

# DORSET HIDEAWAYS BOOKING CONDITIONS FOR PROPERTIES AT WEST BAY

**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 on the Website.

**“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 Dorset Hideaways or the Owner.

**“Data Protection Legislation”** means the Data Protection Act 2018 and 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.

**“Owner”** means the owner of the Selected Property and “we” and “our” relate to the Owner.

**“Property”** means any of the West Bay properties advertised on the Website.

**“Rental Fee”** means the total fee for the Selected Property as set out 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 Dorset Hideaways or the Owner other than Dorset Hideaways’ own booking fee and base 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.

**“Dorset Hideaways”** means Dorset Hideaways, a trading name of Cotswolds Hideaways Limited, a company registered in England and Wales with company number 06395333, whose registered office is at Retreat House, Draycott Business Centre, Draycott, Moreton-in-Marsh, Gloucestershire, GL56 9JY.

**“Selected Property”** means the Property specified by You in a Booking.

**“Website”** means West Bay’s website at [www.westbayclub.co.uk](http://www.westbayclub.co.uk).

**“You”** means the person who makes a Booking.

**1 AGENCY** 1.1 Dorset 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.

**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 Dorset Hideaways issues a confirmation form to you pursuant to condition 3.5.

**3 BOOKING AND PAYMENT** 3.1 You may make a Booking by

- Contacting Dorset Hideaways by telephone on 01929 445 566; or
- Sending an email giving details of your Booking requirements to Dorset Hideaways at [enquiries@dorsethideaways.co.uk](mailto:enquiries@dorsethideaways.co.uk); or
- Booking online at [www.westbayclub.co.uk](http://www.westbayclub.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 Dorset 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 Dorset 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 Dorset Hideaways will issue a Booking confirmation to you once you have either made a booking via the office or you have successfully completed our online booking process and in all cases all money due at the time of Booking has been received in cleared funds. You should check the confirmation form carefully and notify Dorset Hideaways immediately in case of any discrepancy or mistake.

3.6 Dorset Hideaways or the Owner may at any time before Dorset Hideaways issues a confirmation form

accept bookings from other customers for the Selected Property.

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

**4 METHODS OF PAYMENT** 4.1 You may pay by cheque, credit card, debit card or BACS.

4.2 For Bookings made less than 3 weeks before the start date of the Rental Period, no cheques or credit card payments will be accepted, as payments must be made in cleared funds, i.e. by debit card or BACS.

4.3 All cheque payments shall be made to Dorset Hideaways at the address stated in these Booking Conditions and made payable to ‘Dorset Hideaways’.

**5 CANCELLATION** 5.1 If you cancel the accepted/ confirmed Booking for any reason, you must notify Dorset Hideaways 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 Dorset Hideaways. The amount payable is set out below, where number or days refers to the number of days notice given at cancellation prior to Rental Period start date, and the Cancellation Charge refers to the percentage of the rental cost 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
1–14 days	100% of the rental value
15–28 days	75% of the rental value
29–56 days	50% of the rental value
57 days or more	Full deposit of the rental value

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, Dorset 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 confirmation form 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 Dorset Hideaways’ discretion for a nominal fee.

6.3 Dorset Hideaways will notify you, once you have paid the Rental Fee in full, if the extended stay is available.

6.4 If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed in condition 6.2, you may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

**7 CHANGES OF RENTAL PERIOD** 7.1 Dorset 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 Selected Property is available for the new period requested;
- at time of publication, you pay an administration fee of £42.00 (including VAT) and any sums due in respect of any higher prices for the Selected Property for the new dates.

**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 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 Dorset Hideaways.

8.4 You agree that the Selected Property will not be used for any activity or in such a way as to cause 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 West Bay site, which will be communicated to you upon/prior to your arrival at the Selected Property.

8.6 Smoking of tobacco in any form or E-cigarettes is not permitted within any property offered by Dorset 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 For each Selected Property the Owner has agreed a Damage Waiver policy which means the costs of making good any loss or 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 a predetermined amount depending on the size of the Selected Property will not be recoverable from You. This amount will be specified in the booking confirmation. Where any such damage so caused exceeds this amount, You agree to pay to Dorset Hideaways, acting on behalf of the Owner, upon written demand, any reasonable costs incurred in making good any such loss or damage above the predetermined amount.

9.3 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 Dorset Hideaways or the Owner from time to time.

9.4 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 cleaning up after any animals which you have been permitted to bring to the Selected Property). Dorset Hideaways may charge you for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

**10 PETS** 10.1 Pets are not allowed in any of the Properties other than registered guide and hearing dogs belonging to those with visual and hearing impairments which are allowed in all Properties at no extra charge.

10.2 You must ensure that: permitted guide and hearing dogs are properly controlled and supervised at all times; they must not be left unattended at the Selected Property; and they are not permitted in any of the bedrooms or on any of the furniture. You are advised to bring a pet basket.

10.3 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** Dorset 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 Dorset 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 Dorset Hideaways at the time of Booking if your party falls in condition 12.1(a) and/ or 12.1(b).

12.3 Dorset Hideaways and the Owner reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by Dorset 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 Dorset 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 Fees 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 Dorset Hideaways promptly and describe the nature of the complaint. Dorset 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.

13.2 Within the Property there will be a contact telephone number to use in the event that you have a problem with the Property.

13.3 If you cannot get a response from the contact telephone number referred to in 13.2, please contact Dorset Hideaways on 01929 445 566.

13.4 If you wish to make a complaint after your Rental Period has ended please do so to Dorset Hideaways in writing within a reasonable period but note that compensation cannot be offered where a complaint has not been raised during your stay.

**14 LIABILITY** 14.1 Dorset 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 17) 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 Dorset 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 Dorset 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 Dorset 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 Dorset Hideaways nor the Owner shall be liable for any delay or nonperformance 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. Dorset Hideaways or the Owner shall as soon as reasonably practicable upon it becoming aware of the same notify You.

**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 Dorset Hideaways are joint Data Controllers of all Personal Data provided to Dorset Hideaways by You. The Owner agrees that Dorset Hideaways can process such Personal Data on its behalf, for the purposes of processing and administering your Booking.

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

16.3 To the extent that Dorset Hideaways is a Processor, You agree that Dorset 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 and You agree that Dorset Hideaways may pass your Personal Data to West Bay Club Limited who may use it solely to contact you about other services or facilities they may offer at West Bay during the Rental Period and to provide such other services or facilities as you may choose to book or use.

16.4 When acting as a Processor, Dorset Hideaways shall:

16.4.1 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;

16.4.2 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;

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

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

16.4.5 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;

16.4.6 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;

16.4.7 notify You without undue delay as soon as Dorset Hideaways becomes aware of any relevant breach in data security;

16.4.8 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 Dorset 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

16.4.9 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.

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

16.6 You consent to Dorset Hideaways appointing the third party Processors needed complete the relevant Bookings.

16.7 You acknowledge that Dorset 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 that Dorset Hideaways' Processing of such Personal Data shall continue for the duration of this Contract.

**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 Dorset 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 Dorset 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

**PROPERTY/AREA DETAILS** Dorset Hideaways for itself and as agent and the Owners of Properties aim to ensure that the particulars of the Properties as they appear 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, local shops or facilities may have closed for business. Please ensure that you check all of the details on your Selected Property (including price) with Dorset Hideaways at the time of Booking. Dorset 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.

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

- 1) Check the layout of the Property, so that in an emergency You and your party can get out quickly and easily.
- 2) Check the locations of the fire extinguishers and fire blanket and read the instructions for use.
- 3) Check the location of the first aid box.
- 4) Read and take note of specific safety information provided in the Property.

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

**SPECIAL REQUIREMENTS** We will endeavour to help those in your party with special requirements by explaining the suitability or otherwise of the properties; please refer to the Website or contact our Booking Office at the time of Booking.

**COMPLAINTS** Owners and housekeepers aim to ensure you have an enjoyable and comfortable stay at their property. Unfortunately, things sometimes can go wrong while on holiday but these situations are always best resolved at the time.

Your contract is between You and the Owner, therefore in the event of a problem you should use the telephone number provided in the Property (if unavailable, Dorset Hideaways) immediately to allow remedial action to be taken. However, please note any complaints raised after your holiday will not result in any form of compensation. The property you have booked is a domestic property and the Owner does not always have access to 24 hour a day maintenance services.

**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.

All Selected Properties benefit from a Damage Waiver policy where the Owner will not seek reimbursement from You for damage below a certain value (see Booking Condition 9.2).

**OTHER ISSUES** Building Work: Neither the Owner nor Dorset Hideaways can be held responsible for any building or road workings which may be carried out close to your Selected Property. Where we are aware of any anticipated works, we will endeavour to advise You in advance.

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 Dorset Hideaways on behalf of the Owner, Dorset 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 without prior notice, where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

Please note: Dorset Hideaways reserves the right to update Booking Conditions from time to time. Any updates to the terms printed here will be reflected on our Website, and included in the contract that You receive.