

TERMS & CONDITIONS OF ISLE OF WIGHT COUNCIL TOURISM SERVICES

REGISTRATION - GENERAL

These terms and conditions together with the particulars set out below supersede any terms and conditions previously in use. In signing the registration agreement on the registration form you consent to these terms and conditions. "Service Provider" within these terms and conditions includes businesses that provide accommodation, attractions/activities, eating out, shopping, transport and other tourism business.

1.0 CHANGE OF OWNERSHIP

1.1 When ownership or control of an establishment changes, the existing Service Provider must advise Isle of Wight Council tourism services of the change of ownership and wherever possible give details of the new proprietor/controller.

1.2 In all cases, a change of ownership will result in the requirement for the new proprietor/controller to re-register with Isle of Wight Council tourism services and for accommodation providers to re-apply for annual quality assurance participation. Therefore, Isle of Wight Council tourism services reserves the right to remove all details of the Service Provider and its business from all mediums controlled by Isle of Wight Council tourism services immediately upon receiving notification of the change of ownership.

2.0 COMPLAINTS ABOUT ISLE OF WIGHT COUNCIL TOURISM SERVICES

Any complaints about Isle of Wight Council tourism services should be addressed to the Nominated Complaints Officer as stated in clause 5.0. You should include full factual information, which will help us to investigate your complaint.

3.0 COMPLAINTS SERVICE

If a complaint is received about a Service Provider, Isle of Wight Council will advise the visitor to contact the business concerned directly in order to seek a satisfactory solution for all parties concerned. If the visitor wishes to take the matter further the Isle of Wight Council will advise them to contact the relevant organisations in order for their complaint to be investigated. This may include the national quality assurance organisations (Quality in Tourism and the AA), their local trading standards office, trading standards consumer direct line or any other relevant Isle of Wight Council departments depending on the nature of the complaint.

If we receive a high number of complaints about one Service Provider, on some occasions we will work with the relevant organisations to resolve the matter. Please note this may result in the suspension or cancellation of the tourism services provided by the Isle of Wight Council to the relevant Service Provider concerned.

4.0 FORCE MAJEURE

Isle of Wight Council tourism services shall be under no liability if it shall be unable to carry out any provision of the registration/advertisement contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

5.0 ISLE OF WIGHT COUNCIL TOURISM SERVICES CONTACT DETAILS

County Hall, High Street, Newport, Isle of Wight, PO30 1UD.
Telephone 01983 813813 or email registration@islandbreaks.co.uk

6.0 LAW

These terms and conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England

7.0 LEGISLATION / HEALTH & SAFETY

Each Service Provider registered with Isle of Wight Council tourism services must at all times maintain all relevant licences / insurances and ensure they fulfil their responsibility under any relevant legislation. Should Isle of Wight Council tourism services become aware that any Service Provider has not complied with any part of this condition then all services provided by Isle of Wight Council

tourism services will be immediately suspended or cancelled (at Isle of Wight Council's tourism services discretion).

8.0 SERVICE STANDARDS

The Service Provider must provide their service in a manner which meets all industry standards of service detailed below:

- 8.1 Deal fairly and professionally with customers at all times
- 8.2 Display all customer information clearly and unambiguously
- 8.3 Maintain high standards of customer service, hygiene, cleanliness, safety and staff development (as appropriate) in order to ensure all customers receive a quality service.

Any Service Provider found operating their business in a manner which is detrimental to the promotion of positive tourism on the Isle of Wight, will have all services provided by Isle of Wight Council tourism services immediately suspended or cancelled (at Isle of Wight Council tourism services discretion).

9.0 QUALITY ASSURANCE FOR SERVICE PROVIDERS

In order to ensure a quality experience is provided to all our customers, Isle of Wight Council tourism services will only provide its services to those accommodation providers who participate in a Quality Assurance scheme offered by either Quality in Tourism (organisation that administers VisitBritain's schemes) or the AA. Participation means accommodation providers must have applied for, or obtained, an annual inspection. Responsibility for participation in a Quality Assurance scheme rests with the accommodation provider. At the discretion of Isle of Wight Council tourism services, failure to maintain participation or meet minimum standards will result in an email or letter being sent to the applicable provider asking them to re-apply for quality assurance within fourteen days. It is the responsibility of the accommodation provider to liaise with the quality assurance body directly to organise to re-apply for quality assurance. Failure to re-apply within this time-scale will result in the immediate suspension or cancellation of Isle of Wight Council tourism services.

Please note: Isle of Wight Council tourism services is not responsible for the administration of any quality assurance scheme.

REGISTRATION - GENERAL ADVERTISING

10.0 ACCEPTANCE OF ADVERTISEMENT

- 10.1 Isle of Wight Council tourism services further reserves the right to cancel any advertisement or service offered if:
 - 10.1.1 There should be any breach by the Service Provider of any term or condition hereunder;
 - 10.1.2 The financial viability of the Service Provider shall, in the opinion of Isle of Wight Council tourism services, become impaired or unsatisfactory; or
 - 10.1.3 If any payment due to Isle of Wight Council tourism services is overdue.

Acceptance of payment and processing of any advertisement by Isle of Wight Council tourism services does not constitute Acceptance of Advertisement/Entry. Isle of Wight Council tourism services reserves the right to refund any payment for advertisement/entry if it is found that the Service Provider has not complied with any conditions in force at that time.

- 10.2 Isle of Wight Council tourism services charges maybe subject to change in the future. Services that are currently free may incur a charge in the future.
- 10.3 Isle of Wight Council tourism services reserves the right to at any time to edit or alter the design, presentation, content and functionality of the website and advertiser pages/banners as necessary and without notice.
- 10.4 To register with Isle of Wight Council tourism services the Service Provider must ensure that they keep their business information up-to-date and the Isle of Wight Council tourism services is not liable if it is not. The Service Provider must give Isle of Wight Council tourism services accurate, representative information about facilities, and ancillaries as appropriate to the nature of the product available to Isle of Wight Council tourism services.

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The Service Provider shall indemnify the Isle of Wight Council in full in relation to any losses, claims, actions arising directly or indirectly from deliberate or accidental failure by the Service Provider to provide current and accurate information, which results in financial cost or loss of any type to Isle of Wight Council.

- 10.5 For Isle of Wight Council tourism services website and banner advertisement terms & conditions please see www.islandbreaks.co.uk

REGISTRATION – USE OF INFORMATION

11.0 USE OF YOUR BUSINESS INFORMATION

11.1 The information provided by the Service Provider is used by the Tourism Promoters, who consist of Isle of Wight Council, Tourism South East, VisitEngland (nationally), VisitBritain (nationally and internationally) and Quality in Tourism (organisation that administers the VisitEngland scheme).

11.2 Tourism Promoters will use the information for publications and websites. It will also be used by the Call centre at the Isle of Wight Council for helping with enquiries. In addition, Tourism Promoters may also use this data for marketing activities, promotion and sale of marketing opportunities and services, market research, statistical analysis, tracking and recording of participation in activities, responding to tourist enquiries from travel trade, press, publishers, local authorities, regulatory and government bodies.

11.3 The Service Provider must ensure that the information provided is accurate, true and described fairly. The Service Provider must ensure that this information provided does not constitute an infringement of any copyright, patent, registered design, trademark, name or any other intellectual property right. The Service Provider must also ensure that the publishing of this information will also not constitute an offence under The Consumer Protection from Unfair Trading Regulations 2008 or such other laws as may from time to time be in force.

11.4 The Tourism Promoters cannot guarantee that the information supplied will be published or promoted. If the information supplied is published the Tourism Promoters will make every reasonable effort to ensure accuracy but will not accept liability of any kind arising from or in connection with the use or publication of the information including as a result of any error or omission, either by themselves or third parties.

11.5 In signing the registration agreement you are agreeing to indemnify the Tourism Promoters against any liability, loss, damage, costs and expenses which they may suffer as a result of a third party's claim that the Tourism Promoter's use of any information provided by the Service Provider constitutes an infringement of that third party's intellectual property rights.

11.6 There are occasions when Isle of Wight Council tourism services is asked by internal and external organisations to forward Service Providers details that are currently in the public domain.

REGISTRATION – REFERRAL SERVICE (ACCOMMODATION PROVIDERS ONLY)

Isle of Wight Council tourism services offer registered accommodation providers a referral service via their call centre. This service refers suitable accommodation contact numbers, email addresses or full establishment details directly to visitors on completion of an accommodation search on the DMS. The referral service is currently free of charge.

12.0 GENERAL INFORMATION

The Service Provider must give Isle of Wight Council tourism services accurate, representative information about facilities, accommodation and ancillaries as appropriate to the nature of the accommodation available to Isle of Wight Council tourism services customers when requested. The Service Provider shall indemnify

the Isle of Wight Council in full in relation to any losses, claims, actions arising directly or indirectly from deliberate or accidental failure by the Service Provider to provide current and accurate information, which results in financial cost or loss of any type to Isle of Wight Council.

12.1 Please note accommodation providers not participating in the booking services will not appear when an availability search is conducted on the website, however it is still advisable to update availability and pricing for Call centre use.

13.0 DISTRIBUTION OF REFERRALS

Isle of Wight Council tourism services will seek to fairly distribute referrals between registered establishments as far as current data and facilities permit.

BOOKING AGREEMENT (ACCOMMODATION PROVIDERS ONLY)

Isle of Wight Council tourism services operate an accommodation booking service. This service operates on-line via the Isle of Wight Council tourism services website www.islandbreaks.co.uk and the Call centre. Accommodation bookings can also be made via the Call centre from Mainland Tourist Information Centres under the national 'Book-a-Bed-Ahead' service ("BABA"). The booking service uses the Isle of Wight Council Tourism Services Destination Management System (DMS) to source data and is only available to providers of accommodation on the Isle of Wight, registered with Isle of Wight Council tourism services. Booking service charges are 10% of the full cost of stay. Isle of Wight Council tourism services offer the booking service on behalf of the Service Providers therefore any contract for the booking is directly between the accommodation provider and the customer.

14.0 GENERAL

These terms and conditions together with the particulars set out below supersede any terms and conditions previously in use. In signing the booking agreement you consent to these terms and conditions.

14.1 **Availability & Pricing** – It is the accommodation providers own responsibility to directly update the DMS with the availability and pricing. Isle of Wight Council tourism services DMS and website accommodation search results will rank available accommodation according to the last availability update received. Therefore it is in the accommodation provider's best interest to keep the system regularly updated. For participation in the online booking service, updating of availability must take place every 72 hours or as and when availability information changes. Accommodation providers that do not update their availability and pricing but do participate in the booking services will not appear on the website when an availability search is undertaken and will appear as 'unknown' within the Call centre search results list. Accommodation providers will be allocated an individual user ID and password login to the DMS together with instructions on how to update.

Please note: Ranking order on the website will depend on the booking services that the accommodation provider participates in.

14.2 **Change of Ownership** - When ownership or control of an establishment changes, the existing accommodation provider must:

14.2.1 Advise Isle of Wight Council tourism services of the change of ownership and wherever possible give details of the new proprietor/controller.

14.2.2 Take all reasonable steps to ensure the bookings previously made are honoured by the subsequent proprietor/controller of the establishment. If cancellations are made by the subsequent proprietor/controller, no refund will be made by Isle of Wight Council tourism services. The onus is upon the Service Provider to provide alternative accommodation to the customer that is similar in standard to the accommodation on the Isle of Wight. The customer is under no obligation to accept any alternative accommodation. If the accommodation provider is only able to obtain alternative accommodation of a

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- higher standard or tariff and this is accepted by the customer, the accommodation provider will be responsible for refunding to the customer the difference in the charges incurred for the alternative accommodation.
- Please note:** In all cases, a change of ownership will result in the requirement for the new proprietor/controller to re-register with Isle of Wight Council tourism services and re-apply for annual quality assurance participation. Therefore, Isle of Wight Council tourism services reserves the right to remove all details of the accommodation provider and its establishment from all mediums controlled by Isle of Wight Council tourism services immediately upon receiving notification of the change of ownership.
- 14.3 **Customer Terms & Conditions of Booking** – Please see the customer's booking conditions from clause 18.0 detailing the terms and conditions for customers using Isle of Wight Council tourism services booking services. Accommodation providers are advised to familiarise themselves with these terms and conditions.
- 14.4 **Distribution of bookings** – Isle of Wight Council tourism services will seek to fairly distribute accommodation booking opportunities between registered establishments as far as current data and facilities permit. If accommodation providers are participating in the booking services it is vitally important that the availability and pricing is updated on the DMS on a regular basis. This will ensure when an availability search is undertaken, the provider will be displayed prominently in the list of search results in the applicable ranking order.
- 14.5 **General Provider Obligations** – Accommodation providers participating in the 'Guaranteed' Booking Service, are, by the nature of the service forming a contract directly with the customer and must therefore accept bookings if their rooms/units have been allocated to customers through the Isle of Wight Council tourism services for the www.islandbreaks.co.uk website or the call centre. For the promotion of indicative 'confirmed' room/unit availability, either online or via the call centre accommodation providers are under no obligation to accept booking opportunities offered through these channels, however Service Provider refusal reasons and the frequency of declined bookings will be recorded to monitor performance of the booking service and to ascertain if termination of booking agreement is appropriate as stated in clause 14.8.
- 14.5.1 The Service Provider must give Isle of Wight Council tourism services accurate, representative information about facilities, accommodation and ancillaries as appropriate to the nature of the accommodation available to Isle of Wight Council tourism services customers when requested. The Service Provider shall indemnify the Isle of Wight Council in full in relation to any losses, claims, actions arising directly or indirectly from deliberate or accidental failure by the Service Provider to provide current and accurate information, which results in financial cost or loss of any type to Isle of Wight Council.
- 14.5.2 For those accommodation providers participating in the online booking service, they must purchase a full web page on www.islandbreaks.co.uk to ensure maximisation booking potential.
- 14.5.3 Those accommodation providers participating in online booking services must ensure that their own websites provide comprehensive information relating to:
- 14.5.3.1 Cancellation and travel insurance available
- 14.5.3.2 Terms and conditions of booking
- 14.5.4 Those accommodation providers participating in online booking services must ensure that their business email address is always valid and any changes must be communicated to Isle of Wight Council tourism services as a matter of urgency or updated online by the accommodation providers themselves using the DMS.
- 14.6 **Participation in Booking Services** – Isle of Wight Council tourism services will communicate minor changes in the nature and scope of the booking service to the Service Provider in writing via email or post, but the agreement will remain valid unless:
- 14.6.1 The accommodation provider no longer participates in the Quality Assurance scheme.
- 14.6.2 A fundamental change in the nature and scope of the service arises, in which case the accommodation provider will be invited to sign a revised agreement or advised otherwise.
- 14.7 **Pricing Information** - The accommodation provider agrees to charge the customer no more than the standard published tariff and prices submitted to Isle of Wight Council tourism services. VAT must be included where applicable. All calculations assume current VAT rate as appropriate at the date of confirmation of the booking. Pricing data must be updated via Isle of Wight Council tourism services online DMS. Isle of Wight Council tourism services cannot accept any responsibility due to any circumstances as outlined in clause 14.7.1.
- 14.7.1 If due to extreme circumstances the availability and pricing is updated on the DMS by the Tourism Promoters on behalf of the accommodation provider the Tourism Promoters will make every reasonable effort to ensure accuracy but will not accept liability of any kind arising from or in connection with the use or publication of the information including as a result of any error or omission, either by themselves or third parties and the Isle of Wight Council tourism services will not accept liability if updates are completed online by the Provider themselves.
- 14.8 **Termination of Agreement** – Isle of Wight Council tourism services reserves the right to terminate the booking agreement immediately on non-compliance of registration criteria or as a result of booking refusal monitoring (please see clause 14.5).
- 14.8.1 The accommodation provider may terminate the booking agreement at any time by writing to Isle of Wight Council, Tourism Services, County Hall, High Street, Newport, Isle of Wight, PO30 1UD or at registration@islandbreaks.co.uk You will be bound by these conditions in respect of any bookings already accepted from Isle of Wight Council tourism services prior to the termination of this agreement.

BOOKING AGREEMENT – BOOKING PROCEDURES

For online and Call centre bookings, the following terms and conditions will apply:

15.0 GENERAL

- 15.1 **Additional Deposits** – Those accommodation providers seeking further deposits from customers are advised to make contact directly and introduce their terms and conditions of payment to the customer immediately after receiving the booking confirmation form.
- 15.2 **Arrival Time** - If the customer fails to take up the accommodation by the agreed arrival time or without prior arrangement with the accommodation provider, then the booking may be cancelled and the accommodation re-let.
- 15.3 **Cancellation of Bookings** – Those accommodation providers participating in the online booking service are required to advise Isle of Wight Council tourism services of any cancellation (made either by the customer or the Service Provider) to ensure booking data is removed from the DMS and monitored accordingly.
- 15.4 **Cancellation of Booking by the Accommodation Provider** - Once a booking has been accepted by the accommodation provider a legal contract has been formed with the customer and, under normal circumstances, the accommodation provider may not withdraw the accommodation.

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In the event of extreme circumstances, which make the accommodation unavailable, the accommodation provider must notify the customer immediately by email or telephone and confirm the cancellation in writing. The onus is upon the Service Provider to provide alternative accommodation to the customer that is similar in standard to the accommodation on the Isle of Wight.

The customer is under no obligation to accept any alternative accommodation. If the accommodation provider is only able to obtain alternative accommodation of a higher standard or tariff and this is accepted by the customer, the accommodation provider will be responsible for refunding to the customer the difference in the charges incurred for the alternative accommodation.

If the accommodation provider is unable to satisfy the customer's requirements, the accommodation provider must refund to the customer all monies paid for the accommodation. This includes the Isle of Wight Council tourism services deposit (commission) charge, which Isle of Wight Council tourism services is entitled to retain from the provider. The customer may also be entitled to claim compensation from the accommodation provider for any cancellation by the accommodation provider. The accommodation provider must maintain adequate insurance to cover for any claim for compensation in accordance with this clause.

15.5 **Cancellation of Booking by the Customer** – Isle of Wight Council tourism services will make the customer aware that each accommodation provider will have a cancellation charge(s). It is the accommodation provider's responsibility to make the customer aware of these charges. If notified, Isle of Wight Council tourism services will assist, where possible, to help re-let cancellations.

15.6 **Complaints about the Provider** - Customers contacting Isle of Wight Council tourism services on arrival at the establishment expressing dissatisfaction with their accommodation, are encouraged by Isle of Wight Council tourism services to discuss issues with the accommodation provider to enable appropriate steps to be taken to resolve matters. If the issues cannot be resolved, customers will be referred to the Isle of Wight Council tourism services complaints process whereby they will be asked to send their complaint to the appropriate organisation that will investigate and take action as appropriate.

15.7 **Confirmation of Booking** - A confirmation booking form will be sent to the Service Provider by email (the forms will be posted if an email is not provided). All confirmations for online bookings will be via email. The Service Provider should immediately check the details and contact Isle of Wight Council tourism services on 01983 813813 within 48 hours should any errors or omissions be discovered within the booking form. An agreed price will be stated on this booking form together with an arrival time for bookings undertaken by the Call centre. For on-line booking it is the accommodation provider's responsibility to organise a relevant arrival time with the customer, if applicable.

15.8 **Isle of Wight Council Tourism Services Charges** – Isle of Wight Council tourism services will collect 10% of the full payment for the accommodation booking from the customer as a non-refundable deposit (commission). This amount is to be held by the Isle of Wight Council tourism services as payment for the booking service. The accommodation provider will be responsible for the collection of any balance payments/deposits required. If these payments have not been paid by the customer by the agreed date the booking will be deemed cancelled and the accommodation provider may invoke the provisions of clause 15.5.

16.0 SPECIFIC PROCEDURES FOR CALL CENTRE BOOKING SERVICE

16.1 The call centre will match accommodation to customers' requirements as closely as possible. If the accommodation provider's establishment is a close match, the call centre will undertake one of the following services depending on whether the accommodation providers have chosen Guaranteed Booking or Indicative (confirmed) Booking within the availability section on the DMS. Please note that priority will be given to providers participating in the guaranteed booking service.

16.1.1 **Guaranteed Booking** – this service enables the call centre to complete the booking without contacting the accommodation provider. The booking confirmation form is emailed to the provider (or post if an email is not available) as way of confirmation that the booking has been completed. It is the provider's responsibility to organise a relevant arrival time with the customer, if applicable.

16.1.2 **Indicative (Confirmed) Booking** – this service ensures that the call centre contacts the provider by telephone or email to check availability and room/unit pricing. If the accommodation provider wishes to accept the booking the call centre will ask them to accept the booking on a provisional basis. The accommodation provider will agree not to let the accommodation until the call centre has confirmed the details are acceptable with the customer.

16.2 **Confirmation of Booking** - As far as possible the call centre will confirm the booking with the accommodation provider within 48 hours of the accommodation provider's agreement of the provisional reservation. In the event of the customer not wishing to proceed with the booking, the accommodation provider will be notified within 48 hours of the initial provisional agreement of reservation in order to enable the accommodation provider to release the provisionally booked accommodation. Any accommodation which has been provisionally booked by the call centre should not be released until the accommodation provider has checked with the call centre.

16.3 Enquiries made by accommodation providers through the 'submit a booking enquiry' method on the website will not be responded to by the call centre. Accommodation providers wishing to query this method should contact Isle of Wight Council tourism services in the first instance.

17.0 SPECIFIC PROCEDURES FOR ONLINE BOOKING SERVICE

17.1 Isle of Wight Council tourism services operates two types of online booking service to accommodation providers:

17.1.1 **Guaranteed Booking (Book Online)** – this service enables accommodation providers to allocate one or more rooms/units directly on to the DMS and website. Allocated rooms/units signify 'guaranteed availability and pricing' and will enable customers to book directly online. Accommodation providers allocating guaranteed availability will appear highest in the ranking order on the website.

17.1.2 **Indicative Booking (Confirm Availability)** – this service recognises that availability and/or pricing of room/units must be confirmed directly with the accommodation providers before an online booking can take place. This confirmation takes the form of an email exchange between customer and Service Provider, whereby the accommodation provider has the opportunity to 'Accept' or 'Decline' a booking within 24hrs of initial notification. The customer then has a further 24hrs to finally 'Accept' or 'Decline' the booking.

17.2 **Additional Deposits** – Those accommodation providers seeking further deposits from customers are advised to make contact directly and introduce their terms and conditions of payment to the customer immediately after receiving the booking confirmation form. Please note that customers must agree to the customer's booking conditions of these terms and conditions in order to complete an online booking and are therefore bound by

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the accommodation provider's terms and conditions of booking also.

- 17.3 **Online Pricing** – any adjustments to the booking total and the balance payable by a customer in respect of ferry arrangements, special offers or child pricing must be arranged and communicated by the accommodation provider directly with the customer. At this point in time, such pricing structures are unavailable to online booking customers.

CUSTOMERS' BOOKING TERMS & CONDITIONS - CALL CENTRE BOOKING SERVICE

The following terms and conditions together with any accommodation providers terms and conditions form the basis for the provision of your holiday accommodation. You, the customer must read all these carefully along with your booking confirmation documents. These terms and conditions apply to all bookings whether made in writing, verbally or online.

- 17.4 Accommodation has been booked for you by Isle of Wight Council on behalf of the accommodation provider and therefore, any contract for the booking is directly between you and the accommodation provider.
- 17.5 The accommodation has been booked based upon information supplied by you. Whilst every effort has been made by Isle of Wight Council to find suitable accommodation, it cannot be held responsible nor accept liability for complaints or claims of any nature arising from this booking, nor for any loss or damage which may be suffered by you or other members of your party, during or as a result of your stay at the accommodation establishment. Isle of Wight Council would recommend that if you have any special requirements you make contact with the accommodation establishment to ensure that all your requirements can and have been met.
- 17.6 The deposit made at the time of booking (10% of the total cost) will be deducted from your account by the accommodation provider on the production of this booking form. The deposit is not refundable for any reason whatsoever.
- 17.7 **Arrival Time** – If you fail to take up the accommodation by the time stated without prior arrangement with the accommodation provider the booking will be cancelled and the room re-let. A cancellation fee may apply.
- 17.8 **Cancellations** – Should it be necessary to cancel your booking, you maybe liable for a cancellation fee payable to the accommodation provider unless the accommodation is re-let. The cancellation fee liable will be as per the accommodation providers terms and conditions.
- 17.9 **Insurance** – Customers are advised to take out holiday insurance.

CUSTOMERS' BOOKING TERMS & CONDITIONS – ON-LINE BOOKING SERVICE

The following terms and conditions together with any accommodation providers terms and conditions form the basis for the provision of your holiday accommodation. You, the customer must read all these carefully along with your booking confirmation documents. These terms and conditions apply to all bookings whether made in writing, verbally or online.

18.0 GENERAL

- 18.1 The accommodation detailed on the booking form has been booked for you by Isle of Wight Council tourism services on behalf of the accommodation provider, and therefore, any contract for the booking is directly between you and the accommodation provider.
- 18.2 Please check that all the details on the booking form relating to your accommodation are correct and any errors and/or omissions are reported to the accommodation provider immediately.

- 18.3 Descriptions of establishments that are held on Isle of Wight Council tourism services Destination Management System and website are deemed correct at the time of publication. Isle of Wight Council tourism services will not be liable for any changes that may occur in establishment ownership, facilities available etc.
- 18.4 If your booking depends on the provision of specific facilities (particularly those relating to access, mobility, dogs and dietary needs), this must be made clear at the time of booking. Accommodation providers cannot be held liable for the non-provision of services or facilities that are not outlined in their general descriptions or specifically requested by you at the time of booking.
- 18.5 Whilst Isle of Wight Council tourism services makes every effort to find suitable accommodation, based upon information supplied by you, it cannot be held responsible for, nor accept any liability for complaints or claims of any nature arising from this booking. Nor for any loss or damage which may be suffered by you or other members of your party, during or as a result of a stay at the accommodation booked.
- 18.6 To the best of Isle of Wight Council tourism services knowledge, all prices quoted are inclusive of VAT and service.
- 18.7 For all bookings, the definition of a 'child' is a person under the age of sixteen. Child pricing may apply to persons under sixteen, full details of pricing structures will be available directly from your accommodation provider.

19.0 ARRIVAL TIME

- 19.1 Customers are required to arrive at the accommodation establishment by the time detailed on the booking form or as agreed verbally with the accommodation provider. If you fail to take up the accommodation by the time stated, without prior arrangement with the Service Provider, the booking may be cancelled and the room/unit re-let. Cancellation charges/fees maybe enforced.
- 19.2 You must advise the accommodation provider if your arrival is delayed, as failure to do so may also result in the accommodation being re-let and your deposit (commission), plus any further payments made directly to the accommodation provider may be forfeited under the booking cancellation clause 20.0. Contact numbers are displayed on the booking form.

20.0 BOOKING CANCELLATION

- 20.1 If you wish to cancel your booking, you must notify the accommodation provider by email or telephone as soon as possible regarding the cancellation of your stay. Accommodation providers will determine their own cancellation fees or charges, which you will be liable for. Customers are strongly advised to check this information directly with the accommodation provider on booking.
- 20.2 If the accommodation provider is forced to cancel the booking for reasons outside of its control, the Service Provider will:
- 20.2.1 Notify you immediately by email or telephone.
 - 20.2.2 Confirm the cancellation in writing to you.
 - 20.2.3 Attempt to obtain a similar standard of accommodation through establishments registered with Isle of Wight Council tourism services. If the accommodation provider is only able to obtain alternative accommodation of a higher standard or tariff and is accepted by you, the accommodation provider will be responsible for the difference in the charges incurred. You are under no obligation to accept alternative accommodation. If the accommodation provider is unable to satisfy your requirement, you will be entitled to a full refund of payment, including the 10% deposit (commission) taken by Isle of Wight Council tourism services. You may be entitled to claim compensation from the accommodation provider. For further information or advice on this matter you will need to contact Trading Standards.