

TERMS AND CONDITIONS

1. CONTRACT OF HIRE

The contract of hire shall be between the holidaymaker and the holiday homeowner and the contract of hire is not effective until written confirmation is dispatched to the holidaymaker by Dorset Cottage Holidays. Dorset Cottage Holidays role is as an Agency.

2. HOLIDAY CONFIRMATION AND PAYMENT

- 2.1. Provisional bookings may be made by telephone or e-mail and a formal booking form is sent by Dorset Cottage Holidays to the holiday maker with the request that it is completed and returned together with an agreed deposit within seven days of the form being sent to the holiday maker.
- 2.2. Upon receipt by Dorset Cottage Holidays of the booking form and deposit they will issue a Holiday Confirmation Form to the holiday maker and a binding contract will exist between the holiday maker and the property owner subject to these terms and conditions.
- 2.3. Where Dorset Cottage Holidays have not received the balance of the holiday cost by the due date (i.e., eight weeks before the start of the holiday) and overdue reminder letter will be issued to the holidaymaker. If the balance is not received within ten days Dorset Cottage Holidays on behalf of the property owner reserve the right to cancel the holiday booking and to keep the deposit paid by the holiday maker and the holiday maker shall have no claim against the property owner or Dorset Cottage Holidays for compensation or reimbursement whatsoever.
- 2.4. A post dated security fee cheque of £50.00 shall be payable with the deposit of the holiday cost and such fee shall be fully refundable fifteen days after the holiday ends provided that there is no damage caused to the property and no extra cleaning is required but if any works are required to the property then Dorset Cottage Holidays reserve the right to use the security fee to cover all damages and/or extra cleaning.

3. CANCELLATION BY THE HOLIDAY MAKER

- 3.1. The holidaymaker must notify Dorset Cottage Holidays immediately and in writing of any intention to cancel the holiday. The cancellation only takes effect where Dorset Cottage Holidays have received written confirmation from the holidaymaker.
- 3.2. If Dorset Cottage Holidays on behalf of the property owner are unable to re-let the holiday property for the period of the cancelled holiday all monies owing by the holidaymaker to the property owner shall be forfeited to Dorset Cottage Holidays on behalf of the property owner.
- 3.3. If the holiday accommodation is re-let monies received by Dorset Cottage Holidays on behalf of the property owner for the re-let holiday less an administration fee of £50.00 shall be refunded to the holiday maker within two weeks after the re-let holiday has taken place.
- 3.4. Dorset Cottage Holidays do not offer holiday cancellation insurance and it is advised that all holidaymakers take independent advice on an appropriate holiday insurance policy.

4. CANCELLATION OR CHANGES BY THE PROPERTY OWNER

In the unlikely event of the property owner being unable to provide the holiday accommodation offered Dorset Cottage Holidays on behalf of the property owner shall use their reasonable endeavors to arrange alternative accommodation of an equivalent type and standard in a similar location. If this is not acceptable to the holidaymaker then the holidaymaker may require payment by Dorset Cottage Holidays on behalf of the property owners of all monies paid which shall be forthwith refunded. Dorset Cottage Holidays do not accept any liability other than the repayment of monies, which have previously been paid to them.

5. LITERATURE AND WEBSITE ACCURACY

- 5.1. Whilst to the best of Dorset Cottage Holidays knowledge the details described in the property literature and/or website are correct at the time of publishing the property owner reserves the right to make alterations to the property at any time and Dorset Cottage Holidays will endeavor to inform the holiday maker of any such alterations. Any alterations to the property will not degrade the property in any way.
- 5.2. Dorset Cottage Holidays cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned in the website or literature.

6. OBLIGATIONS OF THE HOLIDAY MAKER

The holidaymaker confirms and agrees as follows: -

- 6.1. The holiday maker will ensure that the property is securely locked when not occupied during the holiday let.
- 6.2. To use the property solely for the purpose of a holiday by the holidaymaker and his or her party.
- 6.3. Limit the number of occupants to the number stipulated in the website or in the property details and the party to the list of people detailed on the booking form. Dorset Cottage Holidays on behalf of the property owner reserves the right to refuse admittance to the holiday property where this condition is not observed.
- 6.4. Show due consideration to other parties. If the holidaymaker abuses the property or displays dangerous, offensive behavior to the property owner or Dorset Cottage Holidays or any third parties e.g. neighbours then Dorset Cottage Holidays and the property owner have the right to ask the holidaymaker to leave the holiday accommodation before the end of the holiday period.
- 6.5. If for any reason the holiday shall be terminated by Dorset Cottage Holidays and/or the property owner then the holidaymaker shall have no claim against the property owner for compensation or reimbursement whatsoever.
- 6.6. Keep the property and all furniture, utensils, equipment, fixtures and fittings in or on the property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the property is left in the state and cleanliness in which it was found. Dorset Cottage Holidays on behalf of the property owner reserve the right to levy an additional charge for extra cleaning required after the holidaymaker's occupancy.
- 6.7. Report as soon as possible to Dorset Cottage Holidays any breakages or damage caused by the holidaymaker during the holiday. Dorset Cottage Holidays reserves the right to make a claim against the holidaymaker for repair and costs as a result of such damage.
- 6.8. Where pets are permitted they shall not be left unattended and shall not be allowed on the furniture and must sleep on bedding provided by the holidaymaker. The holidaymaker shall be liable for any damage caused by pets. Dorset Cottage Holidays give no warranty that the garden is secure for a pet or pets.
- 6.9. Where a property is designated non-smoking then the holidaymaker and his or her party shall refrain from smoking on the property.

7. GENERAL

- 7.1. Any dispute shall be settled in accordance with English law.
- 7.2. In the event of there being any complaint by the holiday maker then written details of the complaint should be received by Dorset Cottage Holidays within seven days of the end of the holiday period and such complaint shall be investigated as soon as possible by Dorset Cottage Holidays.
- 7.3. Dorset Cottage Holidays cannot guarantee the security of any vehicles or personal possessions left at the property or in the garden or driveway of the property from any cause whatsoever.