please notify the Management Team as soon as possible in the first instance. If you do not give us the opportunity to resolve a problem during your stay, this may affect the final outcome of any complaint received. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact management.

19 Privacy

All information collected or properly obtained during the booking process will be processed in accordance with our Privacy Policy which, with our Website Terms and Conditions, is incorporated into these conditions.

20 General

We reserve the right to change these conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment immediately. These conditions shall be governed by and construed in accordance with the laws of Jersey and the Courts of Jersey shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from them.

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