

DOMINOES IN DEVON

BOOKING TERMS

1. **THE CONTRACT:** The Contract for a short-term holiday rental will be between the Dominoes Owner (referred to as “I” or “me”) and the person making the booking (referred to as “you” or “your”) in the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until I have processed the deposit. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking.
2. **PAYMENT:** Bookings are CONFIRMED on receipt of the deposit of 40% of the holiday cost. The deposit must be paid within 5 days of the booking being placed. The balance of the rental will be due for payment TWO CALENDAR MONTHS prior to the holiday commencement date and I reserve the right to cancel a holiday where payment has not been received 2 calendar months before the commencement date. If the booking is made within 2 calendar months of the holiday start date the full rental will be required. If the booking is made within 14 days of the arrival date, full payment must be received within 24 hours of placing the booking. No entry to the property will be allowed without payment, in full, being cleared beforehand.
3. **CANCELLATION BY YOU:**
 - 3.1. If you change your mind and would like to cancel your booking, please contact us in writing as soon as possible. Please note that any refund given to you when cancelling your reservation may be subject to deductions, as set out in these terms.
 - 3.2. If there are more than 2 days before the start of your stay, I will offer you a full refund on cancellation, subject to a 5% administration charge against your full rental cost. Any such refunds will be made within 14 days of written confirmation of your cancellation. If there are less than 2 days before the start of your stay, I will not offer you a refund.
 - 3.3. I will not refund any booking fees paid in the event of your cancellation arising from terrorism, war, epidemic or pandemic. This includes illness due to Coronavirus, the need to self-isolate or government travel restrictions. It is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of cancelling all or part of your stay and any associated costs.
4. **CANCELLATION BY US**
 - 4.1. If Dominoes in Devon’s performance is hindered or prevented by a Force Majeure Event (please see definition below), I may, at my sole discretion, offer you:
 - 4.1.1. a full refund; or
 - 4.1.2. alternative holiday dates; or
 - 4.1.3. such other remedy as I consider appropriate with regard to the circumstances.
 - 4.2. In this contract, a **Force Majeure Event** means any of the following circumstances which may hinder or prevent the performance of the contract, including but not limited to:
 - 4.2.1. acts of God, flood, drought, earthquake or other natural disaster;
 - 4.2.2. epidemic or pandemic;
 - 4.2.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 4.2.4. nuclear, chemical or biological contamination or sonic boom;

- 4.2.5. any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;
 - 4.2.6. collapse of buildings, fire, explosion or accident;
 - 4.2.7. any labour or trade dispute, strikes, industrial action or lockouts;
 - 4.2.8. non-performance by suppliers or subcontractors; and
 - 4.2.9. interruption or failure of utility service.
5. **PERIOD OF HIRE:** You should not arrive before 16.00 on the commencement date, and leave by 10.00 on the day of departure. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.
 6. **NUMBER OF PERSONS USING THE PROPERTY:** Under no circumstances may more than the maximum number of persons stated on the Dominoes web site occupy the property. I reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Dominoes.
 7. **LIABILITY:** Dominoes, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property. The exclusions and limitations set out in this Clause 8 shall not apply to personal injury or death or other matters whereby such exclusion is prohibited by law.
 8. **CARE OF THE PROPERTY:** You are responsible for the property and are expected to take all reasonable care of its furniture, fixtures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or the neighbouring properties. Smoking is not allowed within the property.
 9. **DAMAGES & BREAKAGES:** You are legally bound to reimburse me for replacement, repair or extra cleaning costs on demand. If you lose a key I will replace it upon you paying for the cutting of a new one.
 10. **WIFI:** Wi-Fi is provided for the guest's reasonable use. All guests agree to reasonable and lawful usage of this service.
 11. **ELECTRIC VEHICLE CHARGER:** An electric vehicle charger is provided for the guest's reasonable use. All guests agree to reasonable and lawful usage of this equipment.
 12. **RIGHT OF ENTRY:** I shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.
 13. **COMPLAINTS:** Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is requested that you contact me immediately to give me the opportunity resolve it. I value your custom and want you to return.
 14. **DATA PRIVACY STATEMENT:** Please refer to the [Privacy Policy](#) and [Website Cookie Policy](#). I will treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of four and five star cottages in the UK) I have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking during the previous year, in order that these guests may be sent a Premier Cottages brochure and

sent promotional emails from time to time. I also provide them with the email addresses of guest enquiries. By accepting these terms and conditions you are indicating your consent to receiving these communications unless you notify me otherwise, which you can do at the point of booking by ticking the Marketing Notes box at the bottom of the booking form. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact me on hello@dominoesindevon.co.uk and I will arrange for you to be removed from the database.

15. **PETS:** I only allow dogs, and only when have they been booked and paid for in advance. (£25 per dog, per stay). Two well behaved dogs are allowed (more than two dogs may be permitted depending on size and breed; to be notified and agreed in advance). In order to maintain Dominoes at a standard for everyone to enjoy, it is necessary that guests bringing dogs agree to the following conditions. Any dogs that have not been booked in may not be allowed to stay and you may need to book them into a local kennel.

Additional Terms and Condition for guests bringing their dog(s).

1. On arrival please keep your dog(s) on a lead. The rear garden is fenced for dogs to be off the lead provided they are under your control. The field at the rear of the property may have livestock or wildlife, and dogs must not be allowed to access this area.
2. Dogs are allowed on the sofas provided that you use the throws provided and keep the dog from contact with the soft furnishings. Dogs are allowed in the bedrooms only if they are clean and their bedding is clean. Under no circumstances are dogs allowed on beds. I can provide a stair gate for the staircase, and the kitchen entryway. I will have to levy an extra cleaning charge if they have been on the beds or on the uncovered sofas and damaged bedding will have to be paid for.
3. Your dog(s) must not be left alone with free run of the property. I provide a guide of dog friendly pubs and restaurants and places to visit so that your dog can be with you as much as possible. Dog sitting may be possible to be arranged in advance of your stay.
4. I regret that dogs that bark continuously are not allowed at Dominoes, which is in a quiet residential area.
5. When you bring a muddy dog back from a walk, please clean him/her off using the outside tap (there is one at both the front and rear of the property). Please on no account use the white towels provided for the bathrooms.
6. When you take your dogs for a walk, please pick up after them including in Byter Mill Lane (there are signs along the lane and dog waste bins are located at each end of the orchard and at the Mill Pool). Please dispose of poo bags responsibly.
7. If you have a puppy please take extra care; I can provide a puppy crate if required.
8. The Countryside Code must be followed so please keep your dog(s) under close control at all times for their own safety as well as the comfort of others.
9. Please give the house a basic clean and remove as much of the dog hair as possible before you leave; if properties require serious additional cleaning, I reserve the right to charge a £50 fee to cover the cost.