

Booking Conditions

BOOKING CONDITIONS

Properties are strictly non-smoking and do not accept pets unless otherwise indicated.

1 DEFINITIONS

In these Conditions:

1.1 'the Agency' means Coast & Country Cottages of Hannaford's Landing, ^[1]Island Street, Salcombe, Devon, TQ8 8FE and 1 The Sail Loft, Mayors Avenue, Dartmouth, Devon TQ6 9NG;

1.2 'the Owner' means the owner of the Property;

1.3 'the Property' means the Owner's property as described in the Brochure.

1.4 'you' means the person booking a holiday in accordance with these Conditions;

1.5 'the Commencement Date' means the date of the commencement of the Holiday Period as confirmed by the Agency;

1.6 'the Departure Date' means the date of the end of the Holiday Period as confirmed by the Agency;

1.8 'the Deposit' means one-third of the Holiday Rental;

1.9 'the Holiday Period' means the period from 3.00pm on the Commencement Date until 10.00am on the Departure Date unless otherwise stated on the website or travel directions or agreed by the Agency;

1.10 'the 'Holiday Rental' means the total rental due and payable for the Holiday Period, and exclusive of security deposit and other extras;

1.11 'notice in writing' means notice by post or by email to the Address given to confirm the booking. A notice given in accordance with these Conditions is deemed to be both given and received: if it is posted:

on the 2nd (or, when sent by airmail, 5th) business day after the date of posting; if

transmitted by email: on the date and at the time shown on the delivery receipt retained by the Sender.

2 THE PARTIES

The Agency act as Booking Agency for the Owners of the Properties shown in the brochure. As soon as you book a Property through the Agency you enter into a contract with the Owner of that Property subject to these Conditions (which also explain and regulate the Agency's role). The Agency are not Principals.

3 NATURE OF THE AGREEMENT

A licence under these Conditions is granted by the Owner to you for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to an assured short hold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Holiday Period ends.

4 USE

The licence under these Conditions is personal to you. You must not use the Property except for the purpose of a holiday during the Holiday Period, and not for a longer period. If you or any members of your party fails to vacate after the Holiday Period, the Owner shall be entitled, apart from other remedies to charge you a fee proportionate to the Holiday Rental for the continued period of occupation.

5 DISABILITIES & ALLERGIES

5.1 The Agency recognise their responsibility under the Disability Discrimination Act 1995 not to discriminate against disabled people in any way and to encourage owners to take reasonable steps to improve accessibility to Properties offered for holidays.

5.2 Access Statements are available for some of the properties in the brochure with detailed accessibility information. Many of the Properties in the brochure, particularly older cottages, and/or the location/topography may be unsuitable for people with mobility difficulties and the Agency try to make this clear in the property description. It is your responsibility to inform us in writing or by email the nature of a disability of any member of your party prior to booking. If the Agency considers that a Property may be unsuitable for a disabled person, they will advise you before the booking is confirmed.

5.3 Subject to the accommodation being suitable, registered assistance dogs will be accepted free of charge in Properties where dogs are allowed.

5.4 Allergies: if you suffer from an allergy of any description you must inform the Agency when booking your holiday. Neither the Owner nor the Agency can guarantee that the Property booked by you will be free from any substance which may cause an allergic reaction. In particular you must be aware that even though a property does not accept pets it cannot be guaranteed that the property has not had animals (including a dog or cat) there in the past. Neither the Owner nor the Agency will be liable for any symptoms you or any member of your party may suffer as a result of an allergic reaction.

6 PETS

6.1 No animal, bird or reptile is permitted in the Property except where the Property description allows you to have a dog or cat at the Property, and under no circumstances should the number of such pets be exceeded.

6.2 A non-refundable fee of £25.00 per dog is payable in respect of each week or part week of occupation.

6.3 No pet is allowed on furniture or in a bedroom (and the Owner reserves the right to introduce additional local restrictions at their Property)

6.4 Pets must not be left alone at the Property at any time.

6.5 You are responsible for removing as much pet hair as possible from the Property on the Departure Date. Additional cleaning charges required to remove excess pet hair will be charged to you.

6.6 You must be aware that even though a Property does not accept pets, it cannot be guaranteed that the Property has not had animals there in the past.

7 RIGHT TO OCCUPY, PARTY SIZE & LATE ARRIVAL

7.1 The Owner permits you and your party (but no more than the number of people stated in the Brochure) to occupy the Property for the Holiday Period for the Holiday Rental, payment of which is required in advance, together with use of the furnishings,

kitchen equipment, crockery, glasses, etc. Bed linen and towels are supplied in many Properties, but you are advised to check the Property details when booking.

7.2 As the person completing/confirming the booking you must certify that you are over 18 years of age and that at least one member of your party is over the age of 21 years. You must be a member of the occupying party and authorised to agree to the Booking Conditions on behalf of all party members. You must also agree to take responsibility for all members of the party including any payment default or change in personal circumstances. All party members names and ages must be declared at the time of booking and given to the Agency at the initial deposit payment stage.

7.3 Changes to the party 'make up' may incur additional charges.

7.4 Subsequent changes made to a booking will incur a fee of £20.

7.5 The Agency reserves the right to decline a booking from a single sex party. The use of a Property for the purposes of a hen/stag party is not permitted unless otherwise agreed by the Owner or Agency.

7.6 The properties are available for occupation no earlier than 3.00pm on the day of arrival and must be vacated by 10.00am at the latest on the day of departure unless otherwise stated in the property description or agreed by the Agency beforehand.

7.7 If you expect to arrive outside office hours, the Agency will make every effort to ensure that keys are available if notice of late arrival is provided. No liability is accepted if you cannot gain access to your property outside of normal office hours. The Agency strongly suggests that you arrive during office hours wherever possible or notify us of late arrival with sufficient notice.

8 BOOKING AND PAYMENT

8.1 A booking is only accepted by the Agency if all the required booking details are supplied via their website or by telephone.

8.2 All bookings must be accompanied by the Deposit and fees for extras (where applicable), or, if the booking is made later than 42 days before the Commencement Date, the total Holiday Rental together with the Booking fee and fees for extras (where

applicable). Once a payment (deposit or full) has been made on the booking, a binding agreement is created with the Owner and you are liable for the total Holiday Rental, which must be paid at least 42 days before the Commencement Date without further demand (if the total fees have not already been paid). After payment has been received we will send you confirmation of the booking by email or post, but please note that non-receipt of this confirmation, for whatever reason, has no bearing on the agreement or liabilities above.

8.3 The Agency may decide to offer and advertise a reduction in the Holiday Rental at selected properties for reduced occupancy. The reduced rate is based on a smaller number of persons using fewer bedrooms (eg. one couple only using one bedroom in a 2-bedroomed property) unless otherwise stated in the property description. Tenants must check for any relevant discounts prior to booking – discounts cannot be offered retrospectively after notice in writing has been given.

8.4 All Holiday Rentals shown within this brochure, on the Agency's website and/ or on affiliate partner or owners' websites are per week unless otherwise stated. ^[L]_[SEP]The Agency reserves the right to adjust or amend any incorrectly published prices and/or by discretion if/when improvements are made to a property during the advertised period. In addition the Agency also reserves the right to make adjustments if/when changes are made to VAT rates.

8.5 When and where offered, Short Breaks constitute a minimum of three consecutive nights.

8.6 There is no charge for payments made by Credit Cards, Debit Cards, Maestro or cheques (cheques will not be accepted later than six weeks before your holiday commencement date).

9 PROPERTY DESCRIPTION

The Agency work closely with the Owners to ensure that all Properties within the Brochure are fairly and accurately described. Occasionally an Owner will make changes to the set up of their Property after publication of the Agency brochure for which the Agency cannot be held responsible. These changes are immediately noted on the relevant property page on the Agency's website and if the Agency believe they will have

an effect on your holiday, every effort will be made to pass on any relevant information to you. All changes and amendments to property descriptions are available on separate sheet which is available from the Agency on request. Should any further information be required on a particular Property, please call the relevant office and the Agency will endeavour to find out all they can for you.

10 YOUR OBLIGATIONS

10.1 You must:

10.1.1 allow the Owner or the Agency by its authorised representatives to enter the Property to inspect the state of it and to carry out necessary works of maintenance or repair, at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to you as reasonably practicable and making good any damage caused to the Property;

10.1.2 keep the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and ^[]_[SEP] in good condition and be responsible for repairing any damage caused by ^[]_[SEP] you during the Holiday Period. You are required to leave the property, including equipment, in a clean and tidy condition after your stay. If a property is left in an unreasonable condition additional cleaning charges may be applicable;

10.1.3 not cause any damage to the walls, doors or windows of the Property;

10.1.4 not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises;

10.1.5 not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium; and,

10.1.6 comply with any rules or regulations applicable to the Property booked, full details of which will be made available to you and any other regulations reasonably made from time to time after prior consultation with you and notified to you from time to time during the Holiday Period and ensure that they are observed by all members of your family or party.

10.1.7 be responsible for placing any rubbish from your stay in the correct bags and location for collection as per the individual property's waste collection instructions. The agency reserves the right to pass on any charges resulting from the incorrect disposal of rubbish.

10.2 The Owner reserves the right to repossess the Property if excessive damage has been caused by you or a member of your party.

11 ACCIDENTAL DAMAGE WAIVER SCHEME AND SECURITY DEPOSITS

All bookings are accepted subject to payment of a non-refundable Accidental Damage Waiver (ADW) (or a refundable Security Deposit) to cover the cost of minor damage and/or breakages in/at/to the property during your holiday up to the advertised Security Deposit value. This charge means that you will be exempt from having to pay for any minor accidental damage and/or breakages in/at/to the property up to this value. The ADW (or refundable Security Deposit) is payable to us with your final balance in addition to payment of the holiday rental.

Security Deposits are refunded within 14 days of departure subject to deductions necessary by reason of your or any member of your party's breach of your obligations in clause 10 (above). If the accidental damage or breakages in/at/to a property exceed the advertised Security Deposit value, you will be liable for any additional costs of repair.

12 HOLIDAY CANCELLATION REFUND SCHEME

The advertised holiday rental includes complimentary entry into the Holiday Cancellation Refund Scheme. As soon^[L]_[SEP] as a holiday booking is confirmed (by^[L]_[SEP] way of a full or deposit payment) you are automatically entered into the scheme and entitled to a full refund of your rental – subject to the non-qualifying exclusions and an administration fee (£90.00) – should you or one of your party be unable to take the holiday (full details can be found at the end of the Booking Conditions).

13 COMPLAINTS

13.1 If you have a complaint in respect of a Property you must report it to the Agency within 24 hours of arrival to ensure sufficient time is allowed to investigate and/or take

the necessary remedial action. No compensation will be offered if you deny the Agency or Owner the opportunity to rectify matters during the Holiday Period.

13.2 The Agency will act on a goodwill^[SEP] basis as arbitrators between you and the Owners to resolve any dispute satisfactorily but cannot be held liable if one or both parties are dissatisfied with the outcome.

13.3 Neither the Owner nor the Agency accepts responsibility for work taking place outside the boundary of a Property, nor for noise or nuisance resulting from third party activity over which the Owner or the Agency has no control. The Agency strongly recommends that anyone with such concerns avoid town/village centre Properties, as noise disturbance is more likely in such locations.

14 PROPERTY UNAVAILABLE BEFORE HOLIDAY PERIOD

If a Property becomes unavailable, for reasons beyond the control of the Agency, the Agency will make every effort to find a suitable alternative Property for the Holiday Period, but otherwise the Holiday Rental and any other sums paid by you will be refunded. You will have no other claim against the Owner or the Agency.

15 EARLY TERMINATION

Your contract may be terminated before the end of the Holiday Period by the Agency giving you notice only in the event of you being in material breach of the terms of these Conditions or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of your default the Agency shall return to you the appropriate proportion of the Holiday Rental attributable to the then unexpired remainder of the Holiday Period.

16 LIABILITY

16.1 Neither the Owner nor the Agency shall be liable for any death or personal injury unless this results from an act of neglect or breach of statutory duty by the Owner or the Agency or any of their employees (providing they were at the time acting in the course of their employment).

16.2 You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or the Agency in respect of damage to, or loss of, such personal property except where the damage or loss is caused by any act neglect or breach of statutory duty by the Owner or the Agency or that of any of their employees (providing they were at the time acting in the course of their employment). As the Agency acts only as agent for the Owner, the Agency cannot accept any liability for any act neglect or breach of statutory duty by the Owner or anyone representing, or employed by, the Owner. N.B. Any personal property recovered by the Agency can be forwarded to you for a fee to cover the cost of postage and administration (minimum charge = £10.00).

16.3 The Agency reserves the right to charge you a 'call-out' fee of £25.00/hr in the event to gain access to the Property if keys are lost or mislaid outside normal working hours (this would be additional to the cost of replacement keys if the originals cannot be found).

16.4 Limitation Of Liability. Except in respect of death or personal injury, if the Owner or the Agency is found liable to you on any basis, the maximum amount the Owner or the Agency will have to pay you is the amount of the Holiday Rental. Neither the Owner nor the Agency shall be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Owner or the Agency, their servants or agents or otherwise) which arise out of or in connection with these Conditions.

16.5 Every effort is made to ensure all items of equipment described and supplied by Owners are in good working order; however no guarantee is given or liability accepted if breakdowns occur before or during a holiday. Whilst the Agency and/or Owner will endeavour to organise repairs or replacements as quickly as possible, delays inevitably do occur, particularly during the main season.

16.6 Neither the Agency or Owner can be held responsible for the non-provision of, or changes to, any advertised service that is in the control of a third party (eg. Health Spa or Club membership, communal swimming pool availability, parking etc).

16.7 Every effort is made to ensure that broadband, internet and telephone services etc are working, but no guarantee is given or liability is accepted if a breakdown/fault occurs before or during a holiday. Whilst the Agency and/ or Owner will endeavour to organise repairs as quickly as possible with the third party supplier, a resolution may not be immediately possible.

16.8 Nothing in these Conditions affects any liability for death or personal injury caused by the Owner's or the Agency's negligence or for fraudulent misrepresentation, or your statutory rights as a consumer.

17 DATA PROTECTION

17.1 The Agency shall abide by its Privacy Policy in the handling of any personal data provided to it. The Privacy Policy is available for inspection online at coastandcountry.co.uk/privacy-policy or can be provided upon request.

17.2 The Agency provides your personal data to third parties, including the Owner, in order to provide you with the Property and associated services.

17.3 Where your personal data is provided to third parties, the Agency shall seek confirmation from that third party that your personal data shall be treated in accordance with the data protection law in force in England at the time of disclosure (currently the General Data Protection Regulation) and shall enter into an appropriate form agreement with that party (including obligations to treat data held or processed outside of the EEA in the same way as it should be treated in the EEA).

18 THE EUROPEAN COMMISSION ONLINE DISPUTE RESOLUTION

The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>

19 APPLICABLE LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

20 CLAUSE HEADINGS

Clause Headings are inserted for convenience and are to be ignored for the purposes of construction.

HOLIDAY CANCELLATION REFUND SCHEME

If, after you have booked and paid for your holiday (by way of a full or deposit payment) you find that you cannot take it for the reasons that are set out below,

- (i) The death, injury or illness of a member of your party (named on the booking at the time of confirmation).
- (ii) A member of the party being required in the United Kingdom for jury service or as a witness in a Court of Law.
- (iii) A member of the party being given notice of redundancy within two months of the holiday start date.
- (iv) A member of the party having their agreed leave cancelled by the requirements of H.M. Forces.
- (v) An inability to reach the pre-booked accommodation where all reasonable steps have been taken due to adverse weather conditions making the journey exceptionally hazardous or impossible, road closure where no alternative routes are open, or the directions of the local police,

but not including,

- (i) A re-occurring or pre-existing medical conditions of any member of the party as named in your party details at the time of confirmation (pre-existing medical condition means any serious or recurring medical condition which has been previously diagnosed, investigated or treated in any way, at any time, even if this condition is currently considered to be stable and under control).
- (ii) The withdrawal of previously approved leave by your employer.
- (iii) The operation of law or as a result of an unlawful act or criminal proceedings against any member of the party.
- (iv) Financial circumstances or unemployment except when it is due to redundancy received after booking the accommodation.
- (v) A member of the party is disinclined to travel.

- (vi) A member of the party commits (or attempts) suicide, self-injury or any wilful act of self-exposure to peril (except where it is to save human life).
- (vii) Death or illness of any pets or animals.
- (viii) Terrorism, riot, civil commotion, strike or lock-out.
- (ix) Epidemic or pandemic (or fear thereof) as declared by the World Health Organisation, Department of Health or DEFRA
- (x) Denial of access due to restrictions applied by a government department.
- (xi) A member of the party being under the influence of drugs (except those prescribed by a member of the party's registered doctor but not when prescribed for treatment of drug addiction).
- (xii) A member of the party being under the influence of alcohol or solvents or anything relating to a member of the insured group prior abuse of alcohol or solvents.
- (xiii) Any deliberate or criminal act by a member of the party.
- (xiv) Cancellations due to redundancy where the redundancy takes effect after the date of arrival.
- (xv) Illness or injury to any member of the party deemed not serious enough to prevent travel.
- (xvi) Divorce, separation or personal relationship breakdown.
- (xvii) Cancellation due to the pregnancy of any member of the travelling party,

then we will normally, but at our absolute discretion, refund up to the rental you are liable to pay, less any 'extras' paid for at the time of booking (eg. booking fee, pet charges, linen or cot hire etc.) and an administration fee (£90.00). The decision of Coast & Country Cottages will be final in all cases.

In all other cases we will endeavour to re-let the period made available as a consequence of the cancellation, and if successful would normally consider a goodwill refund up to the value of the re-let holiday less any 'extras' paid for at the time of booking (as above) and an administration fee (£90.00).

Confirmation of Cancellation

If you have to cancel your holiday due to any of the reasons listed above, you must firstly confirm the details in writing to us (by letter or email). In addition, we will require the following supporting documentation where applicable:

- (a) For medical claims, the registered doctor of the relevant member of the party must complete the medical questions under the cancellation section.
- (b) For redundancy claims, the relevant member of the party must forward their letter from their employer confirming that they have been made redundant within the terms of the Employment Rights Act 1996. This will only apply to persons under full employment for a period of two years or more.
- (c) For armed forces redeployment, a letter from their commanding officer must be obtained confirming that (i) they had previously been given formal approval of leave on the specified dates, and (ii) the leave had been withdrawn due to the requirements of HM forces.
- (d) For adverse weather conditions, road closures and Police directions written confirmation must be provided from either the Police or Highways Department confirming the reason for their inability to reach the accommodation.
- (e) The scheme covers a full refund only and not a part refund. If the holiday ends prematurely after arrival for any reason, no refund is payable.
- (f) The scheme begins upon the date of booking and ends at midday on the day the stay commences.

As outlined in our Booking Conditions, the full charges are payable once your booking has been confirmed. We recommend that you take out your own cover for pre-existing medical conditions as this is specifically excluded from this scheme (as outlined above).