

HOLY ISLAND ACCOMMODATION, HOLY ISLAND

TERMS AND CONDITIONS

We hope you will be delighted with our stay with us. Like any service provider, we have to set out the terms that govern our agreement with you. If at any time you are unhappy with our service, please let us know and we will do our best to rectify things.

1. Arrivals and departures

1.1. Check-in

Rooms are usually available from 2.00pm on your day of arrival. The keys for your room are left in a key safe, all information will be sent in your confirmation email.

1.2 Check-out

Rooms must be vacated by 10.00am on your day of departure, regardless of tides (see below re: luggage facilities). This check-out time ensures we have enough time to turn around the rooms, to have them ready for the next guests. If you fail to check out on time, we reserve the right to charge a fee of £20 per hour, or any part thereof, until check out is complete.

1.3 Please speak to us if you have to leave luggage before check-in time and after check-out on the day of your arrival/departure. We will endeavour to hold your luggage until check-in/check-out time.

1.4 Luggage couriers – if your luggage is being delivered/picked up by a luggage courier company. The contract is between you and the luggage company. We have no responsibility for the delivery/uplift of your luggage.

2. Cancellations

2.1 General cancellation policy

2.1.1 With the exception of non-refundable rates and special offers, you may cancel your booking up to 56 days in advance and receive a full refund, exclusive of a £10 admin fee per room cancelled, which will be charged on cancellation and deducted from the amount refunded to you.

2.1.2 If the booking is cancelled fewer than 56 days before arrival (up to 15 days before arrival), then a charge equal to 50% of the stay will be retained, unless we are able to resell your room, in which case 2.1.5 and 2.1.6 below will apply. Refunds under this clause will also incur a £10 admin fee per room cancelled, which will be deducted from the funds returned to you.

2.1.3 If the booking is cancelled 14 days or less before arrival, then a charge equal to the full booking amount will be made/retained, unless we are able to resell your room, in which case 2.1.5 and 2.1.6 below will apply.

2.1.4 If you alter your booking i.e. Reduce the length of stay from 2 nights to 1 night, we reserve the right to cancel your booking without any refund unless we can resell the room as per 2.1.5 or 2.1.6. All refunds will still incur the £10 admin fee.

2.1.4.1 If you cancel your booking on or after the day of your booked arrival, or you do not show up on the day of your booked arrival ('no show'), or you shorten your stay on or after the day of your booked arrival, no refund will be offered under any circumstances for any part of your stay.

2.1.5 For cancellations that incur a charge in 2.1.2 and 2.1.3 above, we will refund your payment (less the admin fee noted in those clauses) if we are able to resell your room. If we resell only part of your booked period, you will be refunded pro-rata as per 2.1.6 below for the period we were able to resell. If we are unable to resell your room, the cancellation charges in 2.1.2 and 2.1.3 will apply in full. For the purpose of this clause, reselling the room means making it available for booking in accordance with our usual policies, and it being booked and paid for. For the removal of doubt, we do not undertake to market the unsold room on our website after 9pm of the day before your originally booked arrival. All refunds will still incur the £10 admin fee per room (charged only once per cancellation).

2.1.6 Prorated refunds upon resale will be calculated as follows:

2.1.6.1 For cancellations where 100% has been retained as per 2.1.3 above, you will receive the nightly rate you paid for each night booked by another customer for your cancelled dates and room. All refunds under this clause will be exclusive of the £10 admin fee per room, which will always be retained.

2.1.6.2 For cancellations where 50% has been retained as per 2.1.2, you will only receive a refund after payments for new bookings on your cancelled dates have exceeded the 50% you have already been refunded. We will then calculate your refund based on the proportion of the remaining 50% of the booking that has been paid to us, less the admin fee already paid. For example, if you booked three nights at £100 per night (total £300) and we refunded you 50% (£150, less the admin fee), upon a cancellation: if only one of your cancelled nights was booked by others you will not yet receive a refund. If two nights have been booked by others, you will receive an additional £50 refund (bringing your total refund to £200, less the admin fee). If all three nights have been booked, you will receive a £150 refund (bringing your total refund to £300, less the admin fee taken when you cancelled). For the removal of doubt, the admin fee for the cancellation will be retained by us in all circumstances.

2.1.7 A Day is defined as a calendar day or part thereof, and the count includes the day of cancellation and the day of your booked arrival.

2.1.8 Repayments can only be made to the original card or payment method used to make the original payment. All charges are made in British Pounds and refunded in British Pounds. We will not be responsible for any conversion charges or other charges or the result of a currency fluctuation between payment and cancellation.

2.2. Third party bookings

If you have made a booking on behalf of another person, and you did not provide us with the name and contact details of that person at least 56 days before their booked arrival, we may cancel your booking and charge you 50% of the full booking cost. If you have not provided contact details for the person staying by the date of seven days before their scheduled arrival, we may cancel your booking without providing a refund.

2.3 Cancellations due to illness, self-isolation, injury or personal circumstances.

We regret that we cannot refund your booking if you cannot stay with us due to illness, self-isolation, injury or personal circumstances and you cancel your stay after the free cancellation period. In such cases, the same terms will apply as with any other cancellation detailed in 2.1 above. If you are concerned about the possibility of such events, we recommend you take out travel insurance to cover your journey and stay, even if you are UK based.

2.4 Road and transport failures/impediments

We regret that we cannot refund your booking if you cannot stay with us due to your inability to travel to our location. This includes but is not limited to traffic or road blockages/unavailability due to any reason or the unavailability of public transport or air travel for any reason. For the removal of doubt, the above include but are not limited to industrial action, disturbances, transport failures, floods or weather events.

3. Provisions, terms of stay and occupancy

Our rooms provide the following occupancy, which you may not exceed:

3.1 Harbour Room - this room provides two single beds and en-suite bathroom for a maximum of two occupants, of which at least one must be an adult over 18 unless the child's/children's parent or guardian is staying in the Causeway room.

3.2 Causeway Room – this room provides one double bed and en-suite bathroom for a maximum of two occupants, of which at least one must be an adult over 18 unless the child's/children's parent or guardian is staying in the Harbour room.

3.3 Castle Room - this room provides one king-size bed and en-suite bathroom for a maximum two occupants, of which at least one must be an adult over 18.

3.4 Priory Room (Dog friendly) – this room provides one king-size bed and one single bed and en-suite bathroom for a maximum three occupants, of which at least one must be an adult over 18 unless the child's/children's parent or guardian is staying in the Castle room.

3.5 If it becomes apparent that you have exceeded the above occupancy without telling us, any extra person or child staying will be charged at a rate of £75 per night, which will be added to your bill and charged to the card we hold for you on file. In addition, we reserve the right to require that you leave, and no refund will be issued for any part of your booked stay period.

3.6 Maximum stay period

Bookings can only be made for a period of up to 21 (twenty-one) days unless agreed with us in advance. Bookings made online for longer than this period may be cancelled by us without notice for a full refund.

3.7 Dogs

The Priory room is our only designated dog friendly room (we do not allow any other types of pets in our rooms). The Priory room is the only room available to dogs. No other room will be available to dogs with the exception of guide dogs for the blind and assistance dogs trained and registered as such by an accredited organisation.

3.7.1 We must be notified about your dog at the time of booking the Priory room, failure to let us know will result in a £150 cleaning fee being added to your bill, and you may be asked to leave without a refund for any outstanding nights you have booked.

3.7.2 You are responsible for your dog throughout the duration of your stay. Your dog should never be left alone in the room during your stay with us. If any damage is caused by your dog during your stay, you will incur charges to replace/repair items or fittings, which you agree to pay to us within seven days of our providing you with the associated costs. You agree that we may also charge these costs to your payment card held on file. For the removal of doubt, these costs may include the replacement item/s and any fees to tradespeople engaged to fix the damage.

3.7.3 If it becomes apparent that you have brought a dog (or any other pet) into the Castle, Causeway or Harbour rooms a £150 cleaning fee will be added to your bill, and you may be asked to leave without a refund for any outstanding nights you have booked.

3.7.4 If we are unable to sell the room you stayed in, or we incur a cancellation due to damage that was caused by you, you also agree to pay an extra night's room charge at the room's standard rate to cover our lost revenue. If you yourself are unable to remain in the room because of the damage caused by you, no refund will be issued to you for the remaining period of your booking. This is in addition to your liability under clause 19 below for cases where the damage is malicious or extensive.

4. Breakfast not included

As we provide a microwave, coffee machine, kettle and a small fridge in our all our rooms, our service does not include breakfast, and this is also noted clearly on our website.

5. Parking and bicycle storage

5.1 Car parking

We have no private parking. On street parking is acceptable outside the property for the duration of your stay (at owner's own risk). Please be mindful and considerate of other nearby residents when parking. No parking permits are necessary.

5.2 Bicycle storage

We have no bicycle storage facility, but bikes can be left at the rear of the property. No bicycles are allowed within our guest rooms. Bicycles and/or property left behind our building are left at the owner's risk.

6. No Smoking or vaping

Smoking and vaping are not permitted anywhere in the building. If we deem that you have smoked or vaped in one of our rooms or communal areas or next to windows, a £150 cleaning fee will be added to your bill, and you may be asked to leave without a refund for any outstanding nights you have booked.

7. Your use of our free internet (Wi-Fi) service

Internet services are provided 'as is' without warranties. You agree that while using our Wi-Fi internet connection, you will not use it for any use which is illegal or unlawful. For the benefit of all our guests, we may limit bandwidth to specific devices or users if their excessive use is causing a slowdown or disruption to others. You are welcome to use our smart TVs (where available) to sign in to your own subscription of premium services such as Amazon Prime and Netflix, or for online services, using the TV's apps and browser. It is your responsibility to sign out of these services before departing, and we will not be held responsible for any content orders or purchases made by other guests if you have failed to do so. It is your responsibility to ensure no personal information is left stored on our smart TVs.

8. If your room is not available or habitable

We are very careful to ensure that we do not overbook and that our rooms are available for your enjoyment. In the unlikely event that a room is unavailable on arrival or not habitable, including due to our own injury, illness or unexpected personal circumstances, we will either:

- 8.1 Provide an alternative room if available, or
- 8.2 offer you alternative accommodation on Holy Island, if we can locate an available room for the same number of guests, which you accept and are willing to pay for and book directly with the provider, in which case, we will also refund you any payments you made to us for your stay, or
- 8.3 cancel your Booking and refund you any money you have paid for the room.

9. Loss of Services and failures beyond our control

As a rural location, Holy Island occasionally has power cuts and loss of connectivity. No refunds will be provided in the event of a loss of power, internet or other utilities. We will not be liable for any failure or delay in any circumstance beyond our reasonable control, including transport failures or unavailability, adverse weather or floods, tides, industrial action, supply of heating oil, electricity, internet or water. We will also not be liable for any failure of appliances, though we will do our utmost to provide a suitable replacement.

10. Island access and tide information

We will not be liable for your failure to access Holy Island due to any reason or for your inability to depart via the causeway. You acknowledge that it is your responsibility to check tide times on the Northumberland Council website and any adverse weather information.

11. Damage

We understand that accidents happen, and when we are informed of these, they are not usually a problem for minor items such as broken cups or glasses. Damages that have not been reported or are more than minor (over £15) will incur charges to replace items or fittings, which you agree to pay to us within seven days of our providing you with the associated costs. You agree that we may also charge these costs to your payment card held on file. For the removal of doubt, these costs may include the replacement item/s and any fees to tradespeople engaged to fix the damage. If we are unable to sell the room you stayed in, or we incur a cancellation due to damage that was caused by you, you also agree to pay an extra night's room charge at the room's standard rate to cover our lost revenue. If you yourself are unable to remain in the room because of the damage caused by you, no refund will be issued to you for the remaining period of your booking. This is in addition to your liability under clause 19 below for cases where the damage is malicious or extensive.

12. Loss of keys

If you lose our key, you agree to pay us a replacement fee of £15 to cover the key and key holder and ring. You agree that any key and key ring/key holder replacement fees may be charged to the card we hold for you on file.

13. Impact of changes to your booking

Changes made to the date or length of a booking or to the names of guests staying will vary our contract with you to the version of our Terms and Conditions applicable on the date the changes are made. In the event that we agree to waive cancellation fees for a booking which you asked us to change, the booking will become non-refundable.

14. Held bookings

Bookings which are held with an indeterminate date (for example, if you made a booking and later asked us to hold your booking until you decide on a new date) will be held for a period of one year, after which they will be cancelled, and no refunds will be issued.

15. Charging of Electric and Hybrid Vehicles (“EV”) not allowed

15.1 EV chargers are not suitable for use on our property and will create a fire hazard. Connection of EV chargers and cables to our power supply and sockets is strictly forbidden. 15.2 Guests charging their EV at Holy Island Accommodation, whether through the use of internal or external sockets may be asked to leave and no refund will be issued to them. They will also be solely liable for any damage or loss suffered by us as a result of their unauthorised charging.

16. The basis of our contract

16.1 In entering into this contract you have not relied on any representation or information from any source except the descriptions of the rooms and services given on our website, as qualified by these terms.

16.2 The contract between us comes into existence only when we receive your payment and in return you receive an email confirmation from us that the Room you want has been booked for you, unless subject to clause 17.3 below, or your booking in any way breaks these Terms and Conditions.

16.3 We may unilaterally cancel your booking if it was a result of Obviously Mistaken Pricing or a technical glitch in our sales system that caused a double-booking or if in a previous stay you have displayed anti-social or inappropriate behaviour, or we deem your booking to be made for inappropriate reasons or we consider that you have not made your booking in good faith or that there was difficulty or delay obtaining payment from you either for your previous stay with us or related overages, or for damages or caused by you during a previous stay. Obviously Mistaken Pricing will be defined as below 80% of our standard room prices for your particularly booked room. For the removal of doubt, we will never cancel your booking on grounds of religion, sexuality, race or any other protected characteristic. We may also cancel your booking if we close our business. In this case, we will inform you as soon as possible and refund you in full, without delay. If we decline to book a room or cancel your booking, we will refund any payment made by you and notify you without delay.

16.4 One or more notices in a room you have booked or around our Guesthouse may contain information or our requirements as to procedures and behaviour. By accepting this agreement, you are deemed to have accepted these notices as being incorporated into this contract.

16.5 If you book a Room in the name of a business or company, you confirm that you have full authority to do so and you accept personal liability for any breach of this contract by any person who comes onto our property. If you have booked a room on behalf of another person, you agree to be liable in full for any damages, cancellations and any other costs specified by this contract, as well as for all of the contract’s terms and warrant that you will provide us with the name and contact details of the lead guest staying with us. Failure to notify us of the name and contact details for the guest/s may lead to your booking being cancelled and charges applied as per 2.2 above.

16.6 To the extent permitted by law, these Terms and Conditions will take precedence over any other agreement between you and us or any notice provided by third parties, or any terms provided by our third-party booking provider.

17. Disclaimers and limitation of liability

17.1 To the extent permitted by law, all implied conditions, warranties and terms are excluded from this agreement. This does not affect any statutory rights you might have.

17.2 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us for your booking.

17.3 In all other circumstances, our total liability shall not exceed twice the daily rate charged for your Booking.

17.4 We shall not be liable to you for any loss or expense which is:

17.4.1 indirect or consequential loss; or

17.4.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it; or

17.4.3 Loss as a result of theft of guest belongings anywhere on our property, including but not limited to, our luggage storage area, our outside space or in guest rooms.

17.5 Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

18. Your indemnity

You agree to indemnify us against all loss, including economic loss, caused to our Guesthouse, its staff, contractors, clients and guests, arising from: –

- your breach of this agreement;

– damage to any Room, fixture, fitting or furniture by you or any person for whom you have made a booking, or who is in your party;

– your use of any candles or any devices that produce heat or a naked flame, or your use of heating or cooking devices not provided by us.

- any adverse effect you may have on any third-party customer or client of ours, or any actual or potential bookings by any such person.

19. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

20. Miscellaneous matters

20.1 Any obligation in this agreement intended to continue to have effect after termination or completion will continue as such.

20.2 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

20.3 Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or signed-for delivery, or by email. It shall be deemed to have been

delivered: – if delivered by hand or sent by email: on the day of delivery; – if sent by post to the correct address: within 72 hours of posting

20.4 In case of any discrepancy or contradiction, the version of these Terms and Conditions sent to you by email upon booking will be the superior and final version for the purpose of our agreement. If you were not sent Terms and Conditions upon booking, the version valid at the time of your booking will be superior. In any discrepancy between these Terms and Conditions and those of our third-party booking provider, our version will be superior.

20.5 This agreement does not give any right to any third party.

20.6 The validity, construction and performance of this agreement shall be governed by the laws of England and will be subject to the exclusive jurisdiction of the English courts. T&Cs version: 12 May 2025