



TERMS AND CONDITIONS

1. Definition of Terms

Parties applying to let a holiday property are referred to as 'the Clients' until the commencement of their let when they are referred to as 'the Guests'. Contracts to let the holiday 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. A signed copy of these Terms & Conditions must be emailed to events@deluxeholidayhomes.co.uk prior to the commencement of the holiday let. A reservation form will be emailed to you separately and must also be completed before arrival. Failure to return both completed forms, will invalidate the booking.

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.

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. If the balance has not been paid by this time, Deluxe Holiday Homes reserves the right to cancel the booking.

Deluxe Holiday Homes is not obliged to send reminders. The date on which the balance is due is clearly indicated on the invoice dispatched to Clients upon receipt by Deluxe Holiday Homes of the non-refundable deposit. VAT is included in the holiday cost. Deluxe Holiday Homes reserves the right to amend prices quoted on web sites, or in their brochure due to any errors, omissions or changes in the rate of VAT.



4. Bookings

Payments will only be accepted through stripe or internet bank transfers.

5. 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 25 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.
- d. Should the person completing the booking form, not be able to attend the holiday, a new reservation form and Terms and Conditions will need to be completed by another person(s).

6. Eligibility

Bookings will not be accepted without prior consent from Deluxe Holiday Homes from groups of single persons under the age of 25.

7. The Holiday Let Agreement

The Holiday let Terms and Conditions provides the Guests the right to occupy a property for a holiday for the period specified within the Holiday Agreement.

8. Holiday Let Period

Each property will be available from 4pm on the first day of the holiday and must be vacated by 10am on the departure date unless otherwise agreed in writing by Deluxe Holiday Homes. Guests will be liable for all costs incurred as a result of an unauthorised extension.

9. Pets

Pets are only permitted at properties with the prior written consent of Deluxe Holiday Homes 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 pet policy form will be required to be completed prior to arrival. Should pets need to be left, then Deluxe Holiday Homes must be informed for whatever reason.

10. Guests Obligations

- a. You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. To pay for any losses or damage to the property caused by the Guests or a member of their party.
- b. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
- c. 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 at the expense of the Guests and must be paid in full before departure, failing which the cost will be deducted from the security deposit.
- d. To allow Deluxe Holiday Homes access to the property at all times in the event of an emergency and reasonable access for all other reasons e.g. maintenance.
- e. 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.
- f. To notify Deluxe Holiday Homes prior to the commencement of the holiday of any changes to party numbers.
- g. To not cause undue noise or disruption or become a nuisance to occupants of any adjoining premises. See section 16
- h. Not to smoke inside of any property.
- i. To hand in all gate fobs and keys upon departure or leave them where instructed by Deluxe Holiday Homes. If they are not returned the cost of replacement will be deducted from the security deposit and/or bank account.
- j. STAG AND HEN PARTIES - A cash deposit of £25.00 will be required from each guest upon arrival which will be returned to the Guests seven days after departure by bank transfer, provided there have been no damages to the property and/or the noise officers have not been called out during your stay.

- k. Hot Tubs – where a property has a hot tub the following apply:
- k.i) Use of the hot tub is not permitted unless the hot tub form has been signed and returned to Deluxe Holiday Homes;
 - k.ii) Hot tubs cannot be used and or will NOT be put up if the temperature is below 4 degrees;
 - k.iii) Hot Tubs are used entirely at the Guests own risk.
 - k.iv) Hot tubs MUST be kept on at all times.

11. Alterations to the date of a Booking

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 12). The dates of the holiday may be changed providing the same property is available for the new dates. In either case a re-booking fee of £100.00 is payable.

12. Cancellations

All cancellations must be notified to Deluxe Holiday Homes in writing within 7 days of the event that gives rise to the cancellation.

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

- 100% refund of the total cost should you need to cancel your booking, providing your stay is at least 30 days away, less your non-refundable deposit.
- 50% refund of the total cost should you need to cancel your booking, providing your stay is at least 14 days away, less your non-refundable deposit.

The need for prompt notification of cancellation is paramount.

In the event of a cancellation due to death, injury, illness or summons for jury service of the Guest or a Close relative (as defined) which, in Deluxe Holiday Homes opinion, reasonably prevents the Clients from fulfilling the booking Deluxe will exercise its discretion in making a refund or may offer an alternative 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 letter providing 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.



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.

None of the above cancellation provisions are applicable once the holiday let period has commenced and no refunds will be made in the event that a Guest has to leave occupation of the Property before the end of the holiday let.

13. Complaints

All complaints must be referred to Deluxe Holiday Homes by email during the holiday let period to allow remedial action to be taken. No compensation or redress will be available to Guests for any reason if Deluxe Holiday Homes has not been advised by email of a problem during the holiday let period.

14. 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, 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 19.

15. 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 a Night Time Noise notice.

16. 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 19.

17. 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.

18. 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.

19. 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.



20. Web Descriptions/Photographs

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.

Guests accept that photographs may be taken of them at the property during the holiday let period and confirm that any copyright to these photographs remains with Deluxe Holiday Homes.

21. 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.

22. Discrepancies

This web site and these Terms & 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.

23. Data Protection

Deluxe Holiday Homes complies with all relevant Data Protection legislation including the General Data Protection Regulations.

Deluxe Holiday Homes will never sell your data and promises to keep your details safe and secure and only for as long as reasonably necessary.

The Reservation Form contains a consent section which the nominated party leader must sign and return before the booking is complete.



24. Governing Law and Jurisdiction

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

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

Name: _____

Signature: _____

Date: _____

Please sign and email a copy of these Terms & Conditions to events@deluxeholidayhomes.co.uk

before the commencement of the holiday let. Failure to do so will invalidate your booking.