

Booking Conditions

1 DEFINITIONS

In these Conditions:

- 1.1** **'the Agency'** means Coast & Country Cottages of Hannaford's Landing, Island Street, Salcombe, Devon, TQ8 8FE and 3 Market Street, Dartmouth, Devon, TQ6 9QE;
- 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 in the Brochure 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 shorthold 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

- 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 state on the Holiday Booking Form the nature of a disability of any member of your party. 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 and in particular that a dog or cat has not stayed in the Property at some time 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 fee of £20 per dog or cat 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 hairs 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

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. The use of a Property for the purposes of a hen/stag party is not permitted unless otherwise agreed by the Owner or Agency.

8 BOOKING AND PAYMENT

A booking is only accepted by the Agency on the official holiday Booking Form, via their website or by telephone. All bookings must be accompanied by the Deposit, the Booking Fee 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). The Agency will then confirm the booking by notice in writing, whereupon (if the total fees have not already been paid) you are liable for the total Holiday Rental, which must be paid at least 42 days before the Commencement Date without further demand.

9 PROPERTY DESCRIPTION

The Agency work closely with the Owners to ensure that all Properties within the Brochure are fairly and accurately described prior to going to press. Occasionally an Owner will make changes to the set up of their Property after publication, for which the Agency cannot be held responsible. However, if the Agency believe this will have an effect on your holiday, every effort will be made to pass on any relevant information to you. All changes from the Brochure description are noted on the individual website property pages as soon as they are made known to the Agency, and a separate sheet of all amendments is available 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 and your property;
- 10.1.2** keep the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition and be responsible for repairing any damage caused by you during the Holiday Period;
- 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.

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

11 SECURITY DEPOSITS

Where indicated on the Property Details, a security deposit is payable at the same time and in addition to the payment of the Holiday Rental. The security deposit will be held by the Agency to cover any losses, damage and/or additional cleaning charges if the Property is left in an unsatisfactory condition. This security deposit will be 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.

12 HOLIDAY CANCELLATION INSURANCE

As part of your booking the Agency has included holiday cancellation insurance through Sabre Insurance Services. Full details of the policy, showing terms, conditions and exclusions are available on request, and can also be viewed (or downloaded) from our website.

13 COMPLAINTS

13.1 If you have complaint in respect of a Property you must immediately report it to the Agency 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 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 or prior knowledge. 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

In the event that a Property becomes unavailable for reasons beyond the control of the Agency (e.g. fire, flood, sale etc) the Agency will make every effort to find a suitable alternative Property for the Holiday Period, but otherwise the Holiday Rental and any and 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 determined 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 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.
- 16.3** **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.
- 16.4** 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.
- 16.5** 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 and the Owner will only use any personal information provided by you for the purpose of making available and managing the Property, or for informing you of the availability of similar services, unless you otherwise agree.
- 17.2** You can correct any information or ask for information about you to be deleted, by giving written notice to the Agency, at the address, fax number or email address shown in the brochure or on the Agency's website.

18 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.

19 CLAUSE HEADINGS

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

Coast & Country Cottages is a trading partnership. Partners: Andrew Jones, Karen Jones, Penshurst Ltd.