

DOMINOES IN DEVON

Booking Terms and Conditions

These terms are between you and us.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Arrival Date	the date (and time) on which your Booking will begin and the Property will be made available to you.
Balance Due Date	60 days before your Arrival date, except in circumstances where Booking Confirmation is issued less than 60 days before the Arrival Date (in which case the balance is due upon Booking).
Booking	the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.
Booking Confirmation	the written acceptance of the Booking Reservation which may include more information such as details around arrival and departure, directions, Property Rules etc.
Booking Fee	5% of Booking Price, non-refundable administrative fee taken from the Deposit.
Booking Price	the total price as charged to you for the Booking including any additional charges as set out on the Website or otherwise notified to you when making a Booking.
Booking Reservation	the Guest's request to book the Property for holiday letting purposes.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Business Hours	09:00 to 17:00 on any Business Day.
Contact Details	the details found on our Contact Us page of our Website.
Departure Date	the date (and time) on which your Booking will end and they must vacate the Property.
Deposit	40% of the total Booking Price, required from you when making the Booking to secure the Property for the duration of the Booking.
Dominoes In Devon (we/our/us)	N Eury t/a Dominoes In Devon whose office is at Polweir, Byter Mill Lane, Stoke Gabriel, TQ9 6RH.
Events Outside of the parties Control	as defined in clause 11.

Guest (you/your)	the individual who makes the Booking Reservation and will attend and make use of the Property (further to Booking Confirmation) with their party.
Property	the property provided for holiday letting purposes, details of which have been made available on the Website.
Property Rules	specific restrictions applicable to the Property as detailed on the Website.
Terms	these terms and conditions on which your Booking is supplied to you.
Website	www.dominoesindevon.co.uk .

1.2 When we use the words "writing" or "written" in these Terms, this will include email but excludes fax.

2. **OUR CONTRACT WITH YOU**

2.1 Please ensure that you read these Terms carefully, and check that the details on the Booking (including the Arrival Date) and within these Terms are complete and accurate before you submit the Booking Reservation. If you think that there is a mistake within these Terms or that these Terms require any changes, please contact us to discuss. We will confirm any changes to these Terms in writing to avoid any confusion between you and us.

2.2 Once you submit a Booking Reservation to us and pay the Deposit (or the full Booking Price if the Booking Reservation is made within 60 days of the Arrival Date) we will send you a Booking Confirmation email (or letter in the post, if you do not have or have not provided an email address).

2.3 These Terms will become binding between you and us once we issue you with the Booking Confirmation.

2.4 If any of these Terms conflict with any term contained within the Booking Reservation, the Booking Confirmation, or the Property Rules, these Terms will take priority.

2.5 The maximum number of people who can stay in the Property will be notified to you on the Website. You guarantee that you will not exceed that number.

2.6 You agree not to arrive at the Property before the Arrival Date and to depart from the Property on or before the Departure Date. The Property will not be available at any time outside of the times reserved by you. We reserve the right to make a reasonable additional charge (whether by retaining a Security Deposit if applicable or otherwise) in the event that you have not left the Property by the agreed Departure Date.

2.7 Any illustrations, photographs and other imagery displayed are for illustrative purposes only are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.

2.8 You confirm that the individual making the Booking Reservation is over the age of 18.

2.9 The Property is provided for holiday letting purpose only for the specified period as detailed in your Booking Confirmation. For the avoidance of doubt, these Terms do not create a landlord and tenant between you and us and you will not be entitled to any:

2.9.1 new tenancy; or

2.9.2 assured short hold or tenancy; or

2.9.3 any statutory protection either under the Housing Act 1988 or by way of a statutory security of tenure,

now or from the Departure Date of the Booking.

3. CHANGES TO BOOKING OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

3.1.1 changes in how we accept payment from you;

3.1.2 changes in relevant laws and regulatory requirements; or

3.1.3 if we have a valid commercial reason to do so.

3.2 If we have to revise these Terms under clause 3.1, we will give you at least 14 days written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.

3.3 If you wish to change the dates of your Booking or amend your Booking in anyway, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve that right to charge for any differences in price (for example if the new dates fall within a high season as detailed on the Website).

4. ENJOYING THE PROPERTY & RESTRICTIONS

4.1 We will supply the Property to you for the period set out in the Booking Confirmation.

4.2 Access to the Property is subject to your adherence to these Terms and the Property Rules.

4.3 We will make every effort to make the Property available to you on time. However, there may be delays due to an Event Outside of the Parties Control. See clause 11 for our responsibilities when an Event Outside of the Parties Control happens.

4.4 If you do not pay us for your Booking when you are due to, access to the Property will not be permitted and the Booking will be cancelled.

4.5 You shall take proper care of the Property and its contents during your Booking and may receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which it is found at your Arrival Date.

4.6 Any Property Rules provided to you via the Website, shall be incorporated into these Terms and breach of any of the Property Rules will be treated as a breach that entitles us to cancel the contract.

4.7 We will issue you with the keys upon your arrival. All keys must be left in the Property upon departure. If you lose or damage a set of keys, we will invoice you for the cost of the replacement. Failure to return the keys before or on the Departure Date will result in further charges which will be invoiced to you.

4.8 The Property and surrounding grounds are no smoking and no vaping areas. If it is evident that smoking or vaping has occurred during your Booking, you will be asked to vacate the Property immediately and will be liable for any costs incurred deep cleaning, redecorating and cancelling all or part of any subsequent bookings if the Property has been rendered uninhabitable.

4.9 Internet access is offered in the Property, on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access

is guaranteed and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.

- 4.10 An electric car charging point is available at the Property for Guests use only. Please ensure that the charge point is only used for the purpose of charging an electric car. Any damage caused to the charging point through improper or excessive use will result in further charges which will be invoiced to you.
- 4.11 If you wish to have a third party to provide services on the Property premises, this will only be allowed where we have provided written approval of such third parties ahead of the Arrival Date. Please contact us using the Contact Details to discuss any such third party. We shall not be liable for the actions or omissions of any such third party.
- 4.12 Upon your arrival, please notify us of any defects within the first 24 hours. Thereafter you will be deemed to have accepted the condition of the Property.
- 4.13 Please ensure you are familiar with the Property's location and that the Property is suitable for your needs.
- 4.14 The Property is located in a quiet residential area, with livestock and wildlife present in the surroundings. Please respect the surrounding properties during your stay and comply with any applicable laws and rules throughout your Booking, including but not limited to [The Countryside Code](#).
- 4.15 We, or an authorised representative or agent acting on our behalf (including but not limited to tradespeople) reserve the right to enter the Property at all reasonable times for the purpose of inspection or to carry out any repair deemed necessary to the Property and its contents.
- 4.16 All belongings and vehicles are left at the Property at your own risk. Please ensure all belongings are removed by the Departure Date as the return of any lost property cannot be guaranteed and may incur charges.

5. **PETS**

- 5.1 Dogs are permitted at the Property and are subject to a small additional charge.
- 5.2 Where pets have not been booked but have been brought with you for the Booking, we reserve the right to request immediate departure and/or charge for any damage caused and deep cleaning required as a result.
- 5.3 We reserve the right to refuse admission or request immediate departure from the Property to anyone who brings more than the agreed number or size of pets or anyone who leave pets unattended in the Property during the period of their Booking.
- 5.4 You will be liable for any damage caused by pets or parasites introduced by your pets, including where the Property is not left sufficiently clean and for any pet waste that has not been removed from the Property and the surrounding areas. The cost of any repair, replacement or extra cleaning will be taken from the Security Deposit and/or invoiced to you separately.
- 5.5 We are not liable for any allergies that are affected as a result of pets present in previous occupancy.

6. **PRICE AND PAYMENT**

- 6.1 The Booking Price will be set out on the Website, at the time of submitting your Booking Reservation and as detailed in your Booking Confirmation.

- 6.2 All Payments may be made by Credit/Debit Card and BACS transfer (please use the booking number and your surname as the reference on all BACS payments).
- 6.3 Where VAT is chargeable, it is included in the sums given.
- 6.4 Where your Booking Reservation is more than 60 days from the Arrival Date, you must pay a minimum Deposit as notified to you upon submitting the Booking Reservation. The remaining balance of the Booking Price together with the Security Deposit (if applicable) must be paid by the Balance Due Date.
- 6.5 Where your Booking Reservation is made with less than 60 days before the Arrival Date, you must pay the full balance of the Booking Price and Security Deposit (if applicable) at the time of making a Booking Reservation.
- 6.6 We will notify you before the Balance Due Date that payment is due. If payment is not received we will try and contact you. If we cannot contact you or you do not make any payment due to us by the Balance Due Date for payment, we will treat the non-payment as your cancellation of the Booking and therefore termination of this contract. In these circumstances, your rights to a refund are set out in clause 9.10.

7. LEGAL RIGHTS AND COMPLAINTS

- 7.1 As a consumer, you have legal rights in relation to your Booking where it is not offered to you with reasonable skill and care, or if the service provided to you is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights. However we ask that you contact us in the first instance using our Contact Details.

8. OUR LIABILITY TO YOU

- 8.1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit any liability which cannot be excluded or limited by law.
- 8.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.
- 8.3 We only supply the Property for domestic and private use. You agree not to use the Property for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.4 We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings or vehicles, howsoever caused.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 9.1 We recommend that you take an appropriate travel insurance policy before placing your Booking Reservation.
- 9.2 You may cancel a Booking before the Arrival Date by contacting us using the Contact Details. Subject to clause 9.5, all cancellations will be subject to the following refunds dependant on the amount of time before the Arrival Date:

Up to 60 days before the Arrival Date	Between 59 and 30 days before the Arrival Date	Less than 30 days before the Arrival Date
All monies paid less the Booking Fee	50% of the Booking Price	0% of the Booking Price

For example, if you make your Booking on 1st January with the Arrival date of 1st April at a total cost of £1,000 and cancel your Booking on 25th February, you will receive a £450 refund.

- 9.3 We will confirm your cancellation with you in writing and notify you of any payment or refund due to you at that time.
- 9.4 Please note that if you need to cancel because you are ill, including where you are showing symptoms of illness (for the avoidance of doubt this includes Covid19 and/or self-isolating due to Covid19), this will be treated as a cancellation by you and not an Event Outside the Parties Control (Clause 11).
- 9.5 If you need to cancel your Booking, we will try and re-let the Property. If we are able to re-let the Property, we will refund money paid less our Booking Fee, subject to any difference in price between the Booking Price and the re-let price.
- 9.6 If you depart voluntarily from the Property before the Departure Date, no refund shall be given.
- 9.7 Where you have cancelled a Booking because of our failure to comply with these Terms or if we change these Terms under clause 3.1 and you elect to cancel the contract (except where we have been affected by an Event Outside of the Parties Control), you do not have to make any payment to us.

10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 10.1 We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.
- 10.2 If we have to cancel a Booking under clause 10.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you.
- 10.3 We may cancel the contract for your Booking at any time with immediate effect by giving you written notice if you:
 - 10.3.1 do not pay us when you are supposed to; or
 - 10.3.2 break the contract in any other material way.

11. EVENT OUTSIDE OF THE PARTIES CONTROL

- 11.1 Where an event outside the parties control occurs (e.g. civil unrest, Government restrictions on movement of peoples, red weather warnings issued by the Met Office) neither party shall be in breach of this agreement for delay or failure arising from the same. If the period of delay or non-performance continues for five days, the party not affected may terminate this agreement by giving 5 Business Days written notice to the affected party.

11.2 For the avoidance of doubt, self-isolation due to Covid19 and/or showing symptoms of Covid19 is not an Event Outside of the Parties Control.

11.3 Should any event or circumstance beyond our reasonable control occur which means the Property cannot be provided to you, we will let you know as soon as possible so alternative accommodation and/or a refund can be arranged for you.

12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

12.1 We will use the personal information you provide to us to:

12.1.1 provide your Booking;

12.1.2 process your payment for your Booking;

12.1.3 process identity checks where necessary; and,

12.1.4 inform you about similar products or services that we provide, where you have permitted us to. You may stop receiving these at any time by contacting us.

12.2 All data you provide to us will be treated in accordance with our Privacy Policy.

13. **OTHER IMPORTANT TERMS**

13.1 We may transfer our rights and obligations under these Terms to another individual, but this will not affect your rights or our obligations under these Terms.

13.2 Except for you (the Guest) and us, no other person shall have any rights to enforce any of these Terms.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you (or if we delay in doing so) that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.5 These Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.