

TERMS AND CONDITIONS

1. Definition of Terms

Parties applying to holiday let properties are referred to as 'the Clients' until the commencement of their let when they are referred to as 'the guests' Contracts to holiday let the property are between Deluxe Holiday Homes and the Clients/Guests. These terms set out the terms of the contract between the Clients/Guests and Deluxe Holiday Homes, and the contractual rights and obligations between the Clients/Guests and Deluxe Holiday Homes.

2. Deposits

When a booking is made more than 8 weeks before the holiday let is due to commence, a non refundable deposit of £250 must be paid to confirm the booking and secure the dates. If a booking is made 8 weeks or less before the Guests arrival, the full balance must be paid at the time the booking is made.

If Deluxe Holiday Homes does not accept a booking, then all monies paid will be refunded immediately.

3. Balance of Holiday Booking

Once a booking has been accepted by Deluxe Holiday Homes, the Clients must pay the balance of their holiday booking, 8 weeks before their arrival date commences. If the balance has not been paid by this time, Deluxe Holiday Homes reserves the right to cancel the booking, in which case a cancellation charge will apply.

Deluxe Holiday Homes is not obliged to send reminders - the date on which the balance is due is clearly indicated on the Booking Confirmation.

Where VAT is payable this is included in the holiday cost. Deluxe Holiday Homes reserves the right to amend prices quoted on the web sites or in their brochure due to any errors, omissions or changes in the rate of VAT.

4. UK Bookings

Payments will be accepted through internet bank transfers, cheques made payable to 'Deluxe Holiday Homes'. Deluxe Holiday Homes cannot accept post-dated cheques. Any charges imposed on Deluxe Holiday Homes by our Bank for handling dishonoured cheques, bank transfers or other payments will be passed on to the Clients who are liable to reimburse Deluxe Holiday Homes in respect of these charges within 7 days of notification from Deluxe Holiday Homes.

5. Overseas Bookings

Overseas Clients may pay by internet bank transfer or a sterling cheque drawn on a UK bank.

6. Authority to Sign

The person completing the booking form certifies that:

- a. He/she is authorised to agree the booking conditions on behalf of all persons included on the booking form, including those who may be added/substituted at a later date.
- b. He/she is over 18 years of age and is a member of the party intending to occupy the property.
- c. He/she agrees to take responsibility for the party occupying the property.

7. Eligibility

Bookings will not be accepted without prior consent from Deluxe Holiday Homes from:

- a. Groups of single persons under the age of 21, or
- b. All male or all female parties comprising more than 6 people.

8. The Holiday Let Agreement

The Holiday let Terms and Conditions gives the Guests the right to occupy the property for a holiday within the Holiday Agreement unless the Noise Abatement Order has been abused which will give Deluxe Holiday Homes the right to evict the guests at Deluxe Holiday Homes discretion.

9. Holiday Let Period

Guests arrivals commence at 4pm on the first day of their holiday and ends at 10am on the departure date unless otherwise agreed. The holiday period cannot be extended without Deluxe Holiday Homes' permission. Guests will be liable for any cost whatsoever incurred as a result of an unauthorised extension.

10. Pets

Pets are accepted at properties only with the prior consent of Deluxe Holiday Homes and at their discretion and are to be kept under control at all times and exercised off the premises. Deluxe Holiday Homes cannot accept responsibility for their safety. They should not be allowed in the bedrooms or on the furniture, or be left unsupervised in the property due to the risk of damage to furniture etc. Guests are responsible for cleaning up any fouling which their pets may cause around the property. A weekly charge will be made for each pet and in some cases a refundable damage deposit may be required. Where a description states that pets are not accepted this does not mean that there have never been any pets at the property.

11. Guests Obligations

- a. To pay for any losses or damage to the property caused by the Guests or a member of their party.
- b. To take good care of the property and leave it in a clean and tidy condition at the end of the holiday. No cleaning service is provided during the holiday but this can be arranged. A refundable damage deposit may sometimes be required. See note 22.
- c. To allow Deluxe Holiday Homes reasonable access to the property.
- d. To not exceed the total number of people as stipulated in the booking form and not to transfer possession of the property or share it except with members of the party as shown on the Booking Form without written permission from Deluxe Holiday Homes.

- e. To notify Deluxe Holiday Homes prior to the commencement of the holiday of any changes to party numbers.
- d. To not cause undue noise or disruption or become a nuisance to occupants of any adjoining premises. See section 16
- e. Not to smoke inside in any property.
- f. To hand in all gate fobs and keys.

12. Alterations

When Deluxe Holiday Homes has accepted a booking, the booking can only be changed for another by treating the original booking as a cancellation (see following paragraph 13). The dates of the holiday may be changed providing the same house is available for the new dates. In either case a re-booking fee of £25 is payable.

13. Cancellations

All cancellations must be notified to Deluxe Holiday Homes in writing within 7 days of the event that gives rise to the cancellation. Cancellation Refund Policy is available for all bookings sleeping no more than seven persons (excluding babies) made through Deluxe Holiday Homes with lets up to and including £995 per week. This applies to UK residents only aged 75 or under at the commencement of the holiday.

Should a cancellation be required, the following cancellation charge rate will apply:

- 56 days notice or more no further penalty other than non refundable deposit forfeited
- Between 31 and 55 days inclusive a 50% cancellation charge will apply and non refundable deposit forfeited
- Between 0 and 30 days inclusive a 100% cancellation charge will apply and non refundable deposit forfeited

The need for prompt notification of cancellation is paramount.

In the event that a holiday is not covered by our cancellation refund policy, then a cancellation charge is payable, the amount of which is determined by how many days before the holiday start date, that the cancellation notice is received by Deluxe Holiday Homes in writing. The Cancellation Refund Policy promises that full payment, less an administration fee, will be refunded in the event of death, injury, illness (*see note 1 below*) or summons for jury service of any member of the party being *aged under 75 at the commencement of the holiday*, which, in

Deluxe Holiday Homes opinion, reasonably prevents the Clients from fulfilling the booking. Close relatives comprise husband, wife and their children, long-term partner (being a proven relationship for at least two years), father, mother, father-in-law, mother-in-law, brother and sister. Written confirmation of the cancellation must be supported by a completed claim form with documentary proof of the reason for cancellation and, in the case of illness or death, be signed by a qualified medical doctor and returned within 28 days from receipt of the Cancellation Notice. When claims under the Cancellation Refund Plan are accepted by Deluxe Holiday Homes, no further payment will be due for the holiday and all previous payments, less the administration charge of £250, will be refunded in full.

Note 1 Illness - The following are NOT covered by the cancellation policy: pregnancy or related illness, epidemic or pandemic. Any medical condition or illness diagnosed or known about before, or at the time of, booking. Any self-inflicted illness or injury, or any injury which has occurred as a result of taking part in any risk sport. Any illness or injury which, in the opinion of Deluxe Holiday Homes, is not serious enough to prevent the person taking the holiday. Please note the above cancellation refund policy covers only the cost of the property rental on bookings of a week or more. It does NOT cover any additional related expenses which may have been incurred and does NOT cover any event where our obligations are prevented or affected by reason of force majeure. Please refer to section 20.

14. Complaints

All complaints must first be referred to Deluxe Holiday Homes during the holiday let period to allow remedial action to be taken.

15. Non-availability of Property

If for any reason beyond Deluxe Holiday Homes' control the property is unavailable on the day when the holiday let is due to begin (e.g. due to flooding, boiler breakdown, fire damage etc.) or the property becomes unsuitable for holiday letting, and or due to the property being served with a Noise Abatement Order. Clients will receive a full refund of all payments and non refundable charges already paid. Deluxe Holiday Homes will make every effort to find a suitable alternative property but the Clients shall have no further claim against Deluxe Holiday Homes. Please also refer to section 20.

16. Night Time Noise

The Anti-social Behaviour Act 2003 amended the Noise Act 1996 and enables local authorities in England and Wales to tackle night time noise emitted from dwellings and gardens between the hours of 11.00 pm and 7.00 am. To enforce these powers local authorities must ensure that an environmental health officer takes reasonable steps to investigate complaints about noise emitted from dwellings. If the officer is satisfied that noise exceeds the permitted level, a warning notice may be served on the person responsible i.e holiday Guest. If the warning is ignored, the officer may issue a fixed penalty notice of £100, enter the dwelling and confiscate the noise making equipment (obstructing confiscation carries a fine of up to £1000), or prosecute (fine up to £1000), which shall be payable by the holiday Guest. Upon arrival you will need to sign another Night Time Noise notice

and a Noise Abatement Notice.

17. Liability

Deluxe Holiday Homes accepts no liability for any act, neglect or default on the part of any person not employed by them or under their control, nor for any accident, damage, loss, injury, expense or inconvenience to either person or property which the guests, or any other guest on the booking form, may suffer or incur arising from, or in any way connected with, the Holiday Let. Please also refer to section 20.

18. Breach of Contract

If the Guests breach any of the above terms and conditions Deluxe Holiday Homes reserves the right to re-enter the property and terminate the holiday let.

19. Validity Clause

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provisions or part shall, to that extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

20. Force Majeure

Deluxe Holiday Homes do not accept liability or pay compensation for any loss, damage or expense where our obligations are prevented or affected by reason of force majeure.

Force Majeure means any event which could not, even with all due care, foresee or avoid such as war or threat of war, riots, civil strife, terrorist activity, epidemic, pandemic, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.

21. Web Descriptions

While every effort is made to make the web site descriptions as accurate as possible, some of the information contained relates to factors which are beyond the control of Deluxe Holiday Homes, such as shops, public houses etc. Details of such establishments may change without Deluxe Holiday Homes' knowledge and cannot be absolutely relied upon.

22. Price Change

Deluxe Holiday Homes reserves the right to amend prices quoted on the Web site due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.



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23. Refundable Householder Deposits/Damage Deposits

Deluxe Holiday Homes will collect cash refundable household deposits and then, providing no damage is reported, will refund these within 7 days of the end of the holiday.

24. Discrepancies

This web site and these Booking Conditions replace and supersede all previous web sites and booking conditions, and in the case of any discrepancy between these booking conditions and the contents of any Deluxe Holiday Homes web site, these conditions shall prevail.

25. Governing Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by English Law. Tenants submit to the exclusive jurisdiction of the English courts.

I acknowledge I have read and agree to the above Terms & Conditions:

Name: _____

Signature: _____

Date: _____