

Terms and Conditions

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS.

1 The Hidden House, Dawlish.

The contract for a short-term holiday rental will be between The Hidden House (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking conditions, the law of England and Wales will govern the Contract. The contract of hire is not effective until we have received 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 the booking and the booking form must list names, addresses and ages of your party.

2 Duration and Times of Lettings

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so will result in you being charged a further day's rental. 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 Tennant 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.

3 Booking Procedure

Whilst we are prepared to consider requests for reservations of the properties, the confirmation of a reservation shall not render us liable in the event that the property is unavailable for occupation during the period reserved and no contract will arise between us and you otherwise than in accordance with the following provisions of these terms and conditions.

4 Booking Form

All applications to book holidays in the properties must be submitted by you to us using our standard booking form for the time being in force("Booking Form"). The Booking Form must be fully completed by you and must be accompanied by payment of the booking fee. The amount of the booking fee shall be as follows:

1. If the booking fee is submitted 4 weeks or more before the commencement of the requested holiday letting period - 50% of the full amount payable in respect of the letting;
or
2. If the booking form is submitted less than 4 weeks before the commencement of the requested holiday period - the full amount payable in respect of the whole of the letting period.

In the event that we decline an application, the full amount of the booking fee will be refunded to you. In the event that an application is accepted, the booking fee will be retained by us and treated as a payment on account of the amount payable in respect of the letting.

5 Acceptance of an Application

The contract between us and you for the letting of the property shall arise upon us giving written confirmation of acceptance of your application (which at our discretion may be dispatched by pre- paid post or electronically to any email address provided by you in the booking form) or upon us having obtained clear funds in respect of the application fee whichever is the later.

6 Payment

The full amount of the payment for the fee for the letting (less the amount to which clause 4) shall be paid on the "due date" namely:

1. In a booking in which clause 4i applies, not later than 7 days before the commencement of the letting; or
 2. In a booking to which 4ii applies, upon our acceptance under clause 5.
- VAT is not payable in the rental charge of the property

7 Failure to pay

Non-payment of the sum payable under clause 6 by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client. The terms as to payment in clause 8 thereafter apply.

8 Cancellation

ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE.

Any request to cancel a booking must be made to writing to us. You shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of the cancellation. We will use our reasonable endeavours to re-let the property in respect of the cancellation period. If we are successful you will be refunded the difference between moneys you have paid less the sums receivable from the re-letting after deduction of all costs and expenses incurred by us.

9 Changes

We reserve the right to amend the price quoted in a brochure or rates sheet due to errors or omissions or changes in the VAT rate. In such circumstances we will contact you as soon as we become aware of an increase in charges. If you do not wish to pay the increase you shall be entitled to cancel the reservation and receive a full refund for all monies paid in respect of the reservation providing notice of cancellation is given in accordance with the provisions of clause 4 and within 7 days of you receiving notice of the amendment to the price to be charged from us.

10 Changes to bookings

We will consider any request to change dates after confirmation has been issued. We reserve the right to charge an administration fee of £25 in the event a change of booking is made.

11 Occupancy and Use of Property

Under no circumstances may more than the maximum number of persons stated in the brochure and the web site occupy the property. We 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 of The Hidden House, unless prior written consent has been obtained by us.

To exceed the maximum number of persons in the cottage overloads the facilities available which are not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

12 Care of the Property

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, 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 properties 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 other neighbouring

properties. We request noise to be kept to a minimum between the hours of 11pm and 7am. Smoking is not allowed in any of the properties or in any communal areas.

13 Damages and Damage Deposit

Bookings of The Coach House require a damage deposit of £500.00. You will be required to make this payment by either cash, cheque, bank transfer or card before your arrival at your accommodation. This amount is fully refundable within 4 weeks of your departure, providing the property is left clean and tidy, that there have been no breakages, extra cleaning required or any extra people found to be staying at the property.

In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during your reservation period you will be notified in writing of the details of any extra costs incurred within 14 working days after the end of the reservation period and this amount shall be deducted from the Damage Deposit or payment will be required by you.

Please note – Whilst we allow dogs to stay at the Hidden House, we expect that all dog mess is cleared from the garden and patio area and that you wash any residue from the patio area before leaving. For every dog mess that our cleaners find and are forced to clear, you will be charged £10 deductible from your damage deposit.

14 Groups

You confirm that you are authorised to sign the booking form on behalf of all persons who will occupy the property and that those persons are aware of the booking conditions. You shall be a member of the party occupying the property and are required to ensure that:

1. Each member of the party on whose behalf you have submitted the Booking Form is listed on the booking form with his or her full name and age if under 30;
2. Each member of the party is aware of and will comply with all rules and regulations published by ourselves in respect of the use and occupation of the Properties;
3. The number of persons within the party shall not exceed the maximum number of persons permitted to occupy the property.
4. Any breach of these provisions will constitute a breach of contract, thereupon we may terminate the booking forthwith in which event all moneys paid by you will be forfeited and you may be required to vacate the property.
5. We reserve the right to repossess the property at any time where damage or nuisance have been caused by you or any member of your party and in such event we shall not be liable to make any refund whatsoever.

15 Liability

This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of any breach of this agreement; any use made by you or any third party residing or making use of the property during your period of reservation and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of us for death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

We shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement.

Any vehicle of yours or any third party making use of the property during the period of your reservation is left at the property entirely at the risk of the owner of the vehicle.

16 Force Majeure

In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full to you all fees, charges and any deposit paid in advance by you. We will not be liable for any other claim for loss or damage by you.

17 General

(a) In the event of any conflict between these booking conditions and any other contents of any brochure or website, these conditions shall prevail.

(b) These terms and the contract between you and us shall be subject to and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any claim arising from such contract.

(c) Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.

(d) Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.

WE REQUIRE THAT OUR GUESTS READ AND SIGN THE FOLLOWING CONDITIONS WHICH SHOULD BE READ IN CONJUNCTION WITH AND FORM PART OF THE BOOKING CONDITIONS.

1. To behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the property.

2. Your holiday or that of any third party residing or making use of the property during the period of your reservation in breach of this clause may be terminated immediately and without Compensation or any further obligation. Any damage to facilities arising out of misuse or as a result of negligence and/or failure to follow the instructions herein will be chargeable to you.

3. When using candles in the candelabra you must never leave it unattended when lit

4. Heating must be switched off when out and overnight and on checkout. Windows and doors must be closed and locked when you are out/checkout. Please do not leave electrical appliances such as phone chargers, hair straighteners plugged in when out or at night.

18 Regulations and Conditions Regarding Pets

We require that our guests read and sign the following conditions which should be read in conjunction with and form part of the booking conditions.

You agree:

1. Never to leave any pet unattended in the property or garden.
2. Not to allow any pet on the furniture, especially not the beds.
3. To bring all pet bedding required and towels for drying the pet when required.
4. To ensure that any pet is clean and dry before allowing inside the property.
5. To ensure that pets behave in such a manner as not to disrupt the enjoyment of other people staying in the vicinity or prejudice the reputation of the owner of the property.
6. To promptly pick up all dog mess from the garden and to not allow your dog to foul the the patio area. Please note you will be charged £10 per dog poo that our cleaners find.

19 Security and Privacy

The Hidden House, Dawlish will ensure that:

1. Personal data is only used for the legitimate interests of The Hidden House and does not unduly prejudice the rights and freedoms of the individual in question.
2. Personal data will be processed fairly and lawfully in accordance with the Data Protection Act.
3. They will not process "sensitive" personal data without prior consent from the member.
4. Access will be granted to computerised personal data in the form of a computerised "printout", and to manual personal data at its discretion.
5. Information processed is accurate, relevant, current, up to date and not excessive.
6. Personal data will be kept only for so long as is necessary for the specified purposes.

20 Disclaimer

Please be forewarned that it is possible to catch computer viruses by accessing a web page or by downloading or running an infected program. Whilst The Hidden House has taken steps to ensure that the pages on this web site are free from infection, such is the nature of the Internet that no assurance can be given that the pages of this web site are indeed free from infection. It is a condition of us allowing you free access that The Hidden House will not be liable for any loss or damage suffered by any person accessing this web site or any third party resulting directly from the transmission of a computer virus resulting from the accessing of this web site.

Please note that the information available on this web site may be incomplete, out of date or incorrect. It is therefore essential that you verify all such information with us before taking any action in reliance upon it. It is a condition of us allowing you free access to the material on this web site that you accept that we will not be liable for any action you take in reliance on the information on this web site.

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