


Devon Getaways Limited Terms & Conditions 2023

These terms are between the Owner, you the guests and us Devon Getaways Ltd

1. DEFINITIONS

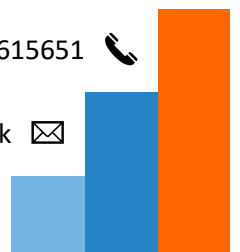
- When the following words are used in these Terms, this is what they will mean:

Agent (we/our/us)	Devon Getaways Ltd (Company No: 13226027) whose registered office is Castle Corner, Littleham Road, Exmouth, Devon, EX8 2RD United Kingdom,
Arrival Date	The date (and time) in which your Booking will begin and the accommodation will be made available to you.
Balance Due Date	56 days before your arrival date, except in circumstances where bookings are accepted less than 56 days before the arrival date in which case the balance is due upon booking.
Booking	A reservation submitted by you (guests) through the website or by phone/social media or WhatsApp
Booking Price	The total price as charged to you for the Booking including any additional charges as set out on the Website or otherwise notified to you when making a Booking.
Business Day	A day other than a Sunday or public holiday in England when banks in London are open for business.
Business Hours	09:00 to 17:00 on any Business Day.
Contact Details	Telephone: 01395 904111 Mobile: 07546 615651 Email: info@devongetaways.co.uk
Departure Date	The date (and time) on which your Booking will end, and they must vacate the accommodation.
Deposit	£100 required from you when making the Booking to secure the accommodation for the duration of the Booking.
Events Outside of the parties Control	As defined in clause 13.
Guest (you/your)	An individual or individuals who attend and make use of the Property further to Booking.
Owner	The owner of the accommodation, who has appointed us (Devon Getaways Ltd) as Agent for the purpose of letting the accommodation.
Property	The property/properties (including but not limited to, cottages, houses, apartment, lodges and caravans) provided for holiday letting purposes, details of which have been made available on our website.
Property Rules	Specific restrictions applicable to accommodation as detailed on the Website.
Security Deposit	A fixed fee amount charged at the Owner's discretion to each Guest for the Booking as detailed on the Website.
Terms	These terms and conditions on which your Booking is supplied to you.
Website	www.devongetaways.co.uk

07546 615651 

info@devongetaways.co.uk 

www.devongetaways.co.uk 




When we use the words “writing” or “written” in these Terms, this will include email but excludes fax.

2. Our Contract with You

- We market the Property for Booking and arrange the Booking at the Property on behalf of the Owner.
- Please ensure that you read these Terms carefully, and check that the details on the Booking (including the Arrival Date) and in these Terms are complete and accurate before you submit the Booking. If you think that there is a mistake within these Terms or that these Terms require any changes, please contact us to discuss. We will confirm any changes to these Terms in writing to avoid any confusion between you and us.
- Once you submit the Booking request to us and pay the Deposit (or the full Booking Price if the Booking is made within 56 days of the Arrival Date) we will send you a Booking confirmation email (or post, if you do not have or have not provided an e-mail address).
- These Terms will become binding on all parties upon issuance of a Booking confirmation, at which point a contract will come into existence between all parties.
- If any of these Terms conflict with any term contained within the Booking, the acceptance of a Booking, or the Property Rules, these Terms will take priority.
- The maximum number of people who can stay in the Property will be notified to you on the Website. You guarantee that you will not exceed that number.
- You agree to arrive at and depart from the Property within the dates and times detailed in your Booking and not before the Arrival Date or after the Departure Date. The Property will not be available at any time outside of the times reserved by you. We and/or the Owner reserve the right to make a reasonable additional charge (whether by retaining a Security Deposit if applicable or otherwise) in the event that you have not left the Property by the agreed Departure Date.
- Any illustrations, photographs and other imagery displayed are for illustrative purposes only and are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.
- You confirm that the individual making the Booking is over the age of 18.

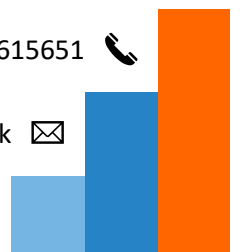
3. OWNER'S CONTRACT WITH YOU

- Once you have received confirmation of your Booking, the Owner agrees to provide the Property in accordance with clause 5.
- The Owner agrees to meet the minimum standards as required by us to ensure the Property is suitable for your Booking, including but not limited to, health and safety measures, basic facilities, and maintenance of the same etc.
- You or the Owner can cancel this contract in accordance with clause 14 and 15.

07546 615651 

info@devongetaways.co.uk 

www.devongetaways.co.uk 



4. CHANGES TO THE BOOKING OR OUR TERMS


- We may revise these Terms from time to time in the following circumstances:
 - changes in how we accept payment from you;
 - changes in relevant laws and regulatory requirements; or
 - if we have a valid commercial reason to do so.
- If we revise these Terms under clause 4.1, we will give you at least 14 days written notice of any changes to these Terms before they take effect.
- You can choose to cancel the contract in accordance with clause 14.
- If you wish to cancel a Booking before the Arrival Date of your Booking, please see your right to do so in clause 14.

5. PROVIDING THE PROPERTY & THE RESTRICTIONS

- The Owner will supply the Property to you for the period set out in the Booking.
- Access to the Property is subject to your adherence to these Terms and the Property Rules.
- The Owner will make every effort to make the Property available to you on time. However, there may be delays due to an Event Outside of the Parties Control. See clause 10 for our responsibilities when an Event Outside of the Parties Control happens.
- If you do not pay us for your Booking when you are due to, access to the Property will not be permitted and the Booking will be cancelled.
- You shall take proper care of the Property and its contents during your Booking and may lose your Security Deposit (if applicable) and/or receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which it is found at the beginning of your Booking.
- Any Property Rules provided to you via the Website, shall be incorporated into these Terms and breach of any of the Property Rules will be treated as a breach that entitles us and/or the Owner to cancel the contract.

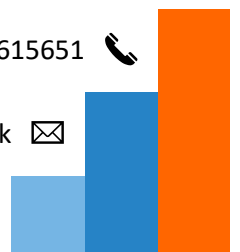
6. PROPERTY AMENITIES

- We will issue you with one set of keys to the Property. All keys must be returned to the relevant Property key safe on the Departure Date. If you lose a set of keys, we will deduct the cost of the replacement from your Security Deposit or invoice you separately.
- Please note that we nor the Owner accept no responsibility for any allergies to any products provided for your use in the Property. Any severe allergies must be brought to our attention via our Contact Details.
- All Properties and the surrounding grounds are no smoking and no vaping areas. If it is evident that smoking or vaping has occurred during your Booking, you will be asked to vacate the Property immediately and will be liable for any costs incurred deep cleaning, redecorating, and cancelling all or part of any subsequent bookings if the Property has been rendered uninhabitable.
- Broadband internet access is offered in some Properties. Where the Owner does offer broadband, this is on the basis that neither they nor we promise that the

07546 615651 

info@devongetaways.co.uk 

www.devongetaways.co.uk 




service will be available constantly and that it is provided for recreational and not for business use. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of an internet access service can be guaranteed and neither the Owner nor we will be liable for any form of compensation or expenses claimed by any guest in respect of the provision of internet services or telephone services not being available or failing.

- Some properties provide amenities for children such as cots, highchairs, and stair gates, as detailed on the website. Such items are to be assembled by you on arrival and neither we nor the Owner accept responsibility for use of such items. Please note that cot linen is not provided. Where such amenities for children are not provided, we may be able to offer such items for hire, please enquire using the Contact Details.
- Many of the Properties **do not** offer specific electric car charging points. Please enquire using the Contact Details as to the nearest charging point in relation to the Property so as not to incur extra electric charges. Any damage to the electric system at the Property, to any vehicle or overload of the system through incorrect use will be charged to you by way of retaining the Security Deposit and/or invoicing you for the same.
- Upon your arrival, please notify us of any defects within the first 24 hours. Thereafter you will be deemed to have accepted the condition of the Property.
- Please ensure you are familiar with the Property's location and that the Property is suitable for your needs, this will allow you to make an informed decision before confirming the Booking. We offer accessibility guides on request to enable you to have more detail on accessibility for each Property. Please note that these are guides only and may be subject to small changes.
- We and the Owner (with or without workmen) reserve the right to enter the Property at all reasonable times for the purpose of inspection or to carry out any repair deemed necessary to the Property and its contents.
- All belongings and vehicles are left at the Property at your own risk. Please ensure all belongings are removed by the Departure Date as the return of any lost property cannot be guaranteed and will incur charges.

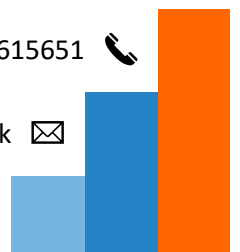
7. PETS

- The Website will detail whether pets are permitted at the Property.
- Where pets are not permitted but have been brought with you for the Booking, we reserve the right to request immediate evacuation and/or charge for any damage caused and deep cleaning required as a result.
- Where pets are permitted, we reserve the right to refuse admission or request immediate evacuation from the Property to anyone who brings more than the agreed number or size of pets or anyone who leave pets unattended in the Property during the period of their Booking.
- Pets should be treated and must be free of fleas, worms, and any other parasites prior to attendance at the Property.
- Please do not allow your pets on any furniture, in bedrooms or on beds. A pet must not cause annoyance, including excessive noise and all pet waste has been removed from the grounds.

07546 615651 

info@devongetaways.co.uk 

www.devongetaways.co.uk 



- You will be liable for any damage caused by pets, or parasites introduced by your pets, if the Property is not left sufficiently clean and for any pet waste that has not been removed. The cost of any repair, replacement or extra cleaning will be taken from the Security Deposit and/or invoiced to you separately.
- We are not liable for any allergies that are affected as a result of previous occupancy of pets (please note this may apply to Properties where pets are not permitted in the case of assistance dogs).

8. OUT OF HOURS EMERGENCY

- Our office opening hours are as detailed above. Outside of these hours all calls will be diverted to our out of hours emergency phone number.
- The emergency phone number is supplied to you in your welcome information. Please call this emergency line for reasons such as the following only, if you are:
 - without any heating.
 - without any power.
 - without any water.
 - experiencing a serious water leak (e.g., ceilings, flooded floors); or
 - locked out of the Property.
- Any issue that did not deem an emergency will be responded to on the next business day by the office team.
- Please note it is important that you read your welcome information on arrival as mobile signal in some parts of Devon is not always reliable.

9. PRICE AND PAYMENT

- The Booking Price will be set out on the Website and at the time of submitting your Booking.
- All Payments may be made by debit card, credit card, or BACS transfer.
- American Express, cheques, postal orders and cash are not accepted as payment.
- Where VAT is chargeable, it is included in the sums given.
- Where your Booking is more than 56 days from the Arrival Date, you must pay a minimum Deposit as notified to you at the time of Booking. The remaining balance of the Booking Price together with the Security Deposit (if applicable) must be paid by the Balance Due Date.
- Where your Booking is made with less than 56 days before the Arrival Date, you must pay the full balance of the Booking Price and Security Deposit (if applicable) at the time of Booking.
- We will notify you before the Balance Due Date that payment is due. If payment is not received we will try and make contact with you.
- If you do not make any payment due to us by the Balance Due Date for payment, we and/or the Owner will treat the non-payment as your cancellation of the Booking and therefore termination of this contract. In these circumstances, your rights to a refund are set out in clauses 14.

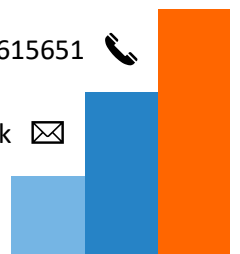
07546 615651



info@devongetaways.co.uk



www.devongetaways.co.uk



10. LEGAL RIGHTS AND COMPLAINTS


- As a consumer, you have legal rights in relation to your Booking where it is not offered to you with reasonable skill and care, or if the service provided to you is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- All complaints must be submitted to us using the Contact Details.

11. OUR LIABILITY TO YOU

- If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.
- No party can exclude or limit in any way their liability for:
 - death or personal injury caused by negligence (or the negligence of employees, agents, or subcontractors).
 - fraud or fraudulent misrepresentation.
 - breach of the terms implied by section 2 of the Supply of Goods and Accommodation Act 1982 (title and quiet possession); and
 - breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Accommodation Act 1982 (description, satisfactory quality, fitness for purpose and samples).
- We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings, or vehicles, howsoever caused.

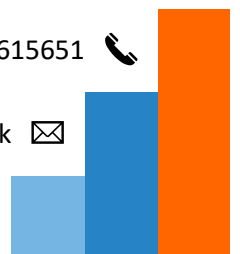
12. OWNERS LIABILITY TO YOU

- If the Owner fails to comply with these Terms, they are responsible for loss or damage you suffer that is a foreseeable result of their breach of the Terms or their negligence, but the Owner is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Owners breach or if they were contemplated by you and the Owner at the time this contract was entered into. For the avoidance of doubt, the Owner is not responsible for any transport and/or alternative accommodation costs.
- The Owner only supplies the Property for domestic and private use. You agree not to use the Property for any commercial, business or re-sale purpose, and the Owner has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- The Owner does not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings, or vehicles, howsoever caused.

07546 615651 

info@devongetaways.co.uk 

www.devongetaways.co.uk 



13. EVENT OUTSIDE OF THE PARTIES CONTROL


- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month (except for any event listed at clause 13.2), the party not affected may terminate this agreement by giving 5 Business Day's written notice to the affected party.
- In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific terms at such a time via the Website and will communicate this to you via the contact details provided us.
- Should any event or circumstance beyond the Owners reasonable control occur which means the Property cannot be provided to you, the Owner is obliged to tell us as soon as possible so alternative accommodation or a refund can be arranged for you.

○
14. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- You may cancel a Booking before the Arrival Date by contacting us using the Contact Details.
- We strongly recommend that you take an appropriate cancellation insurance policy before placing your Booking.
- If you need to cancel your Booking and your insurance doesn't cover you, we will try and re-let the Property on your behalf and will be entitled to retain any advance payment in return for this service. Please note that this does not relieve you from your obligation to pay the full Booking Price should the Property remain unlet at the time of the Balance Due Date.
- If our endeavours to re-let the Property are successful, we will refund some or all of the money paid at our sole discretion and less our administrative charges.
- If you depart voluntarily from the Property before the Departure Date, no refund shall be given.
- We will confirm cancellation to you in writing.
- Where you have cancelled a Booking because of our or the Owners failure to comply with these Terms or if we change these Terms under clause 4.1 and you elect to cancel the contract (except where we have been affected by an Event Outside of the Parties Control), you do not have to make any payment to us.

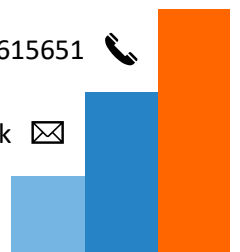
15. OWNERS RIGHT TO CANCEL

If the Owner cancels the Booking at any time you may be offered a different Property or will have a full refund.

07546 615651 

info@devongetaways.co.uk 

www.devongetaways.co.uk 



16. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- We may have to cancel a Booking before the Arrival Date of your Booking, due to an Event Outside of the Parties Control. We will promptly contact you if this happens.
- If we must cancel a Booking under clause 16.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you.
- We may cancel the contract for your Booking at any time with immediate effect by giving you written notice if you:
 - do not pay us when you are supposed to; or
 - break the contract in any other material way.


17. HOW WE MAY USE YOUR PERSONAL INFORMATION

- We will use the personal information you provide to us to:
 - provide your Booking.
 - process your payment for your Booking.
 - process identity checks where necessary; and,
 - inform you about similar products or services that we provide, where you have permitted us to. You may stop receiving these at any time by contacting us.
- All data you provide to us will be treated in accordance with our Privacy Policy.

18. OTHER IMPORTANT TERMS

- We may transfer our rights and obligations under these Terms to another individual, but this will not affect your rights or our obligations under these Terms.
- Except for you, us and the Owner, no other person shall have any rights to enforce any of these Terms. No-one other than such individuals as are listed in the Booking may enjoy your Booking.
- Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- If we or the Owner fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you (or if we delay in doing so) that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

07546 615651 

info@devongetaways.co.uk 

www.devongetaways.co.uk 

