

TERMS AND CONDITIONS - SELF-CATERING RETREAT ACCOMMODATION

These are the terms which apply to the contract in relation to your booking of The Elizabeth Castle Retreat Accommodation. For the purpose of these terms, you (the person making the booking) are referred to as the 'Guest' (or 'Guests'), 'you' and/or 'your'.

Please take the time to read these terms carefully as they explain important information, such as terms of cancellation, security deposits and other important information.

1. Your booking must be for Retreat purposes only. You may not sub-let the property or use it for weddings or parties, unless otherwise approved by Jersey Heritage (JH).
2. Arrival and departure: The property will be available to you at the pre-arranged time, which is subject to tides and the availability of transport. All Guests and occupiers, luggage, property etc. must vacate the property and associated land completely by the pre-arranged time on the last date of the letting period. If a Guest (or their guests) fails to vacate the property or associated land by this time, JH reserve the right to deduct an amount from the security deposit to cover the extra period of occupation and any extended or delayed cleaning arrangements caused by the delay.
3. The number of people sleeping at the property must not exceed the number agreed at the time of booking or the maximum allowed on the property listing.
4. All beds will be made up in a twin configuration, unless we are advised at the time of booking that double beds are required.
5. The lighting of fireworks on land surrounding the site, the use of candles and smoking inside the property are strictly prohibited.
6. No tents, marquees or other temporary structures may be erected on land surrounding the property.
7. Dogs are not allowed at Elizabeth Castle.
8. Our properties are important historical sites with many original features. They do not have many of the health and safety features required of modern buildings, it is therefore essential that you and your guests behave responsibly, and that children are supervised at all times. Our properties are fitted with smoke alarms and fire extinguishers.

9. Should there be a disturbance at one of our properties or local residents affected as a result of your stay, then your hire may be terminated resulting in the loss of your hire fee. In this instance, it is not the responsibility of Jersey Heritage to provide alternative accommodation.

10. Any problems whilst you are staying at the property or grounds for complaint should be reported immediately to a member of the Jersey Heritage Lets team or the site supervisor. We will endeavour to address any issues as soon as is reasonably possible. Failure to do so will prejudice a claim irrespective of its merits.

11. Although all information regarding prices, availability and on-site facilities are correct at the time of going to print, we reserve the right to change any details contained in published information at any time.

BOOKINGS

12. 50% of the total hire price is required as a non-refundable deposit upon booking. The full balance is due two months prior to your arrival. Should your booking commence within two months prior to your arrival then the full amount is required upon booking. Once we have received your booking, the deposit payment has been received and a confirmation sent, a contract has been entered into which includes all of the listed conditions. Payment of all required amounts when they are due is the essence of the contract.

13. An initial enquiry over the telephone, website enquiry or via email does not constitute a booking. A booking is firm when full payment has been received and confirmed to you in writing.

14. When you make a booking, you warrant that you are over 25 years of age and will be present for the duration of the hire. You accept full responsibility for all persons who will use the property during the period booked, and that you have read and fully understood our terms and conditions.

15. We will not accept bookings on behalf of another individual – for example a parent hiring on behalf of their teenage child or a member hiring a property for a non-Member and thereby sharing their discount.

16. Once booked, we require your card details which will be kept safely on file until the

property has been checked upon your departure by the site supervisor. Damage to the property and its contents, a disturbance affecting local residents as a result of your stay, or failure to return all of the keys to Jersey Heritage will incur a minimum additional charge of £200.00, this will be debited from the credit card details provided.

17. The booking form must be completed once a booking has been confirmed and the deposit paid. This includes the details of who will be staying in which room and the configuration of the beds – twin or double. If the bed configuration is not specified they will be set up as twin beds by default.

PAYMENT

17. All payments are in sterling. All major credit cards are accepted with the exception of American Express.

18. We require a refundable security deposit of £500.00 which will be pre-authorized on your payment card 7 days before your arrival and automatically released off your card within 7 days of departure.

19. All refunds are paid within 7 days of departure once the site supervisor is satisfied and the terms and conditions of rental have been complied with. Failure to leave the accommodation in a clean and tidy condition may result in the loss of all or part of your security deposit.

LOSS OR DAMAGE

20. Jersey Heritage shall not be responsible for any loss or damage to any belongings, or injuries sustained by you or any of your party whilst staying at one of our properties.

21. On booking, you agree to indemnify us against all loss and damage arising directly or indirectly to the property and its contents, from any deliberate or negligent act or omission by yourself or any person, and without limitation of the foregoing to pay us forthwith, upon written demand, our costs in making good any such damage and cleaning.

22. Guests are required to take good care of the property and its contents and leave the property clean and tidy on the day of departure. All or part of the security deposit will be

forfeited if during the hire period there are any breakages or damage caused to the holiday accommodation (including garden, grounds & garage if applicable), furniture, equipment, or utensils within the bounds of the holiday accommodation or if after the guest(s) have vacated the holiday accommodation the property requires additional cleaning beyond what would be reasonably expected. Guest would be required to reimburse Jersey Heritage if the total amount of damage and/or extra cleaning charges exceeds the amount of the security deposit held. Please let us know about any breakages or damage so that we can arrange to replace/repair the item(s) in time for the arrival of the next guests – we don't always charge for minor breakages, if reported to us before departure.

SECURING THE PROPERTY

23. The property must be left secure, with all windows and doors closed and locked on your departure or whenever you leave the property unattended.

24. On your departure all keys must be returned to the Site Gardien. Failure to return all keys will result in an additional charge of £50.00 per key, which will be deducted from the security deposit.

HOUSEKEEPING

25. Before departure you must ensure that the property is left in as clean a condition as you found it on arrival. All items of furniture and equipment should be returned to their original position. If the property not been left in a satisfactory condition we will charge an additional cleaning fee which will be deducted from the security deposit.

CANCELLATION OF BOOKINGS

26. Should you need to cancel a booking, you must notify us as soon as possible. Your deposit is non-refundable and the following cancellation charges will apply:

- More than 90 days before your arrival; Your deposit
- 89 to 60 days before your arrival; 50% of the total rental
- 59 to 30 days before your arrival; 75% of the total rental
- 29 days or less before your arrival; 90% of the total rental
- On your arrival date or early departure; 100% of total rental.

In the event of a cancellation, an administration fee of 3% will be charged in all cases above and will be deducted from the monies refunded to you.

In addition, you will be responsible for any travel costs incurred by you in relation to the booking. We do not operate a cancellation insurance scheme and strongly recommend that you ensure your own appropriate cover.

27. Jersey Heritage may cancel your booking at any time before your arrival date. We would expect to do this only for essential building work or for some other reason unforeseen at the time of your booking.

28. In the unlikely event of this happening, all money received in relation to your booking by Jersey Heritage will be refunded. We will not have any liability beyond this and without limitation of the foregoing; Jersey Heritage will not be liable for travel costs incurred by you in relation to the booking.

29. We accept no liability for any works or activity of any sort occurring on any premises adjoining or neighbouring any one of our properties, nor shall we be responsible for making enquiries about the likelihood of, or providing any information to you about any such works or activity.

30. However, if it is perceived by Jersey Heritage that the property has been hired for what it considers inappropriate or unsafe use, the hire will be cancelled with the loss of hire fees as detailed in point 26.

CONTACT DETAILS AND ACCESS

31. You must provide us with a mobile telephone number that will be in use for the duration of your stay, as we may need to access the property for essential maintenance purposes and will need to notify you beforehand. In the unlikely event of this happening, there will be no need for you to wait in, we will attempt to give you as much notice as possible but should we be unable to contact you then access may still be necessary. The Jersey Heritage site supervisor will accompany the contractor on every occasion.

ACCESS

The Castle Ferry operates from March until October, subject to suitable conditions. The ferry crossing, where applicable, needs to be pre-booked in advance. Please visit <https://www.jerseyheritage.org/visit/places-to-visit/elizabeth-castle/> for exact opening dates.

32. The sea surrounds the Castle twice a day when the tide is high. During low tide periods you can walk to and from the Castle across the beach causeway (15-minute walk approximately). The Castle Ferry can provide transport to and from the Castle during opening times / dates 10am to 5.30pm (March – October) and with prior arrangement, there will be a vehicle to assist with luggage. The last ferry from the Kiosk to the Castle is at 5pm. The last ferry to leave the Castle for the day is at 5.30pm. Outside of these times, you may walk across the beach to the shore when the tide is low. If the tide is high when the Castle is closed, there is no transport available to and from the Castle. You must plan your comings and goings with the tide. During low-tide periods, the beach is usually dry (to walk across) two hours either side of low water depending on the size of the tide. Please speak to Jersey Heritage staff for advice. Occasionally weather conditions dictate that the ferries are unable to run, in these instances the Castle will be closed. Please seek advice from the Castle staff.

During the winter season (November – February), access to the Castle is on foot only. Jersey Heritage, with prior arrangement, can provide a vehicle with driver to help transport luggage and guests with mobility issues

We strongly advise that you check ferry/airport arrivals and departures before confirming your booking with Jersey Heritage.

33. From March to October, Elizabeth Castle is open to the public. During this period, you can access any area of the Castle that is open to the public between 10am and 5pm. From November to February, you may access the Castle grounds and by prior arrangement The Governor's House, Saint Helier's Hermitage and the upstairs seating area in the café. Access can be arranged in advance via the Site Gardien.