BOOKING CONDITIONS

DEFINITIONS In these Booking Conditions:

"Booking" means a booking for a Property.

"Booking Conditions" means the terms and conditions of these booking conditions, including the general notes.

"Booking Form" means the booking form supplied by the booking office or obtained from the Website, completed and submitted to us.

"Contract" means the contract between You and the Owner for the Selected Property as may be amended from time to time in writing between You and Devon Hideaways or the Owner.

"Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals.

"Devon Hideaways" means Devon Hideaways, a trading name of Cornwall Hideaways Limited, a company registered in England and Wales with company number 03514233 whose registered office is at HPB House, Old Station Road, Newmarket, Suffolk, CB8 8EH.

"Owner" means the owner of the Selected Property and "we" and "our" relate to the Owner.

"Property" means any of the properties advertised in any manner including but not limited to printed materials, advertising or on the Website.

"Rental Fee" means the total fee for the Selected Property as set out in the booking form supplied by the booking office or on the Website or as otherwise agreed in writing including rental, heating, electricity, use of bed linen/towels (if supplied) and VAT if applicable but excluding any charges for additional services provided by Devon Hideaways or the Owner other than Devon Hideaways' own booking fee which is included.

"Rental Period" means the period of time for which You wish to rent the Selected Property as stated in the Booking Form or other written confirmation of the Booking from You.

"Selected Property" means the Property specified by You in a Booking.

"Website" means Devon Hideaway's Website at www.devonhideaways.co.uk.

"You" means the person who makes a Booking.

1 AGENCY
1.1 Devon Hideaways arranges short term holiday rentals of the Properties (including the marketing, booking and liaising services) as agent for the Owner of the relevant Property and, in some cases, manages a Property as agent for its Owner as well.

2 CONTRACT
2.1 The Contract for renting the Selected Property is between You and the Owner and it incorporates and is subject to these Booking Conditions.

2.2 By making a Booking you are deemed to have made an offer to enter into a contract with the Owner for the letting of the Selected Property in accordance with the Booking Conditions.

2.3 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when Devon Hideaways issues a Booking confirmation to you pursuant to condition 3.5.

3 BOOKING AND PAYMENT
3.1 You may make a Booking by
- Contacting Devon Hideaways by telephone on 01548 707015; or
- Sending an email giving details of your Booking requirements to Devon Hideaways at enquiries@devonhideaways.co.uk; or
- Booking online at www.devonhideaways.co.uk

3.2 If, when making your Booking, the start date of your proposed Rental Period is more than 8 weeks away, You must pay a non-refundable deposit to Devon Hideaways. This deposit is one third of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.

3.3 The entire Rental Fee is payable at the same time as your Booking if the Booking is made 8 weeks or less before the start of the Rental Period.

3.4 Devon Hideaways reserves the right to cancel your Booking at any time and retain the deposit if the balance is not received by the due date.

3.5 Devon Hideaways will issue a Booking confirmation to you once you have either made a booking via the office or you have successfully completed the online booking process and once monies due at the time of Booking have been received in cleared funds. You should check the Booking confirmation form carefully and notify Devon Hideaways within 24 hours in case of any discrepancy or mistake.

3.6 Devon Hideaways or the Owner may at any time before Devon Hideaways issues a Booking confirmation accept bookings from other customers for the Selected Property.

3.7 If the Selected Property is unavailable for your selected Rental Period and Devon Hideaways is unable to accept the Booking for this or any other reason, Devon Hideaways will return all money received from you in full.

4 METHODS OF PAYMENT
4.1 You may pay by credit card, debit card or BACS if making payment for a Booking made more than 3 days before the start of the Rental Period.

4.2 For Bookings made less than 3 days before the start date of the Rental Period, no credit card payments will be accepted. Payment must be made by debit card or BACS. In addition, two forms of proof of identity (one of which must be proof of your home address) will need to be supplied for these last-minute bookings.

5 CANCELLATION
5.1 If You cancel the accepted/ confirmed Booking for any reason, you must notify Devon Hideaways by email at enquiries@devonhideaways.co.uk or in writing at the address stated in these Booking Conditions.

5.2 A cancellation charge is payable depending on the number of days (or part thereof) before the Rental Period start date that the notice of cancellation is received by Devon Hideaways. The amount payable is set out below, where number of days refers to the number of days' notice given at cancellation prior to Rental Period start date, and the Cost refers to the percentage of the Rental Fee of the Selected Property:

No. of days prior to the start of the Rental Period booked	**The Cost you will incur to cancel your confirmed Booking**
1–28 days	100% of the Rental Fee
29–56 days	50% of the Rental Fee
57 days or more	Full deposit under Condition 3.2

5.3 Please note that should a cancellation be made, the Owner shall be entitled to retain sums received from you in accordance with further condition 5.5.

5.4 If the Selected Property which you have booked and which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, Devon Hideaways will use reasonable endeavours to find a suitable alternative Property. If an alternative Property is unavailable, you will be reimbursed any sums received from you in respect of the Contract.

5.5 If you agree to take an alternative Property, you will be sent a Booking confirmation setting out details of the new Property, Rental Fee and Rental Period and you will be deemed to have entered into a new contract with the Owner of the new Property (deemed to be the Selected Property), such contract to have incorporated these Booking Conditions and you shall be liable to make payments in accordance with these Booking Conditions.

6 RENTAL PERIOD
6.1 The Rental Period commences, unless otherwise notified, at 4.00 pm on the day of arrival and terminates at 10.00 am on the day of departure.

6.2 On some Properties for a minimum stay of 2 nights at certain times of the year late departures may be available at Devon Hideaways' discretion for a fee, which must be paid in advance of the arrival date and confirmed by Devon Hideaways. This may be by telephone or by emailing enquiries@devonhideaways.co.uk

6.3 Rental Periods may not exceed 28 nights.

6.4 Devon Hideaways will notify you, once you have paid the Rental Fee in full, if a late departure is available and what the fee will be. This fee must be paid at the time of the request.

6.5 If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed under conditions 6.2 and 6.3, you may be subject to an unauthorised late departure charge for the additional time based on the applicable daily rate for the Selected Property.

7 CHANGES OF RENTAL PERIOD
7.1 Devon Hideaways will endeavour, but is under no obligation, to consider a request from you to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:
- the Rental Period is more than 8 weeks prior to your request;
- the Selected Property is available for the new Rental period requested;
- the Selected Property Owner agrees;
- you pay an administration fee, £42.00 (including VAT) at time of publication but variable, and any sums due in respect of any higher Rental Fee for the Selected Property for the new dates.
- if the Rental Fee for the changed Rental Period is lower than the original Rental Period, Devon Hideaways will pay You the difference between the two Rental Fees if the Selected Property is able to be re-let for your original Rental Period. If it is not able to be re-let, no refund of any Rental Fee will be due to You.

8 USE OF SELECTED PROPERTY
8.1 You agree that the number of people staying in the Selected Property will not exceed the maximum number stipulated in promotional materials or on the Website. Infants under the age of 2 years at the start of the Rental Period may also stay if sleeping in a cot up to a maximum number of infants equal to the number of bedrooms at the specified Property (unless stated otherwise in promotional material or on the Website).

8.2 You agree that the Selected Property will be used for personal and domestic purposes only.

8.3 You agree that the Selected Property will not be used for any commercial purposes without the written consent of Devon Hideaways.

8.4 You agree that the Selected Property will not be used for any activity or in such a way that causes a nuisance or annoyance to neighbours of the Selected Property.

8.5 You and your guests will comply with any reasonable regulations relating to the Selected Property or the site within which the Selected Property is situated. These will be communicated to You prior to or upon your arrival.

8.6 Smoking of tobacco in any form or E-cigarettes

is not permitted within any Property offered by Devon Hideaways.

9 CARE OF SELECTED PROPERTY
9.1 You agree to keep the Selected Property and its contents in the same condition and repair as found on your arrival at the Selected Property and shall procure that your guests shall also take such care of the Selected Property and its contents.

9.2 If the selected property is included in the Damage Waiver scheme, then the costs of making good any accidental loss or accidental damage to the Selected Property and/or its contents caused through act or omission of You, any of your guests or accompanying animals up to the predetermined amount will not be recoverable from You. This amount will be specified in the booking confirmation. Where any such accidental loss or accidental damage so caused exceeds this amount, You agree to pay to Devon Hideaways, acting on behalf of the Owner, upon written demand, any reasonable costs incurred in making good any such accidental loss or accidental damage above the predetermined amount. You are fully responsible for any loss or damage caused by you, any of your guests or accompanying animals that is not deemed as accidental.

9.3 If the selected Property is not included in the Damage Waiver scheme, You may be required by the Owner to pay a security deposit at the time of booking. If this applies to the Selected Property you will be advised of the amount at the time of Booking. The security deposit will be refunded at the end of the Rental Period (less any reasonable costs for loss or damage). You are fully responsible for the costs of any loss or damage caused by you, any of your guests or accompanying animals that exceeds the security deposit amount.

9.4 You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by Devon Hideaways or the Owner from time to time.

9.5 You must ensure the Selected Property is always left secure, securing doors and windows as needed, and keeping the Selected Property keys under your control at all times, or by depositing the keys in the key safe (if provided) during the Rental Period.

9.6 You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including removing all refuse to the designated refuse collection bins or local recycling point, and cleaning up after any animals which you have been permitted to bring to the Selected Property). Devon Hideaways may charge you for the reasonable costs of any additional cleaning, including BBQ cleaning, and refuse removal if this is reasonably considered necessary.

10 PETS
10.1 Dogs are welcome in some Properties, but there is a charge for taking pets, to help cover the cost of housekeeping. For details, please contact Devon Hideaways or visit the Website. A small selection of Properties will accept more than one well behaved dog. You should check the Selected Property details and specify that you wish to bring a dog(s) at the time of Booking so that Devon Hideaways can confirm whether or not this will be permitted.

10.2 Registered assistance dogs are allowed in all Properties at no extra charge, even where the Property description states that dogs are not allowed.

10.3 You must ensure that: Dogs are properly controlled and supervised at all times; dogs are not to be left unattended at the Selected Property; and dogs are not allowed in any of the bedrooms or on any of the furniture. You are advised to bring a pet basket/crate.

10.4 Guests with allergies should be aware that the Owner cannot guarantee that there have been no dogs at the Selected Property, nor (subject to Condition 14.2) does the Owner accept any liability for any suffering which may occur as a result of such pets having been present.

11 RIGHT OF ENTRY
Devon Hideaways and the Owner shall have the right of entry to the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

12 RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT
12.1 Devon Hideaways and the Owner reserve the right to refuse Bookings from: (a) groups of people under the age of 21; and/or (b) hen or stag parties.

12.2 You must inform Devon Hideaways at the time of Booking if your party falls under Condition 12.1(a) and/or 12.1(b).

12.3 Devon Hideaways and the Owner reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by Devon Hideaways or the Owner or You which shall remain following termination and ask You and your guests to leave the Selected Property immediately if it is deemed necessary by Devon Hideaways or the Owner as a result of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.

12.4 In the event that your Contract is terminated in accordance with Condition 12.3, the Owner reserves the right not to refund to you any part of the Rental Fee in respect of the shortened Rental Period.

13 COMPLAINTS
13.1 Should there be any cause for complaint during your stay in the Selected Property, you should notify Devon Hideaways promptly and describe the nature of the complaint and support it with photographic evidence where possible.

13.2 Complaints about cleanliness must be reported on the day of arrival with photographs taken and supplied to Devon Hideaways. If You decide to remedy the complaint yourself, and do not supply photographs or allow the Owner/housekeeper/ Property Manager or Devon Hideaways access to the Selected Property to put right your complaint, compensation cannot be offered.

13.3 Within the Selected Property there will be the telephone number for the Owner/housekeeper/ Property Manager of the Selected Property, who you can contact in the event that you have a problem with the Selected Property. If the Owner/ housekeeper/Property Manager is unavailable, please contact Devon Hideaways on 01548 707015.

13.4 Devon Hideaways will use its reasonable endeavours to resolve any complaints on behalf of the Owner but, in accordance with condition 14.1, accepts no liability for its actions all of which are performed on behalf of the Owner who shall be solely liable.

13.5 If You or any of your guests elect to leave early without notifying the Owner or Devon Hideaways of a complaint, compensation for lost Rental Fees cannot be offered.

13.6 If you wish to make a complaint after your Rental Period has ended, please do so to Devon Hideaways in writing within seven days. However, please note that compensation cannot be offered where a complaint has not been raised during your stay and the Owner or Devon Hideaways have not been given the opportunity to resolve it.

13.7 Any compensation payment will be made to the payment method provided by You when making your Booking within 14 days of the end of the Rental Period.

14 LIABILITY
14.1 Devon Hideaways acts as agent on behalf of the Owner and is not liable to You or any of your party under or in connection with the Contract (save in respect of condition 16) or for any acts or omissions of the Owner or its other agents or representatives.

14.2 Nothing in these Booking Conditions shall limit or exclude the liability of the Owner or Devon Hideaways for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

14.3 Subject to condition 14.2 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.

14.4 Subject to condition 14.2 the Owner and/or Devon Hideaways shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

14.5 Subject as stated in condition 14.2, the aggregate liability of the Owner and/or Devon Hideaways to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding three times the total amount of the Rental Fee received from You.

15 FORCE MAJEURE
15.1 Neither Devon Hideaways nor the Owner shall be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. Devon Hideaways or the Owner shall notify You as soon as reasonably practicable upon it becoming aware of any item that may fall under this clause 15.

16 DATA PROTECTION
16.1 For the purposes of this clause, capitalised terms not defined elsewhere in this Contract shall have the meaning set out in the Data Protection Legislation. The Owner and Devon Hideaways are joint Data Controllers of all Personal Data provided to Devon Hideaways by You. The Owner agrees that Devon Hideaways can process such Personal Data on its behalf, for the purposes of processing and administering your Booking.

16.2 If CCTV is present at the property, the Owner is the Data Controller of that Personal Data.

16.3 The Owner and Devon Hideaways will comply with the Data Protection Legislation and any directions issued by the Information Commissioner in the processing of such Personal Data.

16.4 To the extent that Devon Hideaways is a Processor, You agree that Devon Hideaways may Process the relevant Personal Data and may need to pass your Personal Data on to third parties and organisations who need to know them so that the Booking can be provided.

16.5 When acting as a Processor, in relation to the Booking and the Contract, Devon Hideaways shall:

16.5.1 Process the Personal Data only to the extent necessary for the purpose of providing the services and in accordance with any written instructions from You and this Clause 16;

16.5.2 implement and maintain appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

16.5.3 not transfer the Personal Data outside of the EEA unless adequate levels of protection are in place;

16.5.4 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

16.5.5 not engage any third party to carry out its Processing obligations other than by way of a written contract which confirms that such third party will, at all times during the engagement, be subject to Processing obligations which comply with the Data Protection Legislation;

16.5.6 as soon as reasonably possible and without undue delay notify You about any request (including subject access requests) or complaint received from Data Subjects without responding to that request (unless authorised to do so by You) and assist You by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints at its then-current rates;

16.5.7 notify You without undue delay as soon as Devon Hideaways becomes aware of any relevant breach in data security.

16.5.8 maintain appropriate records and information in compliance with Data Protection Legislation and on request by You, make available such records and information necessary to demonstrate Devon Hideaways' compliance with this Clause 16 and otherwise permit, and contribute to, audits carried out by You (or Your authorised representative) at its then-current rates; and

16.5.9 on termination or expiry of this Contract, destroy or return (as You direct) all relevant Personal Data in its power, possession or control and delete all existing copies of such data except to the extent it is required to retain a copy of the Personal Data by law.

16.6 You acknowledge that Devon Hideaways may also Process and store your personal details for its own administration, market analyses and operational reviews.

16.7 You consent to Devon Hideaways appointing the third-party Processors needed to complete the relevant Bookings.

16.8 You acknowledge that Devon Hideaways will collect name, address, email and other contact details (as well as bank details, in some cases) in order to complete the Booking, and names and age ranges of all members of your party, and that Devon Hideaways' Processing of such Personal Data shall continue for the duration of this Contract.

16.9 Full information on how Devon Hideaways will use your personal data is available in our privacy policy on the Website, which includes details of how You may contact us if you have any queries.

17 MISCELLANEOUS

17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.2 You shall not, without the prior written consent of Devon Hideaways acting as agent for the Owner, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.

17.3 A person (other than Devon Hideaways) who is not a party to this Contract shall not have any rights under or in connection with it.

17.4 The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

GENERAL NOTES

PUBLISHED DETAILS Devon Hideaways for itself and as agent and the Owners of Properties aim to ensure that the particulars of the Properties as they appear in any promotional materials or on the Website are accurate. Nevertheless, on occasions there may have been a change of circumstances and the Website cannot always be up to date. For example, furniture may have changed or the local shop or pub may have closed for business.

Please ensure that you check all of the details on your Selected Property (including price) with Devon Hideaways at the time of Booking. Devon Hideaways will endeavour to notify You of any changes or inaccuracies in any information contained on the Website, or otherwise provided to You, as soon as reasonably practical after we become aware of any such change. This includes changes to any furniture, bed configurations, pet permissions or facilities.

GUEST SAFETY The Owner and Devon Hideaways take the safety of guests very seriously. Therefore, we ask that guests take a few moments to think about their safety at the Selected Property. In particular You should:

1) Read any safety information that is provided to you before you arrive at the Selected Property.

2) When you arrive, read and take note of specific safety information provided in the Selected Property in the Information Folder or on any Fire Notices.

3) Check the layout of the Selected Property and any provided fire escape plan, so that in an emergency You and your party can get out quickly and easily.

4) Check the locations of the fire extinguishers and fire blanket if provided, and read the instructions for use.

5) Check the location of the first aid box.

If you have any concerns about the safety of the Selected Property, whether it be the garden, equipment or facilities, You should contact the Owner or Devon Hideaways immediately.

SPECIAL REQUIREMENTS We strongly advise you to read the Additional Information in the Property listing on the Website in order to assess the suitability of any Property before placing a Booking; or please contact us in order to discuss any particular needs that you may have prior to booking.

We will endeavour to help those in your party with special requirements by recommending Properties that are suitable; please refer to our Website or contact our Booking Office at the time of Booking.

LOCATION Properties in rural locations can experience some animal noise and smells, and occasionally noise from grass cutting or other farm machinery or activities. Some Properties are situated on non-surfaced roads/tracks. Flora and fauna: In rural areas, insects and other creatures are fairly common and not necessarily an indication of poor housekeeping standards. Whilst preventative action is always taken by the Property Owners, these creatures can never be eradicated completely.

EMERGENCY/OUT OF HOURS CALL-OUTS Devon Hideaways' working hours are 9:00am to 5:00pm Monday to Saturday. If you call Devon Hideaways outside of these hours, and it is not deemed to be an emergency, your call will be dealt with on the next working day. If a call-out is attended to, and the issue is found to be due to user error, You will be charged any call-out charges incurred.

GUEST DAMAGE You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

DAMAGE WAIVER EXCLUSIONS

The Damage Waiver does not include repair or replacements that may be required as a result of any guest using hair dyes or fake tans at the Property, or costs arising from lost keys or being locked out of a property. The Booker will be liable for all costs incurred in remedying these situations.

OTHER ISSUES Special Requests: Special requests may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by us form part of our contractual obligations. Unless agreed in writing by Devon Hideaways on behalf of the Owner, Devon Hideaways does not accept liability for special requests that are not fulfilled.

Withdrawal of Facilities: We reserve the right to alter or withdraw amenities or facilities or any activities at the Property without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

Building Work: Neither the Owner nor Devon Hideaways can be held responsible for any building or road workings which may be carried out close to your Selected Property or work by utility companies which may cause a temporary loss of service. Where we are aware of any anticipated works, we will endeavour to advise You in advance of your arrival.

Travel insurance: You are strongly advised to arrange Your own travel insurance to cover your Booking at the Selected Property.

TV, Wi-Fi and Mobile Signal: Neither the Owner nor Devon Hideaways can be held responsible for the non-availability or poor quality of TV, Wi-Fi or mobile telephone signal at or around the Selected Property as these are matters beyond their control. Where a Selected Property is advertised as having Wi-Fi, neither the Owner or Devon Hideaways give any guarantee as to availability or usable speed. You must comply with all current rules for the use of streaming accounts whilst at the Property.

Parking: All cars used by You or Your guests at the Selected Property are parked at your risk. The Owner and Devon Hideaways do not accept any responsibility for any damage or loss however caused.

Charging electric vehicles: Electric vehicles may only be charged at the Selected Property if specific facilities are provided. You are strictly forbidden from using unauthorised charging cables and connecting them to a Property's domestic electricity supply.

Paddling pools etc: Paddling pools, portable hot tubs, etc may be allowed at a Property, but only with the Owner's prior permission. You may be required to pay an additional charge for water and electricity prior to arrival. The Owner and Devon Hideaways accept no responsibility for any damage or loss however caused if you bring these items to the Property.

Lost property: The Owner or Devon Hideaways are happy to return items of lost property to You. There will be a charge of £25.00 plus postage for this service.

Updates to Booking Conditions: Devon Hideaways reserves the right to update these Booking Conditions from time to time. Any updates to these terms will be reflected on our Website, and included in the contract that You receive.