# aspects holidays | Booking conditions

The small print is never the easiest reading, but is important. Our booking conditions describe our policies and procedures and clarify the contractual relationship between you and the Owner. Aspects Holidays make holiday rental arrangements on behalf of the Owner. For any advice please contact us.

## 1. Definitions

**1.1** The following definitions and rules of interpretation apply in these booking conditions:

**Aspects Holidays:** Aspects Holidays Limited incorporated and registered in England and Wales with company number 08170265 whose registered office is at Sapphire House, Hayle Business Park, Hayle, Cornwall, TR27 5JR.

**Booking Confirmation:** the confirmation of booking provided by email to the Customer when a booking has been accepted.

**Booking Deposit:** one-third of the Rental Fees, provided that the booking is submitted more than eight weeks before the Start Date.

**Booking Fee:** a non-refundable booking fee set out on the Booking Form.

**Booking Form:** the booking form completed by, or on behalf of, the Customer.

**Customer:** the person who submits the Booking Form.

**Conditions:** these booking conditions.

**End Date:** the last day of the Rental Period.

**Event Outside Control:** any act or event beyond Aspects Holidays' or the Owner's reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, any law or any action taken by a government or public authority, including, without limitation, imposing restrictions on movement or quarantine.

**Guests:** the people that occupy the Property subject to these Conditions.

**Housekeeper:** the person appointed by the Owner, or Aspects Holidays, who is responsible for the cleaning of the Property.

**Inventory:** the inventory of fixtures, furniture and effects at the Property, a copy of which may be kept at the Property.

**Optional Extras:** additional items which may be made available at the Property (and charged separately) if confirmed in the Booking Confirmation.

**Owner:** the owner(s) of the Property.

**Property:** the house and garden (if any) identified in the Booking Confirmation together with the fixtures, furniture and effects which may be specified in the Inventory.

**Rental Fees:** the total amount due from a Customer in respect of a booking of the Property.

**Rental Period:** the rental period specified in the Booking Confirmation.

**Start Date:** the first day of the Rental Period.

**Website:** Aspects Holidays' website currently located at www.aspects-holidays.co.uk together with such other websites which may be created by Aspects Holidays from time to time.

## 2. General

**2.1** Aspects Holidays act as an agent for the Owner. The rental arrangements are made by Aspects Holidays, on behalf of the Owner, and the contractual relationship is formed direct between the Owner and the Customer.

**2.2** Aspects Holidays will, on request, provide the name and address of the Owner to the Customer, or act as a forwarding address for the Owner.

## 3. Duration and times of rental

**3.1** The Rental Periods are for a maximum of four weeks and commence at 4.00pm on the Start Date ('check-in') and end at 10.00am on the End Date ('check-out'), unless otherwise agreed in writing by Aspects Holidays.

**3.2** The Rental Period cannot be exceeded unless Aspects Holidays give prior written approval. The Customer will be liable for any cost, of whatever nature, incurred as a result of any unauthorised extension.

## 4. Deposit

**4.1** If a booking is made eight weeks or more before the Start Date, a Booking Deposit plus Booking Fee is payable. The Booking Deposit shall be paid by the Customer at the time they submit the Booking Form to Aspects Holidays.

**4.2** If a booking is made less than eight weeks before the Start Date, the full Rental Fees, plus any additional charges (such as charges for pets and charges for Optional Extras) must be paid at the time of submitting the Booking Form.

**4.3** The Customer agrees to pay the Booking Fee. If two or more Properties are booked these constitute separate contracts and separate Booking Fees are due to Aspects Holidays.

**4.4** The Customer's submission of a Booking Form is an offer to book the Property. If the Property is available on the requested dates, Aspects Holidays will send a Booking Confirmation to the Customer. At this point a binding contract, incorporating these Conditions, will come into existence.

**4.5** Aspects Holidays reserve the right to refuse a booking, including where the Customer has used abusive, derogatory, inappropriate or offensive language (whether in respect of the current booking or a previous booking) when communicating with Aspects Holidays' employees and representatives. If Aspects Holidays refuses a booking, the Deposit, Rental Fees and any additional charges paid by the Customer will be refunded to the Customer immediately.

## 5. Final payment

**5.1** Unless otherwise agreed in writing by Aspects Holidays, the Rental Fees shall be set out on the Website at the time of submitting the Booking Form.

**5.2** Subject to clause 7, as soon as the Booking Confirmation is sent, the Customer is responsible for payment of the balance of the Rental Fees in accordance with clause 5.3, together with any additional charges.

**5.3** Payment of the Rental Fees and additional charges are due to Aspects Holidays eight weeks before the Start Date (the "**Due Date**") and non-payment by the Due Date may be treated as a cancellation.

**5.4** If the balance of Rental Fees is not paid by the Customer on the Due Date, then the Customer will be deemed to have cancelled their booking and Aspects Holidays shall retain the Booking Deposit and Booking Fee.

**5.5** Aspects Holidays shall not be responsible for sending reminders of the Due Date. The Due Date will be set out on the Booking Confirmation.

## 6. Changing a booking

**6.1** Once a Booking Confirmation has been sent, the booking can only be changed to another Property by cancelling the original booking in accordance with clause 7.

**6.2** The Rental Period may not be changed by the Customer within two weeks of the Start Date. Any other changes to the Rental Period are subject to approval by the Owners and an administration fee equal to the Booking Fee.

## 7. Cancellation

**7.1** A booking can only be cancelled prior to the Start Date.

**7.2** If a Customer wishes to cancel the booking, it must notify Aspects Holidays in writing (defined as "Cancellation Notice" under 7. Cancellation).

**7.3** In all circumstances, where cancellation under Clause 15 'Non-availability of Property' occurs then those terms apply and not 7.4, 7.5, or 7.6 below.

**7.4** If a Customer has been offered and paid a fee in order to benefit from Cancel Anytime (this would be shown on the Booking Confirmation) then the cancellation terms under Clause 7.5 are applicable, otherwise the terms under Clause 7.6 will apply. Cancel Anytime is only available on bookings with a total value of £10,000 or less.

**7.5** Where Cancel Anytime applies, the Customer may cancel the Booking because they no longer wish to proceed by giving Aspects Holidays a Cancellation Notice before 00:00 on the date falling 14 days before the Start Date. The Customer will receive a full refund of all amounts paid, excluding the Cancel Anytime fee and Booking Fee. Cancel Anytime does not apply where:

- the Customer or any Guest has breached these Conditions or provided false, misleading, incorrect or fraudulent information;
- the cancellation results from an act or omission of Aspects Holidays or the Owner, an issue with the Property, an Event Outside Control, adverse weather, or an epidemic or pandemic;
- the cancellation results from war, terrorism, civil unrest, nuclear or radioactive risks, or chemical, biological, biochemical or electromagnetic weapons;
- the cancellation results from financial failure, insolvency or an inability to provide services by any person or organisation; or
- payment would breach any applicable sanction or legal restriction.

**7.6** Where Cancel Anytime does not apply, any refund or cancellation charge will be determined in accordance with the other applicable provisions of these Booking Conditions.

**7.7** In the event that a Cancellation Notice is received by Aspects Holidays, a cancellation charge is payable depending on the number of days before the Start Date. The amount payable is set out below:

| Number of days before the Start Date | Cancellation Charge (as percentage of the Rental Fees) |
|---|---|
| 0 – 13 days | 100% |
| 14 – 27 days | 75% |
| 28 – 55 days | 60% |
| 56 days or more | Deposit |

**7.8** Aspects Holidays strongly recommends that Customers and Guests take out cancellation insurance in relation to their booking.

## 8. Optional Extras

If the Property offers Optional Extras, they are listed on the Website and will be charged at the rates shown on the Website.

## 9. Price changes

**9.1** Aspects Holidays reserve the right to amend prices on the Website due to errors or omissions, but such changes shall be notified to the Customer as soon as possible and the Customer shall be able to end the contract if the amended price is significantly higher than the original price quoted.

**9.2** Subject to clause 23, if there are any changes in the rate of VAT between the date the Customer submits a booking and the date of the Booking Confirmation, Aspects Holidays will adjust the rate of VAT and the Customer agrees to pay the applicable rate.

## 10. Method of payment

All payments made to Aspects Holidays may be made by cheque, credit card, debit card or electronic bank transfer. Cheques should be made payable to 'Aspects Holidays Limited' and can only be accepted if received at least two weeks before the Start Date. Post-dated cheques are not acceptable.

## 11. Overseas bookings

Customers located outside the United Kingdom shall pay in Pounds Sterling by cheque drawn on a UK bank, Mastercard, Visa card, or by international electronic transfer. Any charges for payments from overseas will be passed on to the Customer.

## 12. Eligibility

Aspects Holidays are essentially providing family holidays and it is our policy not to accept bookings for hen or stag parties or from groups of people under the age of 18 years.

## 13. The holiday

The Customer and Guests have the right to occupy the Property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

## 14. Customer obligations

The Customer agrees:

**14.1** to pay for all additional utilities and fuel incurred during the Rental Period and not included in the Rental Fees;

**14.2** to report to Aspects Holidays any damage, destruction, loss, defect or disrepair affecting the Property or items listed on the Inventory (if any) as soon as it comes to the attention of the Customer;

**14.3** to pay for any losses or damages to the Property caused by a Guest (excluding any damage caused by fair wear and tear and the cost of any damage which may be recoverable under insurance policies). If it is proven that damage is directly attributable to the Customer or Guests then Aspects Holidays, on behalf of the Owner, have the right to reclaim any costs incurred up to the sum of £350 from the card the Customer used to pay the Rental Fees. If it necessitates an insurance claim by the Owner, the Customer may be contacted directly by the insurance underwriters to recover the cost of the claim. All damage or breakdowns must be reported immediately so issues can be put right before the arrival of the next guests;

**14.4** that where the Damage Waiver has been selected then Aspects Holidays no longer has the right to reclaim the costs incurred for accidental damage up to £350 from the Customer or Guests. All loss or damage that is not deemed as accidental remains subject to section 14.3.

**14.5** to take good care of the Property and leave it in a clean and tidy condition at the End Date. A cleaning service is not provided during the Rental Period unless otherwise agreed in writing by Aspects Holidays. If the Owner is dissatisfied with the condition of the Property at the End Date, they reserve the right to refuse to accept subsequent bookings from that Customer. If a Customer is excluded from two or more Properties by different Owners, then Aspects Holidays reserve the right to refuse to accept any more bookings from that Customer, at any other property;

**14.6** to permit the Owner and Aspects Holidays reasonable access to the Property at all times without notice;

**14.7** not to part with possession of the Property, or share it, except with Guests identified on the Booking Confirmation;

**14.8** not to sell or transfer the booking to another party without Aspects Holidays' prior written consent;

**14.9** to ensure that only the Guests who are identified on the Booking Confirmation occupy the Property. The Customer further agrees that a cot may only be occupied by a child aged 24 months or less at the Start Date;

**14.10** not to smoke, use e-cigarettes, vapes, or any other smoking or vaping devices at the Property or cause an annoyance or become a nuisance to occupants of adjoining premises;

**14.11** to only use the designated parking spaces allocated (if any). Unless otherwise stated, all parking spaces shall only accommodate an average-sized car (e.g. a family hatchback). The Owner and Aspects Holidays accept no liability for additional costs incurred if an alternative space is required or if the Customer or Guest's vehicle is damaged;

**14.12** to at all times behave in a respectful and polite manner to the Owner, Aspects Holidays and its employees and representatives;

**14.13** to not use any abusive, derogatory, inappropriate or offensive language when communicating with the Owner, Aspects Holidays or its employees and representatives;

**14.14** to not charge the Customer or Guest's electric or hybrid vehicle, or e-bike, at the Property unless it is described as offering an electric vehicle charging point or e-bike charging facilities on the Website. The Customer and Guests further agree that they shall not use a normal domestic power socket to charge an electric or hybrid vehicle as this may cause safety risks and damage to the Property;

**14.15** to not use any barbecue, including disposable barbecues, at the Property unless a barbecue is provided by the Owner or a designated barbecue area and facilities are specifically provided and described on the Website;

**14.16** to ensure that any third party service providers (e.g. caterers and private chefs) have taken out insurance policies to cover all risks associated with the services they are providing;

**14.17** to not use or light candles within the Property. This is to prevent potential fire hazards and ensure safety of all Guests;

**14.18** to ensure that, if they have limited mobility, the property meets their requirements before booking.

**14.19** to indemnify Aspects Holidays, its employees, agents, and representatives from and against all claims, damages, losses, and expenses, including legal fees, arising out of, or resulting from the Customer or Guest's occupancy and use of the Property, including but not limited to any claims brought by third parties. This indemnification obligation shall survive the termination of this agreement; and

**14.20** that notices (including notices in proceedings) must be served on the Owner at the following address:
c/o Aspects Holidays Limited
Sapphire House, Hayle Business Park, Hayle
Cornwall TR27 5JR

## 15. Non-availability of Property

**15.1** The Owner will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations in these Conditions that is caused by an Event Outside Control.

**15.2** If an Event Outside Control takes place that affects the availability of the Property during the Rental Period, the Customer will be contacted as soon as reasonably possible and the Owner's obligations under these Conditions will be suspended and the time for performance will be extended for the duration of the Event Outside Control. Where the Event Outside Control results in the Property becoming unavailable during the Rental Period, the Customer may end the contract and all payments will be refunded.

## 16. Liability

**16.1** Nothing in these Conditions excludes or limits the liability of Aspects Holidays or the Owners for:

**i.** death or personal injury caused by Aspects Holidays' or the Owners' negligence; or

**ii.** any matter which it would be illegal for Aspects Holidays or the Owners to exclude or attempt to exclude their liability.

**16.2** If the Owner fails to comply with these Conditions, the Owner is responsible for losses which are a foreseeable result of their breach of these Conditions or their negligence, but the Owner is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if it was contemplated by the parties at the time the parties entered into a binding contract.

**16.3** The Owner is not liable for business losses. The Owner only lets the Property for domestic and private use. If the Customer, or a Guest, uses the Property for any commercial or business purpose the Owner will have no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 17. Property descriptions

**17.1** Some of the information on the Website relates to shops, amenities and public houses in the surrounding area. Closure of such premises and other changes to external facilities are outside Aspects Holidays' control. If Aspects Holidays is aware of any material changes at the time of the Customer's booking, then it shall endeavour to inform the Customer of these changes. However, this information is provided for general information purposes and is not intended to amount to advice on which the Customer and Guests should rely. Although Aspects Holidays make reasonable efforts to ensure the information on the Website is up to date, it makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

**17.2** The Properties offering WiFi will have this information detailed in their description on the Website. The provision of WiFi is subject to availability and network conditions.

## 18. Complaints

**18.1** All complaints must be notified to Aspects Holidays as soon as reasonably practicable, as Aspects Holidays may be required to carry out an on-the-spot investigation of the Property and if necessary, request the Owner to take remedial action. All Customers have a legal obligation to mitigate their losses.

**18.2** The Customer agrees that Aspects Holidays and the Owner shall be given the opportunity of investigating the complaint within a reasonable time and the opportunity to correct issues during or after the Rental Period.

**18.3** Aspects Holidays cannot accept responsibility for any legislation relating to dogs not being permitted on beaches.

## 19. Pets

**19.1** Pets are only permitted at the Property with the prior written consent of Aspects Holidays and the Owner and are subject to any additional conditions imposed by Aspects Holidays and the Owners. If pets are permitted, the Customer agrees that they shall be kept under control and exercised away from the Property.

**19.2** Pets are not permitted in the bedrooms or on the furniture in the Property and neither Aspects Holidays nor the Owners can accept responsibility for their safety. Pets must not be left in the Property unsupervised as this can result in considerable damage to the Property and distress to the pet. A charge will be made for each pet and will be set out on the Booking Form.

**19.3** Where the description of the Property states 'Regret no pets', or the Property does not accept pets or otherwise restricts the keeping of pets at the Property, Aspects Holidays or the Owners cannot guarantee that there have been no pets previously kept at the Property.

## 20. Assistance dogs

Aspects Holidays welcome assistance dogs, but where the Property does not ordinarily accept a dog, Aspects Holidays (as an agent acting on behalf of the Owner) must verify whether the Property can accommodate dogs with the Owner before issuing the Booking Confirmation.

## 21. Inventory

Where an Inventory is provided, any discrepancies are to be reported to the Owner or the Housekeeper within 24 hours of the Start Date, otherwise the Inventory will be deemed to be correct.

## 22. Bed linen and towels

Linen and towels are changed at the End Date. If the Customer requires fresh linen and towels during the Rental Period, it shall contact Aspects Holidays and Aspects Holidays may agree to provide fresh linen and towels subject to the payment of an additional charge.

## 23. VAT

Many of the Owners are not registered for VAT, in which case no tax is payable. Where VAT is payable the tax is included in the Rental Fees.

## 24. Breach of contract

**24.1** If there is a substantial breach of any of these Conditions by the Customer or any Guests including a breach of clauses 14.11 and 14.12, the Owner or Aspects Holidays reserve the right to re-enter the Property and terminate (i.e. bring to an end) the contract that exists in relation to the Property and may recover possession of the Property.

**24.2** If there is a substantial breach of any of these Conditions by Aspects Holidays or the Owners, then the Customer has the right to terminate (i.e. bring to an end) the contract that exists in relation to the Property and may leave the Property.

**24.3** Ending the contract by either Aspects Holidays, the Owner or the Customer does not affect that party's other rights and remedies.

## 25. Personal Data

**25.1** The Owner shall collect the names (first names and surnames), addresses and, if the Guest is under eighteen years of age, the age of the Guests ("**Contact Data**"). The Owner will process the Contact Data:

**i.** to verify the identity of the Customer and Guests who will be occupying the Property; and

**ii.** to contact the Customer and Guests by post with information about the Owner's Property.

**25.2** The legal basis for processing the Contact Data is the performance of a contract and the Owner's legitimate interests.

**25.3** The Owner may pass this personal information to Aspects Holidays and other third party service providers (acting as the Owner's agent) for the purpose of completing the booking and supplying the Property to the Customer and Guests.

**25.4** Aspects Holidays also obtain the Customer's personal information in the course of the sale, or negotiations for the sale, to the Customer. Aspects Holidays may contact the Customer by electronic means (email or text) with relevant information, offers and similar properties. If the Customer does not want Aspects Holidays to use its personal information in this way, it can opt out at any time by contacting Aspects Holidays or by using the links provided in the email. Aspects Holidays may also contact the Customer by postal means with marketing materials. If the Customer does not want Aspects Holidays to use its personal information in this way, it can opt out at any time by contacting Aspects Holidays.

**25.5** Aspects Holidays may retain the Customer's information for the period necessary to fulfil the purposes for which it was first collected unless a longer retention period is required or permitted by law.

## 26. Authority to sign

The Customer who completes the Booking Form agrees that:

**26.1** they are authorised to accept these Conditions on behalf of the Guests, including those substituted or added after the Booking Confirmation is issued, and ensure that the Guests comply with these Conditions;

**26.2** they are over eighteen years of age; and

**26.3** they agree to take responsibility for the Guests occupying the Property, and to notify Aspects Holidays if they are not a Guest.

## 27. Priority

If there is any ambiguity or inconsistency in or between these Conditions and the information on the Website, these Conditions shall prevail.

## 28. Previous websites and conditions

The Website and these Conditions replace and supersede all previous Websites and Conditions.

**29. Validity clause**

In the event that a court finds that a condition (or part of a condition) in these Conditions is invalid, unenforceable or illegal, the other conditions shall remain in force.

**30. Third Party Rights**

The Owner and Customer do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

**31. Governing Law and Jurisdiction**

The contract between the Owner and the Customer shall be governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

**32. Gift Vouchers**

Gift vouchers can be redeemed against a holiday booking with Aspects Holidays within 24 months of the date of issue and will expire after such date. Aspects Holidays shall not be responsible if this voucher is lost, stolen, damaged, impaired, corrupted, destroyed, deleted or used without permission. This voucher is not exchangeable, non-transferable, and non-refundable. If the Rental Fees exceed the amount of the Gift Voucher, the balance must be paid by debit or credit card. All bookings are subject to Aspects Holidays' Bookings Conditions.
To redeem a gift voucher, please email hello@aspects-holidays.co.uk or call 01736 754242.



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