**Booking Terms and Conditions**

1. **Welcome!**

We are Elite West Holidays, a luxury holiday cottage agency that represents some of the finest holiday cottages and self-catering holiday homes on Cornwall’s north coast. We know how important holidays are and so we strive to make yours the best ever.

1. **Our role** 
   1. We operate the website, [www.elitewestholidays.co.uk](http://www.elitewestholidays.co.uk) (described below as the Website) and act as agents when taking your booking.
   2. When you make a booking through us you are entering a contract directly with the owner of the applicable property. We manage bookings and collect payments as part of our role as the owner’s agent.
2. **These Terms** 
   1. These booking terms and conditions apply to all bookings made through us via the Website, by email or by phone. Please read them carefully as they contain important information about matters such as payments, cancellations, your responsibilities and use of the property.
   2. If you have booked via VRBO please see our [VRBO Supplemental Terms and Conditions](https://d8f786f5-ff13-4848-817c-84aee40e48f8.usrfiles.com/ugd/d8f786_fda3f2ca2ad14403a539dc74e33604bb.pdf) which apply in place of these.
   3. If you have any queries about these terms, please [contact us](mailto:james@elitewestholidays.co.uk?subject=Query%20about%20VRBO%20Supplemental%20Terms%20and%20Conditions).
   4. These terms may be updated or amended from time to time. The current terms will be available on the Website but the terms which apply to your booking will be those in force at the time you made your booking. These terms were last updated on 11th October 2021. If you want to check the terms applicable to a booking you have already made please check your booking confirmation email or alternatively [contact us](mailto:james@elitewestholidays.co.uk?subject=I%20would%20like%20to%20check%20the%20terms%20applicable%20to%20my%20booking).
   5. We have also put together some specific terms and information relating to the Covid-19 pandemic which is available [here.](https://d8f786f5-ff13-4848-817c-84aee40e48f8.usrfiles.com/ugd/d8f786_3f6049600fc14704aba95125c57ad754.pdf)
   6. Please note that although we and the property owner make every reasonable effort to ensure pictures and descriptions of the property on the Website are accurate and up to date there may be specific changes, additions or omissions such as to décor, furniture, furnishings, appliances and the like which are not represented.
3. **How to make a booking**
   1. Booking requests can be made via the [Website](http://www.elitewestholidays.co.uk/) or by contacting us by phone or [email](mailto:james@elitewestholidays.co.uk?subject=I%20would%20like%20to%20make%20a%20booking).
   2. You must be over 18 to make a booking.
   3. We will confirm your booking by email at which point a contract will be formed between you and the property owner.
   4. If for some reason your booking cannot be accepted, we will email you to let you know and if you have made any payment for the booking this will be refunded in full.
4. **Your responsibility** 
   1. Please note you will be responsible for ensuring all members of your party occupying the property comply with these terms.
   2. If you or a member of your party is in material breach of these terms, the property owner will be entitled to immediately terminate the contract by giving you notice. If the contract is terminated you will be entitled to a refund for any part of the booking which was not fulfilled but the property owner will be entitled to compensation for the net losses they incur as a result of the termination which may be set off against any refund.
   3. You will be responsible for (with the exception of reasonable wear and tear and damage by insured risks) paying for the cost of: -
      1. replacing or remedying any damaged, broken, lost or missing keys or contents;
      2. remedying any damage to the property; and
      3. any additional cleaning required after your departure if you do not leave the property in a reasonable state.
   4. Where an inventory is provided, please report any discrepancies to us within 24 hours of the start of your stay, otherwise the inventory will be treated as correct.
5. **Deposit and Payment** 
   1. The price of your booking will be the price displayed on the Website immediately before you submit your booking request or the price, we have quoted to you if you are making a booking by email or phone. Prices quoted will be inclusive of any VAT and you will be provided with a VAT invoice where applicable.
   2. It is always possible that, despite best efforts pricing errors could occur. Prices are normally checked before bookings are accepting so that, where the correct price is less than the stated price at the date you make your booking request, you will be charged the lower amount. If the correct price at date you make your booking request is higher than the price stated, we will contact you for your instructions before your booking is accepted. If your booking is accepted, where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, the property owner may end the contract in which case you would be refunded any sums you have paid.
   3. If you are booking more than 56 days before your stay is due to start you need to pay a deposit of 20% of the total price at the time of booking. The balance of the price will then be due no later than 56 days before the start of your stay.
   4. If you are booking 56 days or less before your stay is due to start you will need to pay in full at the time of booking.
   5. We will confirm the price and payment requirements in the email we send confirming your booking.
   6. Our preferred payment method is bank transfer, we will confirm our bank details when you make your booking request but recommend calling us to check these before making payment to us. If you wish to use another payment method such as cheque, credit or debit card please contact us. Please note payment must be made in pounds sterling and will not be made until we have received cleared funds so please allow sufficient time for funds to reach us by the required payment date (we recommend allowing 5 working days for cheques to clear).
   7. If you do not make any payment due in relation to your booking by the appropriate due date you will be deemed to have cancelled your booking, the terms applicable to cancellations by you are explained below in point 8.
6. **Changing a booking**
   1. If you want to make a change to your booking, please [contact us](mailto:james@elitewestholidays.co.uk?subject=I%20would%20like%20to%20change%20my%20booking) to discuss your request.
   2. We cannot not guarantee that changes will be possible and any changes that are possible may result in changes such as to the price but any changes will be agreed in advance with you and the property owner.
7. **Cancellations by you**
   1. If you need to cancel your booking you must inform Elite West Holidays in writing (which includes email) as soon as possible.
   2. A cancellation charge will be payable depending on how far in advance of your stay we receive your written notification of cancellation, details are set out in the table below:

|  |  |
| --- | --- |
| **Number of days before the first day of your stay** | **Cancellation charge**  **(as a % of full price)** |
| 0-13 days | 100% |
| 14-27 days | 75% |
| 28-55 | 60% |
| 56 days or more | 20% (being the deposit amount) |

* 1. Where a refund is due this will be made (less the applicable cancellation charge) as soon as reasonably practicable using the same payment method you used to make payment (unless we agree an alternative method with you).

1. **Travel Insurance**

It is highly recommended that you take out travel insurance with a reputable provider to cover your booking. It is your responsibility to make sure you have sufficient cover against risks you and your party may face in relation to the booking including cancellation and risks in relation to personal possessions during your stay.

1. **Unavailability of the property**

Sometimes unfortunately things may happen which mean the property is no longer available for your booking (such as a flood or change of law). If such an event occurs which impacts on the availability of the property for your booking you will be contacted as soon as possible. Where we cancel the booking (on behalf of the property owner) you receive a full refund. We may also be able to assist you in finding a suitable alternative booking but this will be subject to availability. Save as explained in this paragraph 10 neither the property owner nor us will have any other responsibility to you in such circumstances.

1. **Arrival and departure times**
   1. The property you book (including any related parking) will be available to you from 5.00pm on the first day of your stay.
   2. On the last day of your stay, you must have left the property (including any related parking) by 9.30am.
2. **Use of the Property**
   1. The purpose of the booking is to allow you to occupy the property for a holiday during the agreed booking period only. You acknowledge that this booking does not amount to an assured tenancy by virtue of the provisions of Schedule 1 paragraph 9 of the Housing Act 1988.
   2. You must only use the property as a private holiday residence during the agreed period of your stay and not for any other purpose whatsoever.
   3. You may invite guests to the property during your stay but you must not: -
      1. transfer your booking (unless this has been agreed with the property owner through us);
      2. sublet the property; or
      3. permit the number of people staying at the property to exceed the number of people stated in the “property sleeps” information on the Website.
   4. You must:
      1. take good care of the property and leave it in a clean and tidy condition at the end of your stay;
      2. report to us any damage, destruction or disrepair affecting the property or its contents;
      3. use the property responsibly and comply with any reasonable rules laid down by the property owner (and us on behalf of the property owner); and
      4. allow the property owner, us and any other agent or subcontractor of the property owner reasonable access to the property to check its condition and contents and to carry out repairs and maintenance.
   5. You must not:
      1. do anything which could invalidate the property owner’s insurance of the property including not leaving it unsecured when not occupied (please note the property owner’s insurance does not cover the personal possessions of you and your party which you should cover under your travel insurance or similar);
      2. cause an annoyance or become a nuisance to anyone such as occupants of adjoining premises; or
      3. change the appearance of the property or move any furniture or furnishings out of the room in which it is placed and any furniture or furnishing which are moved within rooms must be replaced in its original position.
3. **No smoking or candles**
   1. All properties are strictly no smoking, this includes e-cigarettes. You must not smoke in or near the property.
   2. No candles may be used in the property.
4. **Pets/Dogs**
   1. Dogs are allowed at some properties subject to prior approval, but this may be subject to certain restrictions such as on the type, size and number. [Registered assistance dogs are permitted in most properties even if the property description says dogs are not allowed].
   2. No puppies ( <12 months) are permitted.
   3. No other pets are permitted in the property.
   4. If you wish to bring a dog (including a registered assistance dog) to a property, please [contact](mailto:james@elitewestholidays.co.uk?subject=I%20would%20like%20to%20bring%20my%20dog...) us to discuss this.
   5. Where a property does not accept dogs, this does not guarantee that there have never been dogs at the property.
   6. Where you are permitted to bring a dog (including registered assistance dog) the following will apply:
      1. they must always be kept under control and not cause a nuisance to anyone;
      2. they must be exercised off the premises and you must pick up after them (please check any garden areas at the property very carefully before you leave);
      3. they are not permitted in the bedrooms or on the furniture or soft furnishings.
      4. kitchen, dining items, linen and towels provided in the property must not be used for them;
      5. they must not be left in the property (including any garden area) unsupervised at any time; and
      6. they should be thoroughly towel dried (using towels you provide) before they enter the property from outside on wet days and were coming in from time on the beach or the like.
   7. Neither Elite West Holidays nor the property owners can accept any responsibility for the safety of pets.
   8. You will be responsible for any damage caused by pets.
5. **Linen, cots and highchairs**
   1. All bed linen, sheets and pillowcases are provided.
   2. A bath sheet and hand towel is provided for each guest. These are not to be used as beach towels.
   3. A travel cot and highchair can be provided, please let us know in advance of your stay if this is required.
   4. Linen and bedding is not provided for cots and you should bring your own.
6. **Complaints**
   1. If you have any queries or complaints about your booking or stay, please let us know as soon as possible so that these can be addressed promptly. We may need to carry out an investigation and where appropriate ask the owner to take remedial action.
   2. Please note that as we act only as an agent of the property owner, it will be the property owner and not us who is responsible for your complaint but we seek to help resolve any issue that arises in a way that is fair and acceptable to both you and the property owner.
7. **About us and how to contact us and any applicable property owner**
   1. You can contact us by:

Telephoning us on: +44 (0)1288 354470

Emailing us at: [info@elitewestholidays.co.uk](mailto:info@elitewestholidays.co.uk)

* 1. Elite West Holidays is the trading name of James Bailey.
  2. In our capacity as the property owner’s agent, we will act as your primary contact in relation to your booking but we will provide you with the name and address of the property owner applicable to any booking you make on request.

1. **Liability**
   1. Please remember that we act as agent for the property owner and so it is the property owner rather than us who will be responsible to you under the contract.
   2. The property owner does not exclude or limit in any way their liability where it would be unlawful to do so. This includes liability for death or personal injury caused by the property owner’s negligence or the negligence of their employees, agents or subcontractors.
   3. If the property owner fails to comply with its obligations under these terms, they will be responsible to you for loss you suffer which is a foreseeable result of their breaking the contract but they will not responsible for any loss that is not foreseeable. Loss is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the property owner and you knew it might happen.
   4. Bookings are only accepted for domestic and private use. If you use the property for any commercial or business purpose the property owner will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
2. **Your personal information**

We take your privacy seriously. Please see our [privacy policy](https://d8f786f5-ff13-4848-817c-84aee40e48f8.usrfiles.com/ugd/d8f786_99a6427ef2d0464f8145933f682c31e3.docx) which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

1. **Third parties**
   1. The property owner may transfer their rights and obligations under their contract with you. If this happens, the property owner will ensure it does not affect your rights under the contract.
   2. You may only transfer your rights and obligations under the agreement if the property owner agrees this in writing.
   3. No one other than you, us, the property owner and any third party to which any rights are transferred as permitted above, will have any rights to enforce any of these terms.
2. **Applicable Laws and courts**

These terms are governed by English law and the courts of England and Wales will have non-exclusive jurisdiction to settle and dispute or claim arising out of them.