

## Visitors Terms & Conditions

CHOICE COTTAGES ("we/us"), act as booking agents for the owners of accommodation let for holidays making booking contracts between you, the visitor, ("you"), and the owner ("the owner"), of the property you have requested for your holiday.

### 1. Bookings

1.1 Your booking must be on our Booking Form and sent to us with a booking fee and a deposit of one-third of the total holiday letting fee. COMPLETION OF THIS FORM AND ITS SUBMISSION DOES NOT CONSTITUTE A BOOKING UNTIL (A) YOU HAVE RECEIVED A BOOKING CONFIRMATION (BOOKING NOTICES / RESERVATIONS EXCLUDED) FROM US AND (B) WE HAVE PROCESSED AND CLEARED FULL PAYMENT FROM YOU BY, CREDIT OR DEBIT CARD. You will be sent a VISITOR BOOKING CONFIRMATION, confirming the booking. The balance of the letting fee must be received by us, acting as agents for the owner, not later than ten weeks before the beginning of your holiday. In the event of a visitor cancelling and if the property cannot be re-let you will have to pay the whole quoted price for the period booked (hence the need to insure) (See Condition 10).

### 2. Occupying the property

2.1 Properties are, unless otherwise stated in the property's description, available for occupation from 4 p.m. on the first day of your holiday and must be vacated by 10 a.m. on the last day. The license from the owner shall permit you and the members of your party as named on the booking form only (no-one else) to occupy the property for holiday purposes only. For the avoidance of doubt, you may invite friends over to visit but the number of people in the property between 11pm and 7am must at no time exceed the amount of people we have stated the property 'sleeps' in the descriptions. No one other than those on the Booking Confirmation form may sleep at the property. Failure to observe these rules is likely to be a serious breach (see Condition 8). You may not sub-let the property.

2.2 You must also comply with any reasonable 'rules of the house' laid down by the owner, which have been made to improve the use and enjoyment of the property for all concerned. If the owner does not communicate any such rules to you, you must assume that "normal" rules (such as consideration for neighbours) apply. For example, if you would like to throw a party you must obtain the consent of the owner in advance. The owner and/or the agent reserve the right to enter the property at any reasonable time provided reasonable notice is given to you.

### 3. Damage Deposit

3.1 You must leave the property clean and in good order as you found it. You will be responsible for any breakages. The owner shall be entitled to claim from the Damage Deposit the cost of remedying any breach of these obligations together with the cost of any service or goods provided to or for you and for which you have not paid. The amount of the Damage Deposit may vary. We accept the Damage Deposit as agent for the owners and therefore we cannot act on your behalf in any dispute between the owner and yourself concerning it. Such disputes should be settled directly with the owner.

3.2 The damage deposit will be paid to the owner directly, who will then refund it where, and amount applicable, once the final amounts owing has been established. Credit and debit card details must be provided for damage deposit.

### 4. Descriptions and changes

4.1 We cannot accept responsibility for errors contained on our leaflets/website, or of any miss-description. In any event, you acknowledge that differences may arise between the photographs, illustrations, tariff and descriptions of a particular property as described on the leaflet/website and the actual property.

4.2 Although we arrange inspections of the properties annually and take seriously any complaints we receive from customers, we cannot accept responsibility for the failure of the owner to keep the property clean, dry, in good repair and well maintained, and the contents in good and working order. Whilst we are happy to assist, you acknowledge every effort will be made by the property manager to resolve any difficulties that you may experience with the property you have booked and allowances have to be made for this to happen.

### 5. Complaints, difficulties and maintenance

#### 5.1 Complaints Procedure:

- All complaints or feedback of any nature MUST be directed in writing to the Owner and/or Property Manager, whilst copying in Choice Cottages. The Owner's address can be found in your Arrival Pack, along with contact details for the Property Manager. You are welcome to use our Online Feedback Form which on completion, can be printed and sent to the Owner.
- In most instances, complaints will need to be sent BEFORE your departure from the Property and so that the Owner and/or Property Manager can make best and reasonable endeavours to resolve your complaint. No complaint will not be entertained after your departure from the Holiday Cottage (See: Property Manager Responsibilities)
- Please allow the Owner 20 working days to investigate and resolve the matter with you by return correspondence. Note that it is completely at the Owner's discretion as to whether any recourse; financial or otherwise is due to you and arising from your complaint. Choice Cottages act as the Agent on behalf of the Owner and with whom you are contracted (See: Owner Responsibilities). Resultantly, Choice Cottages will not be held liable for any failure of the property. (See: Choice Cottages Responsibilities)

#### **Choice Cottages Responsibilities:**

We act as Booking Agents on behalf of Owners of self catering accommodation. The Booking Contract resultantly, is between "you", (the customer), and the Owner of the property you have requested for your holiday. Our service for making such Booking Contract is for providing the information and advice to help you choose the property for your holiday.

Choice Cottages inspects all properties once a year and have the commitment from each Owner that they will remain in the same order throughout, with the assistance of their individual Property Managers. Choice Cottages may also use external evaluators such as

"Visit Britain" in order to establish an industry standard rating for a particular Holiday Cottage.

As Booking Agent, Choice Cottages cannot be held liable for the resolution of such matters described below.

#### **Property Manager Responsibilities:**

Your property manager is contracted to be on call from 4pm on arrival day until 10am on departure day. Please do not call them outside this time frame. In the event of an early departure and/or request for early arrival; please inform your property manager.

Employed directly by the Owner, it is the Property Manager's responsibility, to ensure that the Holiday Cottage is maintained to the standard described on the Choice Cottages website or any other marketing vehicle Choice Cottages uses to advertise the property.

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact the Property Manager if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless they are promptly notified. Discussion or any criticisms with them whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

#### **Owner Responsibilities:**

The Owner is responsible for keeping the Holiday Cottage, for which Choice Cottages acts as Booking Agent, in the condition described in the Choice Cottages marketing material.

The Owner is responsible for the Property Manager whom the Owner employs to ensure the quality, cleanliness and facilities contained within the Holiday Cottage are to the standard described throughout the Choice Cottages marketing material. It is also the Owner's responsibility to ensure the descriptions contained within the Choice Cottages marketing material are a true and accurate reflection of the Holiday Cottage.

Should you require any further information regarding the above, please feel free to see our "Visitor Terms & Conditions" which can be found at: [Visitor Terms & Conditions](#)

#### **Liability:**

The maximum liability for losses you suffer as a result of a breach of these terms and conditions is strictly limited to £100.00 and any losses, which are a foreseeable consequence of breaking the agreement. Losses are foreseeable where they could be contemplated at the time your order is accepted.

#### **Online Tools:**

If you would like to use our Online Feedback Form, please follow the link, noting that you will need to forward your copy to the Holiday Cottage Owner as Choice Cottages cannot be held responsible for communicating with the Owner on your behalf: [Choice Cottages | Online Feedback Form](#)

5.2 We must emphasise that we are strictly agents for numerous individual owners and we do not manage the majority of properties offered. We merely find hirers for the owners, based on the instructions and information given to us. It will, therefore, be appreciated that we are ultimately in the hands of the owners when it comes to control and upkeep of the various properties listed. This is why the hire contract is between the hirer and the owner and not with ourselves. Should there be any complaint about the accommodation, the hirer shall put this complaint in writing to the owner direct immediately, sent to owner address supplied. We recommend Recorded Mail. YOUR CONTRACT IS WITH THE OWNER OF THE PROPERTY AND NOT WITH CHOICE COTTAGES. We act as booking agents facilitating Advertising and Administration. Choice inspects all properties once a year and have the commitment from each owner that they will remain in the same order throughout, with the assistance of their individual property managers. Properties are maintenance hungry and, when popular and heavily booked, things may go wrong. Please help us to help them. BREAKDOWN OF LARGE ELECTRICAL GOODS INCLUDING HOT TUBS AND BOILERS. Failure of electrical goods mostly happen without warning and can take up to be a week to be repaired or replaced. These include Hot Tubs, Boilers, Fridges, Ovens, Dishwashers, Washing machines, Tumble driers. If this happens you will be refunded a maximum of £10 per product per day booked, without the use of these products or alternatively choose to vacate the property and claim a pro-rata refund for days you are not in residence. This will be the maximum financial offer for all claims. A maximum financial offer of £25 for 'extra /or deep' cleaning issues and only where there is clear evidence provided.

#### **6. Unavailability of the property**

6.1 The owner may cancel a booking already made at their own discretion and if the property becomes unavailable for any other reason beyond the owner's reasonable control. Examples of such reason (although these are not exhaustive) may include personal circumstances, flooding, fire, and other significant damage to the property or failure of utility services to the property. If this happens we will refund to you any sums you have paid, but neither we, nor the owner shall have any other liability to you.

#### **7. Our liability to you**

7.1 We will not be liable for any loss or damage suffered by you or any member of your party or to your or their property, except where such loss or damage is due to negligence. If we are negligent, our liability to you will be limited to the loss or damage, which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from our negligence, the total liability of us to you in respect of any breach of these Our Terms and Conditions or tort or other act or omission by us in connection with this contract shall be limited in the aggregate to the price agreed to be paid by you for the right to use the property for the period agreed.

7.2 Where you are a customer acting in the course of a business, this Condition 7.2 shall apply instead of Condition 7.1. We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the property for the period agreed.

7.3 We do try to help to ensure that you have chosen the right (i.e. the most suitable) property for you; however this is ultimately your responsibility. We reserve the right to refuse to accept bookings at our absolute discretion. For clarity, we would be likely to exercise that discretion where we believe that the property will not be suitable for you or where we have reasonable grounds to believe that accepting your booking be likely to risk the goodwill of the owner, other holidaymakers or neighbours of the property in question.

#### **8. Termination of your holiday**

8.1 If you commit a serious breach of these Our Terms and Conditions the owner or his agent will have the right to terminate your booking &, if you are already at the property, the owner may require you to vacate it at once. A serious breach of these Our Terms & Conditions may include failure to comply with rules of the house or health & safety advice or circumstances where your behaviour, or that of your guests, is likely to have a significant adverse effect upon those staying or living nearby the property. Owners will always try to act reasonably and will usually give a warning but if, in the owner's reasonable judgment, you or your guests' behaviour has made the possibility of your stay continuing untenable, you may be asked to leave immediately, no refund of the fees you have paid will be returnable to you.

#### **9. Changing dates**

9.1 Once dates of a booking have been confirmed in writing to you, they can not be changed, of course, if you wish to claim under the Cancellation Insurance (examples of valid reasons are set out in Condition 10 below) you have taken out.

#### **10. Cancellation Plan / Insurance**

10.1 You need to arrange Cancellation Plan / Insurance in order that all persons are covered under a Master Plan/ Policy in respect of death of a party member listed in the booking, serious illness or accident and summons for jury duty. It does not, please note, cover you against deciding you do not want the holiday, or cannot afford it, or divorce, or moving house, or cancellation due to an illness from which you knew you were suffering when making the booking.

10.2 In the event of a cancellation for reasons not covered under Our Terms and Conditions, we will make reasonable efforts to re-let the property (as

we do with all cancellations) and if we succeed you will receive a refund. The refund will be the sum recovered by us through re-letting less the Booking deposit which will be assumed to be one third of the full letting tariff of the given week/s, plus other nominal fees such as credit card transaction fees, a £25 administration fee and any outstanding balance on your booking deposit.

10.3 However, if we are unsuccessful in re-letting, you will be liable for the full cost of the letting. In any event, the balance of any monies due must be paid to us ten weeks before the start of the holiday in the usual way, unless you have already been informed that your claim has been accepted by Insurers or the property is re-let. If not, the balance will be pursued through legal channels.

10.4 Choice Cottages Cancellation Plan: Cancellation should be notified by telephone as soon as possible and confirmed in writing or by email within seven days of the event leading to a cancellation. Our cancellation plan offers a full refund of rental less a £50 administration fee plus VAT in the event of cancellation due to death, injury, illness, or summons for Jury Service of any member of the party; or close relative or business associate of the Applicant which may reasonably prevent the Applicant taking their holiday. The term close relative applies to Husband, Wife, Father, Mother, Father in law, Mother in law, Brother, Sister and Children. Our cancellation plan does not cover pregnancy or any associated illness. Any illness or injury, which in the opinion of the agent, is insufficiently serious to prevent the person taking up their holiday is not covered. Neither does it cover cancellations which arise where the Applicant at the time of booking was aware of any illness or medical condition, this also includes Applicants who at the time of booking were on a hospital waiting list awaiting an admission date. Doctor's certificates need to be provided and sent to Choice Cottages, when no further payments will be due and any previous rental payments refunded (less a £50 administration fee plus VAT). Our cancellation plan terminates by 12 noon on the day prior to commencement of holiday. Should you wish to have additional cover for redundancy for example, please make your own arrangements for additional cover. Members of HM Forces, the Police Force and others whose conditions of service may involve being posted at short notice are also advised to make their own provision to cover this possibility. All claims to be sent to Choice Cottages.

## **11. Pets**

11.1 You may only bring pets where you have mentioned them on our Booking Form and we have confirmed that this is acceptable. With the exception of guide dogs, pets are only allowed at properties where mentioned in respect of that property. Where it states that a property will accept pets, there are likely to be further rules on the quantity, size and type of pets accepted and it is your duty to tell us how many and what kind of pets you intend to take and to gain full consent for this. Failure to follow these rules may be considered a serious breach of these Our Terms and Conditions and the owner will be entitled either to refuse to allow you to take possession of the property or to require you to vacate it at once.

11.2 Where pets are allowed there are, as you would expect, certain ground rules. You must always clear up after your pets and you must remove all trace (inside and in the garden!) of your pets having been present before you leave the property. If you do not, the owner may retain some of your Damage Deposit. It is a condition of pets staying in any property that pets are not allowed on furniture, in any bedrooms, in children's play areas or in swimming pools. Pets must not disturb neighbours (for example, by barking all night) and when pets are exercised within the boundaries of the property (including gardens) they must be kept on a lead. Pets must not be left on their own within the property. Once pets are outside the boundaries of the property, please make sure that they are supervised since dogs worrying farm animals are liable to be shot. Please do not assume that local beaches will allow dogs and please feel free to ask us for information on this. Any pet fouling of gardens will attract a £10 penalty, due to potential loss of garden services.

## **12. Lost property**

12.1 We cannot accept responsibility for any items left behind in your accommodation after your holiday. All enquiries must be directed to the relevant property manager. They are sometimes able to retrieve these during changeover time, however will not disturb visitors for retrieval of goods. Any unclaimed items found, will be disposed of after two weeks. Property managers will not be obliged to mail or deliver property left behind by you. If you wish to retrieve your goods you need to arrange a collection via courier after establishing a suitable time and address from the property manager.

## **13. Miscellaneous**

13.1 These Our Terms and Conditions and this brochure override and supersede all previous versions and any previous course of dealing between the parties.

13.2 Our sales consultants are always willing to assist and offer additional guidance to prospective holidaymakers but no statements made by them shall be construed as warranties or representations.

13.3 In the event of any inconsistency between these Our Terms and Conditions and any of our other literature, whether found in our brochure or on our website or otherwise, the provisions of these Our Terms and Conditions will prevail.

13.4 When you book your holiday with us, we collect personal information such as your name, e-mail address, home address, telephone number, credit or debit card number and the card's expiry date. This allows us to book the property for you. We may use the information that we collect to occasionally notify you about news and information we think you may find valuable. For example, we may send you our latest brochure, supplements, newsletters and special offers. If at any stage you decide that you would rather not receive such information, please contact us by e-mail or post. We employ other companies and individuals to perform functions on our behalf such as sending postal mail, removing repetitive information from lists of our customers, analysing data, providing market assistance and processing credit card payments. We also reveal your identity to the owner of the property you wish to let. Our contractors have access to personal information needed to perform their functions, but may not use it for other purposes.

13.5 If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

13.6 The agreements between you and us and between you and the owner are subject to English law and to the exclusive jurisdiction of the English courts.

13.7 It is not intended that any third party (other than owners) should have the right to enforce any of these Our Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999. It is intended that owners may enforce the terms and conditions contained in these Terms of Business against you.