

Terms and Conditions

Bookings are made and accepted on the understanding that you agree to the following terms and conditions:

1. Definitions

'you' and 'your' means all people named on the booking form (including anyone who is added or replaced at a later date). The Lead Guest is the lead person on the Booking Confirmation.

'Precious Places', 'We', 'Us' and 'Our' means Precious Places Homes LTD.

Precious Places is a trading name of Precious Places Homes LTD.

'Property' is the property as defined within the Booking Confirmation.

'Booking' is your request to occupy the Property for the Rental Period.

'Rental Period' is the period of time for which the property is available to the Guest as set out in the Booking Confirmation.

'Booking Confirmation' means the written confirmation sent by Us to You confirming the agreement for You to occupy the Property during the Rental Period.

'Booking Platform' refers to other websites We choose to market our Properties for holiday rental.

'Stripe Pay' is the online payment platform when booking direct via our website.

2. Booking, Payment and Booking Conditions

2.1. All bookings depend on the Property and other arrangements being available. You, as the person in charge of the party ("the lead guest"), must be at least 21 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these booking conditions. You, as the lead guest, are responsible for making all payments due to us.

2.2. As long as the Property is available and We have received all the relevant information and payments from you, we will give you written booking confirmation via email. This confirmation will show Your booking details, the amount You have paid and the amount You still owe for the booking. Your rental agreement will only begin when We issue You with the written confirmation. If we pay the deposit into our bank account, it will not mean we accept a booking unless we have issued you with written confirmation.

2.3. The Booking Confirmation will state the price which will be inclusive of VAT where applicable.

2.4. Payment is to be made online via the booking platform or via Stripe Pay direct from our website. At Precious Places discretion, we may also accept bank transfers which must be received as cleared funds by the date specified by Precious Places. All bank charges with relation to cheques or bank transfers are borne by the Guest. Cheques are not accepted.

2.5. A non-refundable deposit is required upon booking. This is 25% of the booking cost. Once your booking deposit has been paid You will receive the Booking Confirmation and the rental agreement will be concluded. The Lead Guest is responsible for the full balance of the cost of the holiday.

2.6. The full balance must be paid 12 weeks prior to arrival. Full details will be provided by Precious Places of how to pay. Payment of the balance is non-refundable in the event of

cancellation by You. If the Rental Period is less than 12 weeks from the date of Booking, full payment will be required at the time of Booking.

2.7. Should the balance not be paid by You pursuant to clause 2.6 above, Precious Places reserves the right to terminate the rental agreement by notice in writing and without further liability to You. Any deposit paid by You will not be refunded.

2.8. Please note a Security Deposit is charged (at the balance due stage) on all Bookings (such deposit will be between £100 and £500 depending on the Property booked) which will be returned after your stay subject to clause 3.0 (Security Deposit).

2.9. The number of persons occupying the Property must not exceed the maximum number as advertised. We reserve the right to refuse entry to all Guests (or to require Guests to vacate the Property) if this condition is not adhered to. We do not accept stag/hen groups due to residential area unless special arrangements are made with Precious Places. (security deposits are required).

2.10. Any pets you intend to take with you should be declared at the time of booking and checked and authorised via the Owner (where requested).

2.11. All Guests agree to arrive and leave the Property at the dates and times set out in the Booking Confirmation (unless any other arrangements are agreed with Us in advance). We reserve the right to make a reasonable additional charge through deduction of Your Security Deposit in the event that You have not left the Property at the agreed departure time.

2.12. This Booking agreement is made on the basis that the Property is to be occupied by the guests as a holiday letting within the meaning of the Housing Act 1988 Schedule 1 Paragraph 9. The Guests acknowledge that the licence granted by the rental agreement entered into with the Owner/s is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

2.13. Your right to occupy the Property may be forfeited and You may be required to vacate the Property without compensation if:

(a) More people or pets than declared at the time of booking attempt to occupy the property;

(b) Overnight guests are entertained without the written consent from us;

(c) Any activity is undertaken which is illegal, or which causes may cause unreasonable noise, nuisance, damage or disturbance;

(d) There is any smoking inside the Property.

(e) You shall keep the Property and all furniture, fixtures, fittings and effects in or on the Property in the same state of repair as at the commencement of the Rental Period, and shall leave the Property in the same state of cleanliness and general order in which it was found.

2.14. You confirm that the information you have provided to Precious Places is true, accurate, current and complete information in all respects. Should any information provided change you should notify us immediately. We shall not be liable if any incorrect information provided by you results in us being unable to perform (or entitled to terminate) the rental agreement.

2.15. If You want to change any detail of your confirmed booking, you must notify us in writing by post or email as soon as possible. Changes can only be accepted in accordance with the terms and conditions. Where a change can be arranged, you may be asked to pay an administration fee of £30 per Property, should additional payment be required these will be charged at the current price, which may be different from the price at the time of booking.

3. Security Deposit

3.1. A refundable Security Deposit will be required to be paid by you in respect of damage to the Property, damage or loss of contents, damage or loss to keys excessive or incorrect use of facilities, or other breach by you of these Terms.

3.2. The amount of the Security Deposit is variable dependent upon the size of the group and or Property. This amount payable will be stated in the Booking Confirmation.

3.3. Precious Places is entitled to deduct from the Security Deposit in the following circumstances:

(a) Should You or any member of the party damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required (being any cleaning over and above that which We consider (at Our discretion) to be necessary in the usual course);

(b) Should You or any member of Your party be in breach of any of the Terms and Conditions;

(c) Should the Owner/s be required to remedy any damage caused to the Property during the Rental Period;

(d) To fully charge for additional guests which have not been approved by either Precious Places or the Owner/s;

(e) Should unauthorised pets be brought to the Property (whether or not they cause damage or untidiness).

3.4. The Guest must report any damage immediately to the Owner/s.

3.5. If no deductions are required, the Security Deposit shall be returned within 7 business days after your stay. We will contact you shortly after your stay regarding the return of the deposit by email.

3.6. Should a claim be made against the Security Deposit, details of such a claim will be provided to you within 7 days of the end of your Rental Period (or after such longer period as may be required in order for the deductions to be calculated). Should the Security Deposit provide insufficient remedy Precious Places have the right to recover any sum from you so as to make up any shortfall.

3.7. In the event that You or any member of your party causes severe damage to the Property which results in the Owner/s having to cancel subsequent bookings and / or pay compensation to any person due to the Property being left in an uninhabitable state by you, or which reduces the services offered to subsequent guests, you shall indemnify the Owner/s in full for any loss incurred by them which the Security Deposit does not cover.

4. Cancellation Policy

4.1. We reserve the right to cancel the Booking if full payment has not been received by 12 weeks prior to your arrival or by such other date as we may specify in writing.

4.2. In the event of the Property becoming unavailable due to a problem with the Property or its facilities or for any other reason, we have the right to cancel your Booking by notice in writing to you and all sums paid by you will be refunded. We will endeavour only to cancel your Booking if it is unavailable for reasons beyond our control such as; fire, flood, snow, storm, acts of terrorism, other circumstances affecting the supply of the arrangements or structural problems. We will attempt to offer You an alternative Property, however if this is not possible, or unacceptable to You, then We would refund all monies paid by You. Our liability will not extend beyond this refund.

4.3. In the event of a cancellation by you, you must notify us as soon as possible in writing. Any payments made prior to the date of cancellation are non-refundable. If the Booking is cancelled by You prior to the date which is 12 weeks before the Rental Period is due to begin, you will not be obliged to pay the remaining balance.

4.4. We advise that cancellation insurance is taken for all Bookings.

4.5. All prices are for the whole property and not on a per person basis, therefore we cannot offer a refund if one or more members of the party are unable to stay.

4.6. Cancellation Charges are as follows:

2 weeks or less = 100% of booking

3 weeks or less = 75% of booking

4 weeks or less = 40% of booking

3 weeks or less = 30% of booking

5. Travel Insurance

5.1. We recommend that you take out comprehensive cancellation insurance that covers UK self-catering holidays due situations such as adverse weather, ill health and bereavement.

6. The Property

The following conditions apply to your stay:

6.1. Arrival and departure

(a) Arrival is from 3pm (unless otherwise agreed) on the start date of your Rental Period. You must leave by 10am on the last day.

6.2. Dog Policy

(a) We accept dogs in our cottages. Please note pets are not allowed upstairs, on beds or furniture.

(b) You must not leave any pets unattended in the property, including any garden. Dogs must be kept on a lead within the boundaries of the property (including the garden).

(c) If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property

6.3. Behaviour

You and all members of your party agree:

(a) to keep the property clean and tidy;

(b) to leave the property in a similar condition as you found it when you arrived. In particular, you should clean the property before you depart. We can, on request and on payment by you of an agreed extra charge, arrange for the property to be cleaned during your stay;

(c) to behave in a way at all times while at the property which does not break any law;

(d) not to use the property for any illegal or commercial purpose;

(e) not to sublet the property or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party;

(f) not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.

(g) Keep late-night noise to a minimum. All outside music and activities which can be heard by neighbouring properties or which take place outdoors are prohibited after 10.00pm so as not to disturb nearby residents.

(h) Precious Places can refuse to hand over the Property and can end a stay if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or if we have reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens, the contract between you and the owner will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you.

6.4. No Smoking Policy

(a) Smoking is not allowed anywhere within the Properties, this includes E-cigarettes.

6.5. Wi-Fi

(a) Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions.

6.6. Security deposits

(a) Some owners require payment of a security deposit. If this applies to your chosen property, this is a direct arrangement between you and the owner, which we may or may not administer on behalf of the owner. The amount, and details of how the payment should be made and how and when it will be returned (less any costs for breakages, damages etc. if applicable) will be provided at the time of booking. You may also be responsible for any costs the owner has as a result of your behaviour as set out in clause 5.

7. Damage

7.1. You are responsible for and agree to reimburse Precious Places Homes LTD against all costs incurred by Us as a result of any breakage or damage in or to the Property which are caused by You or any members of your party or any other persons invited into the Property by You. We can ask for an extra payment from You to cover any such costs as stated in clause 3.

7.2. If you discover that anything is missing or damaged on arrival please notify Us immediately.

7.3. We expect the Property to be left in a reasonable state on departure. If in the owner's opinion, additional cleaning is required, you will be liable to the owner for the cost of this cleaning.

8. Right of Entry

8.1. Precious Places representatives are allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, the owner's own terms and conditions or any other terms that apply to your booking and/or the property. We are also allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens, you will be given reasonable notice first.

9. Communication

9.1. Please see our **Privacy Notice** which explains how we will process your personal data.

9.2. Call 07841 104357 in case of an emergency (including Flood & Fire)

9.3. In the event of there being cause for complaint, please contact Us immediately. It is important that this is done whilst you are still at the property so that an on the spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be considered for complaints raised after the holiday has ended when the guests have denied the Owners the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.

10. Governing law & Jurisdiction

10.1. Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

Riverside Cottages may revise these Terms and Conditions at any time.

The prices and booking conditions displayed supersede all those previously published. Prices and booking conditions may be updated, changed or varied subsequently. Please see our website for the latest details.

Should any changes to the Terms of the Booking materially affect Your Booking, We will give You reasonable written notice of any changes and You can choose to cancel the rental agreement. In the event of such cancellation, we will refund any sums paid.

Precious Places Homes Ltd

Registered office: Front Suite 1st Floor Charles House, 148-149 Gt Charles St, Birmingham, B3 3HT

Registered in England and Wales - company registration number: 12482511

Privacy Policy and Your Personal Data:

At Precious Places we are committed to ensuring the privacy and security of your personal information, maintaining the trust and confidence of our guests is very important to us.

In this Privacy Policy it explains how we collect, use, share, secure and protect your personal data. We are responsible for collecting, holding and managing any personal data you share with us. We will keep your personal details safe and secure and will only use the information that we collect about you lawfully in accordance with such legislation as the General Data Protection Regulation (GDPR) and The Privacy and Electronic Communications (EC Directive) Regulations 2003.

Unless otherwise agreed with you, we will only collect basic personal data about you, which does not include any special categories of personal information about you (often known as 'sensitive personal data' such as sexual orientation, race or other similar information).

What information do we collect from you?

If you contact us to make a booking, or to make queries about a potential or ongoing booking, we will collect details that you give us in relation to that booking or query. This information may include your name, date of birth, contact details, payment details, information about people in your party, information about your booking and any other information we may need to help meet your specific needs. We will use your personal information to make Your Booking Agreement with Precious Places. If you do not provide this Personal Information, then we will be unable to provide the services you have requested. We will not collect any personal data from you that we do not need in order to provide and oversee the services we have agreed to provide with you.

How do we use/store your information?

- Your booking information is held securely on our third party, GDPR compliant booking system. The owners of the booking system have security in place to ensure data is kept safe at all times. Your data is stored electronically. We do not have paper copies of your Personal Information.
- Information you provide to us will not be shared with third parties without your knowledge. We use the information to provide holiday services to you under our contractual obligation and to provide you with the best possible service.
- We use Personal Information to conduct business, provide information and support for products and services, better understand your needs, refine and develop our business, improve services, personalize communications and ensure the best quality service experience.
- Limited information about your booking will be shared with the housekeepers.
- If you have consented to receive email marketing communications from us we will periodically send you emails which include offers that we think will be of interest to you. You are welcome to unsubscribe from our email communications by emailing us at info@preciousplaces.co.uk

We will always ask for your explicit permission to send you direct marketing communications.

- Payments transactions are carried out through independent third parties and governed by third party terms and conditions. We do not store or process credit card details. Precious Places uses Stripe Pay for our online direct bookings. You can see their security policy via their website: <https://stripe.com/gb/privacy>

Your Rights

We will hold your information on our system for a period that we deem to be commercially viable.

- You have the right to have all your information deleted from our systems.
- You have the right to ask for a copy of the information we hold about you.
- You have the right to change any incorrect information we hold about you.
- You have the right to ask us to stop processing information about you.

Where we process your personal data on the basis that you have given us your consent to do so then you may contact us at any time to withdraw your consent. If you wish to exercise any of these rights, or wish to object to our use of your personal information, please write to us at info@preciousplaces.co.uk

Our Website

We take a proactive approach to user privacy on our website, and ensure the necessary steps are taken to protect the privacy of users throughout their visiting experience. Our website complies to all UK national laws and requirements for user privacy.

Our site **DOES** contain links to third party sites. We are **NOT** responsible for the content or privacy practices of those sites, so please read their policies.

Use of Cookies

Cookies provide information regarding the computer used by a visitor. We may use cookies where appropriate to gather information about your computer in order to assist us in improving our website.

We may gather information about your general internet use by using the cookie. Where used, these cookies are downloaded to your computer and stored on the computer's hard drive. Such information will not identify you personally. It is statistical data. This statistical data does not identify any personal details whatsoever.

You can adjust the settings on your computer to decline any cookies if you wish. This can easily be done by activating the reject cookies setting on your computer.

Future Marketing

We will only email you with Our newsletters and marketing offers if you have given us your consent. Please note that if you consent to being sent our marketing information via email then your data will be shared with and you will be contacted by the third-party organisation Mailerlite, who will make this contact on our behalf. (<https://www.mailerlite.com>)

Your consent history to receive marketing materials will be held on the Mailerlite platform.

You will always have the option not to be included and to remove yourself from our mailing lists.

How to Unsubscribe, Delete or Retrieve the Information We Hold About You

If at any point you wish to see the information we hold about you, if you wish to stop receiving our marketing or wish for us to delete your information then there are a number of things you can do.

- You can click 'unsubscribe' to any marketing information that we send you.
- Email us at info@preciousplaces.co.uk

If you believe that any information We are holding is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any information found to be incorrect.

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