

# Devon Holiday Lets



**Nothing in these Terms affects your statutory rights.**

## **1 Definitions**

1.1 The following words and phrases used in these terms and conditions shall mean:

1.1.1 Accommodation; the property specified in a Booking Request;

1.1.2 Accommodation Fees; the amount payable by you for the Accommodation during a Reservation;

1.1.3 Booking Request; your request to stay at the Accommodation made via the Website or over the phone;

1.1.4 Devon Holiday lets Ltd we, our or us; Devon Holiday Lets Ltd, a company incorporated under the laws of England and Wales with its registered address at 12 church Park Road, Yealmpton, Plymouth, Devon PL8 2EY

1.1.5 Charges; the charges (in addition to the Accommodation Fees) payable by you in relation to a Reservation;

1.1.6 Host; the owner of the Accommodation;

1.1.7 Reservation; the period of time for which the Accommodation is made available to you and your party as set out in the Booking Request and confirmed in writing by us;

1.1.8 Unavoidable Event; an event of force majeure outside a party's reasonable control, which shall include but not be limited to any act,

or omission of the other party, strikes, lock outs, industrial action by third parties, civil commotion, riot, terrorist attack or threat of terrorist attack, invasion, war, fire, explosion, storm, flood, earthquake, subsidence, drought, epidemic or other natural disaster, or failure of public or private telecommunications networks, power networks or water supplies, local building or road works, transport interruptions delays or cancellations;

1.1.9 Website; [www.devonholiday-lets.co.uk](http://www.devonholiday-lets.co.uk) or such other website as Devon Holiday Lets Ltd may use only to operate its business through.

1.2 When used in these Terms, the term 'written' or 'in writing' shall include email, unless we specify otherwise.

## **2 Contract with you**

2.1 These Terms apply to any Booking Request and all Reservations made by you. If there is any conflict between these Terms and a Booking Request, the terms of the Booking Request shall take precedence. Similarly, if there are any Accommodation-specific terms identified on the Website, these shall be incorporated into these Terms and form part of the contract between us.

2.2 Devon Holiday Lets acts as agent for and on behalf of the Host to provide the Accommodation to you for any Reservation and has no proprietary interest in any Accommodation.

2.3 You confirm that you are over the age of 21.

2.4 Devon Holiday Lets Ltd takes great care to ensure all listings of Accommodation on the Website are accurate and up to date but shall not be responsible for any changes or minor differences. Should any facilities or services become unavailable we will notify you as soon as reasonably possible after we become aware of such change. Devon Holiday Lets Ltd accepts no responsibility for any changes or closures to local area amenities or attractions mentioned on the Website or advertised elsewhere.

### **3 Booking procedure**

3.1 A Reservation shall be binding, and a contract formed on these Terms between you and Devon Holiday Lets Ltd, when a Booking Request is accepted by Devon Holiday Lets Ltd and confirmed in writing. For the avoidance of doubt, any email confirming receipt of a Booking Request, whether sent by Devon Holiday Lets Ltd or any service provider on its behalf, shall not be an acceptance of a Booking Request. Devon Holiday Lets Ltd retains the right not to accept any Booking Request. In such a situation, Devon Holiday Lets Ltd shall notify you in writing and refund in full any Accommodation Fees or Charges you have paid.

3.2 No Reservation confirmed in writing may be changed without Devon Holiday Lets Ltd prior consent, so please check the details of the confirmation and notify us immediately if anything is not correct.

### **4 Payment**

4.1 The Accommodation Fees and Charges payable by you shall be as set out in the Booking Request or as otherwise notified by on confirmation of Devon Holiday Lets Ltd your booking.

4.2 A non-refundable deposit of 50% is payable when you send us your Booking Request. Any outstanding Charges shall be due no later than 8 weeks before the start of the Reservation. If the Booking Request is made less than 8 weeks prior to the start of the Reservation, all sums due shall be payable at that time. By paying such amount you accept these Terms.

4.3 If any payment is late, Devon Holiday Lets Ltd reserves the right to cancel the Reservation and retain any deposit paid. This does not affect Devon Holiday Lets Ltd right to charge interest on any outstanding sums at the statutory rate.

### **5 Damage and accidents**

5.1 Devon Holiday Lets Ltd shall hold your credit card details as a breakages deposit. No payment will be taken in advance, but sums for damage to the Accommodation, or replacement of breakages or missing items shall be charged up to the amount specified in the Booking Reservation or £250, whichever is the greater.

5.2 We will notify you if the Host informs us of any damage to the Accommodation or any items missing, and of the amount we will be charge your card to cover the cost of repairing the damage or replacing the items. If you find damage or missing items on your arrival, please notify us immediately so we do not charge you for these later.

5.3 You will notify us immediately if any damage is caused to the Accommodation or contents so that it can be repaired as soon as possible.

5.4 Devon Holiday Lets Ltd shall have no liability to you for: (i) the death or personal injury to you or any one in your party, except where caused by Devon Holiday Lets Ltd or the Host's negligence; or (ii) for any loss or damage to your personal property, in each case except as may not be permitted or limited by law.

### **6 Unavoidable Events, cancellations, and refunds**

6.1 Devon Holiday Lets Ltd shall not be responsible for any failure to perform, or delay in performance, of any or all of its obligations caused by an Unavoidable Event and shall notify you as soon as reasonably possible of any such Unavoidable Event.

6.2 Devon Holiday Lets Ltd may cancel your Reservation if there is an Unavoidable Event which affects the availability or suitability of the Accommodation. In such circumstances, Devon Holiday Lets Ltd will offer you suitable alternative Accommodation or a full refund. If any cancellation occurs during a Reservation, Devon Holiday Lets Ltd shall offer you a partial refund for the cancelled part of

the Reservation, unless suitable alternative Accommodation is made available.

6.3 You may cancel the Reservation at any time but shall only receive a refund as set out below:

6.3.1 More than 8 weeks before the Reservation start date –

Booking Fee – non refundable

50% deposit – non refundable except in exceptional circumstances and with Host/Devon holiday lets approval.

6.3.2 Less than 8 weeks before the Reservation start date –

Booking Fee – non refundable

First 50% deposit – non refundable

Second 50% Fees – non refundable

## **7 Guest obligations**

7.1 You will, and will ensure that each member of your party will:

7.1.1 Unless otherwise agreed in writing, arrive and leave the Accommodation on the dates and at the times set out in the Booking Request;

7.1.2 Take reasonable care of the Accommodation and its contents and leave it in a clean and tidy condition at the end of the Reservation;

7.1.3 Comply with any reasonable instructions or user manual for the Accommodation in relation to usage of the Accommodation, its appliances and contents;

7.1.4 Notify us immediately in writing of any damage that occurs to the Accommodation or any contents during the Reservation;

7.1.5 Not increase the size of the party as set out in the Booking Request without Devon Holiday Lets Ltd ' prior written consent;

7.1.6 Allow Devon Holiday Lets Ltd and the Host access to the Accommodation during the Reservation, on reasonable notice;

7.1.7 Not sub-let any part of the Accommodation or assign or otherwise transfer the benefit of the Reservation without Devon Holiday Lets Ltd consent;

7.1.8 Not to cause any annoyance or nuisance to neighbours or other occupiers;

7.1.9 Not carry out any trade or business from the property;

7.1.10 Not smoke in any part of the Accommodation.

7.2 Devon Holiday Lets Ltd may refuse to check you in or to repossess the Accommodation if, acting reasonably, it considers any damage is likely to be caused by you or your party or if damage has already been caused.

## **8 Limitations and exclusions of liability**

8.1 We and the Host shall use our reasonable skill and care in providing the Accommodation and any materials supplied or used shall be of satisfactory quality, fit for purpose and as described, as required by the Consumer Rights Act 2015.

8.2 Nothing in this Agreement shall limit either party's liability to the other for fraud or fraudulent misrepresentation, death or personal injury caused by their negligence, or for any other liability that may not be excluded or limited by law.

8.3 Subject to clause 8.2, Devon Holiday Lets Ltd shall not be liable for any loss or damage caused to any items, belongings or vehicles of the Guest. You are strongly recommended to obtain suitable insurance to cover any such losses.

## **9 Termination**

9.1 Devon Holiday Lets Ltd may terminate this Agreement with you and any Reservation if you fail to pay any sums when due or are in material breach of the Terms.

9.2 You may only terminate this Agreement if Devon Holiday Lets Ltd:

9.2.1 breaches this contract in any material way;

9.2.2 goes into liquidation or has a receiver, or an administrator is appointed over its assets;

9.2.3 is affected by an Unavoidable Event.

## **10 Personal data**

10.1 To provide the Accommodation we collect personal data about you and members of your party. We shall collect and use such personal data in accordance with our privacy policy, as set out on the Website from time to time.

10.2 We may change the policy from time to time to reflect changes in our business practices or in the law.

10.3 Your rights regarding the use of your personal data are explained in the policy and our contact details are set out there.

## **11 Boilerplate**

11.1 Except as otherwise stated in these Terms, no other party shall any rights to enforce any of its terms. The Host may enforce any or all of these Terms against you.

11.2 You may not assign your rights or obligations under these Terms.

11.3 The paragraphs in these Terms operate separately. If any court or other relevant authority finds any term to be unlawful or unenforceable, that shall not affect the validity of any other term.

11.4 Any failure by us to enforce, or delay in enforcing, any right we may have under these Terms shall not be construed as a waiver of such right. Any waiver by us will only be valid if given in writing.

## **12 Governing law and jurisdiction**

12.1 This Agreement shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts. If you live in Northern Ireland or Scotland, you are entitled to bring a claim in the courts of the country in which you reside.