

UNIQUE HOMESTAYS

EST. 2001

INFO@UNIQUEHOMESTAYS.COM | +44 (0) 1637 881183 | UNIQUEHOMESTAYS.COM
STANLEY LAIN HOUSE, TREBUDANNON, NEWQUAY, CORNWALL TR8 4LP.
COMPANY NO. 4502158 | VAT NO. 945 1850 12

Unique Home Stays Ltd Booking Terms and Conditions

Please take the time to read these Booking Terms and Conditions, we appreciate that it is tempting to skip the content but these things are important. We have written the Booking Terms and Conditions to describe clearly booking policies and procedures and to clarify the contractual relationship between you and the Owner of the property.

If you require any help or advice please contact us.

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1. GENERAL INFORMATION

1.1. Unique Home Stays Ltd is registered in England and Wales under Company Number 4502158. Our registered address is: Stanley Lain House, Trebudannon, Newquay TR8 4LP.

1.2. In these conditions, 'The Client' is the person who has made arrangements with the Agent as the principle contact or party leader and is named on the Unique Home Stays Booking Form and Confirmation. 'The Agent' is Unique Home Stays Ltd.

1.3. Unique Home Stays Ltd act as Agent for the Owners (or their representative) of the property (also referred to as ‘the Owners’ or ‘the Owner’) offering Self Catered and Catered holidays. Holiday accommodation booking arrangements are handled by Unique Home Stays Ltd, on behalf of the Owners, and the contractual relationship for accommodation is directly between the Owner and the Client. Unique Home Stays will provide to you the Owner's name and contact details if requested to do so.

2. MAKING A RESERVATION

2.1. Reservations can be made by the Client via the internet or by telephoning the Unique Home Stays office. At the point of making a reservation, the Client shall receive a copy of the Terms and Conditions (T&Cs) and a Booking Form.

2.2. If any payment to Unique Home Stays is not received by the due date, the booking will be treated as a Booking Cancelled by the Client and the dates will be released.

3. CONFIRMING A BOOKING

3.1. Unique Home Stays Booking Confirmation consists of three linked parts: (1) Acceptance of the T&Cs, (2) Payment and (3) completion of the Booking Form. The T&Cs are deemed to be in force upon agreement by the Client and / or on receipt by Unique Home Stays of any payment from the Client. Entry to the property requires that all three parts are completed and the booking may be treated as a cancellation in accordance with the Cancellation Policy (Below) if Unique Home Stays is not in receipt of a completed Booking Form within seven days of Confirming a Booking.

3.2. To confirm a booking, the Client must acknowledge that they have read the T&Cs and complete the online Booking Form; confirmation of a booking is not possible without this.

3.3. The Client who completes the Booking Form and agrees the T&Cs does so on behalf of all members of the party and binds them jointly and severally to the terms therein (See Authority to Sign below).

3.4. The Client is also required to pay an initial deposit payment of 30% of the total cost of the holiday. If the booking confirmation date is within 8 weeks of the arrival date, Unique Home Stays shall require full payment of the holiday cost and any charges for additional services that might be due.

3.5. Any payment made by the Client to Unique Home Stays in respect of a property is deemed to confirm acceptance of these Terms and Conditions.

3.6. Upon receipt of payment Unique Home Stays will secure the property chosen for the requested dates and will send the Client a receipt to confirm funds received.

3.7. Once a booking is confirmed and subject to the Cancellation Policy (Below), the Client is liable for payment of the balance of the accommodation cost, along with any additional charges.

3.8. Payment to confirm a booking is possible by debit or credit card only.

4. PAYMENT OF BALANCE

4.1. Payment of the balance of the accommodation cost (and any additional charges) is due in cleared funds 8 weeks prior to the arrival date. Although Unique Home Stays will endeavour to email a reminder for the balance payment to the Client, it is the Client's responsibility to ensure that payment is received by the due date.

4.2. Unique Home Stays requires that the Client pays the balance in full, using one payment method only (See Payment Methods below).

4.3. If the Balance Payment is not received by midday on the due date, the Client authorises Unique Home Stays to debit any card details held for the Client with the appropriate charge. If funds are not available when requested, the booking will be treated as a Cancellation by the Client (See Cancellation Policy below) with the full accommodation cost due from the Client and the booking dates will be released. Restoration of the holiday shall be treated as a new booking where the full accommodation cost is due; since the dates will be released restoration cannot be guaranteed. Unique Home Stays shall not be responsible for any charges incurred.

4.4. For reasons of security and privacy, we do not provide full details of the locations of any of our accommodation until the Client pays the balance of the holiday cost in full. Upon receipt of the final balance payment, full directions to the property shall be provided to the Client.

5. PAYMENT OF THE CAUTIONARY DEPOSIT

5.1. A Cautionary Deposit may be required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, excessive or long distance telephone call charges, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required.

5.2. Where applicable, the amount of the Cautionary Deposit will be advised to the Client at the time of booking the holiday and in the Booking Confirmation email.

5.3. Where a Cautionary Deposit is required, Unique Home Stays will endeavour to email a reminder for the Cautionary Deposit to the Client, however it is the responsibility of the Client to ensure payment of this is received in full by Unique Home Stays a minimum of one

week prior to your arrival date.

5.4. Access to the property will be denied if full payment of the Cautionary Deposit has not been made in cleared funds and the booking will be treated as a cancellation, no refund will be due or issued.

5.5. Cautionary Deposits may be made by debit or credit card or bank transfer. If paying the Cautionary Deposit by bank transfer, the Client must allow sufficient time to ensure that the funds are cleared by the due date.

5.6. Cheques are not accepted for Cautionary Deposit payments.

5.7. If the Cautionary Deposit is not received by midday on the due date, the Client authorises Unique Home Stays to debit any card details held for the Client with the appropriate charge. If funds are not available when requested, the booking will be treated as a Cancellation by the Client (See Cancellation Policy below) and the booking dates will be released. Restoration of the booking shall be treated as a new booking where payment in full is due; since the dates will be released, restoration of a booking is not guaranteed. Unique Home Stays will not be held accountable for any charges incurred on any transactions processed from the card number held on file.

5.8. Cautionary Deposits paid by credit card are subject to a non-refundable processing charge (See Payment Method below).

5.9. To allow sufficient processing time, for bookings commencing on or between the last Friday in December and the first Friday in January, payment of the Cautionary Deposit will be due no later than the 18th December.

6. REFUND OF THE CAUTIONARY DEPOSIT

6.1. The cautionary deposit will be refunded within 14 days of your departure from the property less any costs incurred.

6.2. In the event of damages attributed to the Client or a member of their party during their stay Unique Home Stays shall notify this to the Client as quickly as reasonably possible together with any evidence provided by the Owner. The cost of any remedial action shall be deducted from the Cautionary Deposit and the balance refunded to the Client. Repayment may be delayed beyond 14 days if we are awaiting a quote from the Owner for repair or replacement of items.

6.3. In the event that the cost of rectification for losses or damage caused by the Client or a member of their party exceeds the Cautionary Deposit held, Unique Home Stays shall notify the Client of any additional amount owing. The Client is advised that the property Owner reserves the right to pursue recovery of any additional cost over and above the Cautionary Deposit and for this reason adequate personal liability insurance is strongly recommended (See Insurance Requirements below). Should additional costs be incurred we shall provide the Clients' contact details to the Owner to facilitate recovery directly.

6.4. The Client should ensure that Unique Home Stays has all information necessary to enable us to contact you when refunding your damage deposit. In the event that Unique Home Stays is unable to contact the Client to advise of deductions from the Cautionary Deposit, then Unique Home Stays will not be held accountable for any bank charges or other losses incurred by the Client resulting from those deductions from the Cautionary Deposit. If Unique Home Stays is unable to contact the Client, refund of the balance of the Cautionary Deposit cannot be guaranteed within 14 days.

6.5. Where the cautionary deposit is paid by bank transfer it shall be refunded by bank transfer. To facilitate this, the Client must provide Unique Home Stays with their correct bank account details (Unique Home Stays Accounts Department: +44(0)1637 882016). Refund of the Cautionary Deposit will not be processed until Unique Home Stays is in receipt of your account details, Unique Home Stays cannot be held responsible if the damage deposit is not refunded within the 14 day time scale if this information has not been provided. A charge may apply where the Cautionary Deposit is credited to an international bank account.

7. THE PRICE OF YOUR ACCOMMODATION

7.1. All prices quoted at the point of enquiry are valid until midnight of the day on which they were given.

7.2. Where a booking is not confirmed by payment, prices may be subject to change.

7.3. Notwithstanding the above, Unique Home Stays reserves the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

7.4. Any changes in the rate of VAT shall be borne by the Client.

8. PRICE GUARANTEE

Errors and omissions excepting, Unique Home Stays guarantees that the price of the holiday will not be subject to any surcharges once the Client has paid a deposit, unless the booking has been amended, once the confirmation has been issued. All prices are based on £Sterling. The introduction of consumer levies or VAT changes is excluded from the Unique Home Stays surcharge guarantee.

9. VAT

Many Owners of properties on the Unique Home Stays website are not registered for VAT, in which case no VAT is payable. Where VAT is payable, this is included in the cost of the accommodation.

10. PAYMENT METHOD

10.1. Payments may be made by debit card, credit card, bank transfer or cheque; please allow sufficient time (we recommend two weeks) for cheques or bank transfers to clear before the payment due date. Payment by bank transfer or cheque is not possible for Booking Deposits and payment by cheque is not available for Cautionary Deposits. Cheques for balance payments should be made payable to 'Unique Home Stays Ltd'. Post-dated cheques are not acceptable.

10.2. Unique Home Stays shall not store or process debit or credit card details instead Unique Home Stays uses a secure online payment gateway provided by Sage Pay to process payments. For information, Sage Pay is an industry leader and has achieved the highest level of compliance under the Payment Card Industry Data Security Standard (PCI DSS) and adheres to the most stringent levels of fraud screening, ensuring that card details remain secure throughout the transaction process.

10.3. All payments are made in £Sterling unless otherwise indicated. Overseas clients may pay in £Sterling by debit card, credit card, international bank transfer or cheque drawn on a UK bank. Any charges for receiving payments from overseas will be passed to the Client.

10.4. Where a tariff is advertised in a currency other than £Sterling or □Euros, the currency will be converted into £Sterling on the day the payment is requested and the Client shall be advised of the £Sterling amount by the Property Advisor. All conversions will be valid on the day they are provided only and a new quotation will be given if payment is not received by the close of business.

10.5. For properties advertised in □Euros, all payments shall be made in □Euros into the Unique Home Stays Euro bank account (details shall be provided), Unique Home Stays will not convert amounts into £Sterling. The Client should contact their bank for details of the charges and how to process foreign transactions.

Please note: Please include the name of the lead Client, Unique Home Stays Booking Reference and the property name with all payments where possible.

11. BOOKING AMENDMENTS

11.1. Requests to change confirmed booking dates must be made no later than three months prior to the arrival date. Unique Home Stays will make every effort to facilitate a booking amendment, however requests are subject to the consent of the property owner and may be declined. A £30.00 (Including VAT) Administration Fee will be charged to the Client for each amendment.

11.2. Booking amendments requested within 8 weeks will be treated as a booking cancellation and may be subject to the terms of the Cancellation Policy (Below).

11.3. Once a property booking has been confirmed, the booking can only be changed to another property by treating the original booking as a Cancellation by the Client (See Inter-Property Transfers and Cancellation Policy below).

11.4. By agreeing these T&Cs the Client warrants that they will not sell or transfer the booking to another party without Unique Home Stays consent.

12. INTER-PROPERTY TRANSFERS

Unique Home Stays offers high quality, unique accommodation from an exclusive, carefully selected collection of privately owned and beautifully maintained properties. Due to the individual and bespoke nature of each property, transfers between properties are not possible.

13. IF THE OWNER CHANGES YOUR ACCOMMODATION

In exceptional circumstances, it may be necessary to amend the arrangements made by the Client and the property Owner reserves the right to do so. Where such changes are considered to be a significant alteration of an essential item of the contract, Unique Home Stays will undertake to advise the Client as soon as is reasonably possible. Where a major change occurs (such as a change of destination or alternative property), the Client will be given the choice of either accepting the alternative arrangements or to cancel the booking; written confirmation of cancellation will be required. Once Unique Home Stays has received this in writing from the Client, a full refund of all monies paid, minus any credit card charges if applicable, will be made. If we do change your booking, our liability is limited to the cost of the original booking and we will not be responsible for any additional losses you suffer as a result of that change.

14. BOOKING CANCELLATION POLICY

14.1. Booking Cancellation by the Client

14.1.1. A booking can only be cancelled prior to the accommodation start date.

14.1.2. A Client wishing to cancel a booking must telephone the UHS office and speak to a Property Advisor; Unique Home Stays will also require written confirmation of cancellation (email is acceptable). The written cancellation must be issued and signed by the Client. The cancellation takes effect from the day that the written confirmation is received. All cancellations will be subject to a £30 (Including VAT) administration charge.

14.1.3. Unless Unique Home Stays has received a written cancellation notification, we will attempt to deduct any overdue funds relating to Balance or Cautionary Deposit for the booking. If this attempt to deduct overdue funds fails, the booking will be treated as a cancellation and Cancellation Charges will be applied as if the Client had cancelled the booking.

14.1.4. A cancelled booking cannot be reinstated.

14.1.4. Cancellation Charges are as follows:

14.1.4.1. The holiday deposit (30% of the total holiday cost): Where cancellation notice is received after the deposit has been paid and no less than 8 weeks prior to the booking start date, then the deposit is forfeit.

14.1.4.2. 100% of the total holiday cost: Where cancellation notice is received after the balance is due and/or been paid and less than 8 weeks prior to the booking start date then the Client shall be liable for the full cost of the booking.

14.1.4.3. Subject to application of an Administration Fee of £30 (Including VAT), wherever possible, UHS will actively re-sell cancelled dates. If successful, subject to the limits above, we will return to you any monies paid less the difference between the cost of the cancelled booking and the replacement booking.

14.1.4.4. If UHS is unable to sell any part of the cancelled period then all monies paid will be forfeit and for this reason we strongly advise clients to obtain their own holiday cancellation insurance.

14.1.4.5. UHS shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the whole of the cancelled period has been resold or the last day of that period is passed.

Please note: The ability to re-sell the dates only applies where UHS is actively marketing the property. In the event that the property is no longer advertised on the UHS website, the Client will need to contact the Owner to request a refund; UHS are not accountable and accept no liability in obtaining a refund in these circumstances.

14.2. Booking Cancellation by the Owner

14.2.1. It is extremely unlikely that an Owner cancels a confirmed booking. If however, the Owner does cancel a booking, Unique Home

Stays or the Owner will inform the Client as soon as possible and alternative accommodation of at least comparable standard will be sought. If this alternative accommodation is not acceptable to the Client, all monies paid by the Client will be refunded. If we do cancel your booking, our liability is limited to the cost of the original booking and we will not be responsible for any additional losses you suffer as a result of that cancellation.

14.2.2. By accepting the alternative property the Client agrees to the Booking Terms and Conditions. If the alternative accommodation has a lower tariff than the original property booked the Client will receive a refund of the difference. If the alternative property costs more than the original, the Client will be asked to pay the difference. Unique Home Stays or the Owner will not be liable for any further obligations, compensation or claims by the Client.

15. ARRIVAL AND DEPARTURE TIMES

The Client is requested to adhere to the arrival and departure times listed for the property. Changes to these times can be requested prior to arrival but are subject to confirmation from the property Owner and may incur a charge.

16. RESTRICTIONS/SPECIFIC TERMS OF THE PROPERTY

Some Unique Home Stays properties may have restrictions or specific terms in place for Clients staying at the property. UHS requests that Clients read the chosen property details thoroughly before confirming a booking. Once payment has been accepted for a booking, this becomes a confirmed booking and charges will apply should you wish to amend or cancel your booking.

17. ELIGIBILITY

Unique Home Stays properties are private homes. Individual Owners may have restrictions in place for the types of booking that they will accept in their property. Before confirming a booking, Clients must refer to the restrictions section of the UHS webpage for the specific property to identify any restrictions that apply. At the point of booking Unique Home Stays will request the occasion for your stay; if it transpires that the occasion is not as detailed, your Cautionary Deposit may be retained as compensation for the Owner.

18. PARTY SIZE AND MEMBERS

18.1. There are limits on the maximum number of guests that can be at a property and the number of guests at the property must not exceed those limits except with prior written agreement from Unique Home Stays or the Owner. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed.

18.2. Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional Clients are given unauthorised access to the property, then additional costs incurred will be deducted from the Cautionary Deposit. The Owner or UHS reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

18.3. Where an Alternative Group option rate has been paid, the Client accepts that this is on the basis that a limited number of bedrooms will be prepared for use. For example, a Client paying a 'Sleeps Up to Two Guests' rate at a property that accommodates four or more guests will pay a reduced rate reflecting that only one bedroom shall be used during the stay. Should a Client paying the reduced rate use extra bedrooms, then the Client agrees that the full cost of the accommodation may become due and this additional cost will be deducted from the Cautionary Deposit. If the additional cost is greater than the Cautionary Deposit, the Client authorises Unique Home Stays to debit any card details held for the Client with the appropriate charge.

19. ADDITIONAL REQUIREMENTS

A Client requesting additional services such as additional cleaning, catering, activities, supermarket delivery etc., is advised to arrange these as far in advance as possible of the arrival date. Generally, a minimum of seven days prior to the arrival date is required to arrange additional services. Where sufficient notice is not given, then arrangement of additional services is dependent on availability and is not guaranteed. Requests for additional services should be addressed to Unique Home Stays.

20. CARE OF THE PROPERTY

20.1. The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

20.2. In the event of any damage to property or equipment during the stay, the Client is required to notify the Owner; if this is not possible then the Client shall contact Unique Home Stays.

20.3. The Client shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste or recycling bins.

20.4. The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. The Client also agrees to adhere to any specific noise restrictions in place at the property. The Owner reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. The Owner is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition.

20.5. Failure of the Client to exercise reasonable care may result in deductions being made from the Cautionary Deposit.

20.6. On departure, if the Owner is dissatisfied with the condition of the property they may refuse to take a booking from the Client again. If a Client is excluded from any UHS property for any reason, UHS reserves the right to prevent the Client from booking any other UHS property.

Please note: Do ensure that you take all your belongings with you when you depart the property, as UHS reserves the right to deduct any charges incurred in returning your property from your Cautionary Deposit and/or debit/credit card held on file.

21. INVENTORY

Where an inventory has been provided for the rental property, the Client is requested to report any discrepancies to Unique Home Stays on arrival, otherwise the inventory will be deemed to be correct.

22. DIGITAL PROPERTY GUIDES

Unique Home Stays will provide you with a comprehensive digital property guide for your reference. The digital property guide will contain all the information required to enjoy your stay together with recommendations for things to do and places to visit. In the interests of security, the Client agrees not to print or discuss the content of the digital property guide with any party not included in the Booking Party.

23. PERSONAL BELONGINGS

Neither Unique Home Stays nor the Owner can accept any responsibility or liability for loss of or damage to any of the Client's personal items, belongings or vehicles, however caused. If the Owner is required to enter the property during a stay (E.g. to carry out maintenance or cleaning), the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used.

24. CHILD-FRIENDLY PROPERTIES

At child-friendly properties in which the Owner has provided a high chair, cot and stair-gate or other similar facilities, these are for use at the discretion of the Client and neither the Owner nor Unique Home Stays shall be responsible for any damages that occur as a result of usage. At Unique Home Stays, we define babes-in-arms as an infant under the age of 12 months on the date that your booking starts. We request that cots be used only for a child aged 24 months or less at the time the booking starts.

25. LINEN

Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels and Unique Home Stays asks that the Client to take care when using these products. UHS recommends that Clients planning to use such products during their stay bring their own spare linen to prevent damage to items within the property. If damage / staining does occur and the items cannot be cleaned, a charge may be levied from the Cautionary Deposit to replace these items.

26. SMOKING

Please note that all Unique Home Stays properties are non-smoking. Clients failing to adhere to this condition may forfeit the Cautionary Deposit.

27. PETS

27.1. Pets are only permitted at pet-friendly properties with prior consent of Unique Home Stays and the property Owners; an additional accommodation charge will be made for pets.

27.2. Any specific terms for pets included on the Booking Form must be adhered to. Where pets are permitted, they are to be kept under control at all times. The Client is responsible for any damage caused by pets whether inside or outside the property. If extra cleaning is required as a result of a Client having pets in the property, this may be deducted from the Cautionary Deposit.

27.3. Pets are not permitted into bedrooms or on the furniture at any time. Neither UHS nor Owners can accept responsibility for pet safety. Clients agree not to leave pets unsupervised or alone at the property at any time.

27.4. Pets should be cleaned and fully dried off before being allowed to enter the property after being outside.

27.5. Clients agree to bring their own pet bedding, food bowls and other pet paraphernalia to the property as unless specified these items will not be available at the property.

27.6. Clients shall dispose of pet faeces in a clean and sanitary manner.

27.7. Where the description of a property states 'Sorry no pets' or otherwise restricts pets at the property, UHS or the Owners cannot guarantee that pets have not been kept previously at the property.

27.8. Additional pet restrictions may apply at some properties, these will be detailed in any Property Specific Terms and Conditions. Clients should ensure that any arrangements in place for pets at a property, including these terms, are suitable for their pet prior to booking.

28. AUTHORITY TO SIGN

28.1. The person who completes the Booking Form certifies that they:

28.1.1. Are authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date, and binds them jointly and severally to these terms.

28.1.2. Are over eighteen years of age.

28.1.3. Agree to take responsibility for the party members occupying the property, and to notify Unique Home Stays if they are not a member of that party.

29. ACCOMMODATION RESERVATION

When the Client, has made a payment and returned all paperwork as requested, the holiday accommodation is confirmed. Confirmation is the acceptance of the booking by UHS under these Terms and Conditions. Unique Home Stays will send the Client, a confirmation email verifying the details of the accommodation that has been booked. This is the only confirmation that will be sent unless the Client decides to

alter any details of the holiday booked (charges will apply), when an updated invoice will be issued.

30. INSURANCE REQUIREMENTS

Although not mandatory as part of the T&Cs, Unique Home Stays strongly advises the purchase of holiday insurance. Cancellation due to most reasons genuinely beyond your control (except disinclination to travel or financial reasons) can usually be covered by a travel insurance policy. Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking for their own protection and peace of mind. Ideally the insurance policy will cover other eventualities such as travel and road conditions as neither Unique Home Stays nor the Owner shall be liable for events outside our control that may prevent you accessing the property (See Events Beyond Our Control below). We also strongly recommend that any insurance covers losses due to personal liability claims because Clients are legally responsible for any damage that they cause during their stay.

31. PROPERTY STANDARDS

31.1. The properties marketed by Unique Home Stays are inspected carefully on an annual basis, however UHS does not accept any liability for any misrepresentation by the Owner or any change made by the Owner since our inspection. Changes may occur during the period between the preparation of the description and your accommodation booking; therefore UHS reserves the right to change any of the facilities or services advertised. UHS does not accept responsibility for modifications made by the Owner without our knowledge; for breakdown in water supply, gas or electricity; for infestation, or the breakdown of swimming pool filtration systems, although the Owner will do everything within their control to arrange for these problems to be solved. It is a requirement that any problems are reported immediately to the property Owner or UHS.

31.2. Internet Access and Telephone Services are offered in some properties. Where our owners do offer broadband, this is on the basis that neither they or Unique Home Stays warrant that the service will be available constantly and that any service is provided purely for recreational use and not for business purposes. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of an internet access service can be guaranteed and neither the owner or Unique Home Stays will be liable for any form of damages, compensation or expenses claimed by any guest in respect of the provision of internet services or telephone services not being available or failing.

32. PROPERTY MAINTENANCE ISSUES AND COMPLAINTS

32.1. The Client must report any pre-existing damage noticed upon arrival within 24 hours.

32.2. If any issues arise during the stay the Client must contact the property Owner or Unique Home Stays as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

32.3. If the Client feels that their complaint has not been resolved satisfactorily on completion of the holiday, Unique Home Stays requests that the verbal complaint is followed-up by writing to the Owner within seven days of departure from the property.

32.4. It is the responsibility of the Owner and the Client to resolve any disputes arising between them, including those relating to retention of the Cautionary Deposit in whole or part. As the Agent, Unique Home Stays Ltd is not and cannot become responsible or involved in this process since the contractual relationship is between the Client and the property Owner.

33. PRIVACY POLICY

33.1. Any personal information supplied to Unique Home Stays is used, held or stored in accordance with the Data Protection Act 1998.

33.2. UHS shall only make information about you available to those involved in supplying your holiday; this includes the property Owner to whom we will provide the Client name, additional guest names and Client contact details. UHS never provides Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.

33.3. Personal information provided by the Client in registering for a service will be used by UHS in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service UHS will always provide the option to unsubscribe.

33.4. In agreeing these T&Cs the Client warrants that the property details, including the property name, address and Owner details will not be reproduced or passed onto a third party without permission from UHS.

33.5. For the security and privacy of the Owner, UHS shall not disclose the true name of the property until a deposit has been received and the T&Cs agreed by the Client. The full details, including the address, comprehensive directions and key collection arrangements shall be sent upon receipt of the balance payment in full.

33.6. The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

34. INTELLECTUAL COPYRIGHT

The copyright and all other rights on uniquehomestays.com are owned by Unique Home Stays or the material is included with the permission of the rights owner; copying site content for any commercial or business use is strictly prohibited.

35. LIABILITY

35.1. Unique Home Stays shall not be liable for any act, neglect or default on the part of the Owners or any other person not within the employ of Unique Home Stays or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation unless UHS is responsible. In addition, UHS accepts no liability for loss of or damage to a Client's possessions on the Owner's property or land.

35.2. Nothing in these conditions excludes or limits the liability of UHS: for death or personal injury caused by UHS negligence; or for any matter which it would be illegal for UHS to exclude or attempt to exclude their liability.

35.3. Whilst we do not exclude or limit our liability for loss or damage sustained by Clients as a result of negligence by our employees or agents, this cannot extend to actions/omissions by the property Owner over whom we have no direct control.

35.4. UHS (for itself, its employees and agents) and the Owner shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

36. EXCLUSION OF LIABILITY FOR SUPPLIERS GOODS AND SERVICES

Unique Home Stays include a number of suppliers on uniquehomestays.com and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.

37. EVENTS BEYOND OUR CONTROL

37.1 Unique Home Stays cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligation is prevented or affected by circumstances or events outside our control.

37.2 An event outside our control is any event which Unique Home Stays or the Owner could not, even with all due care and attention, avoid. Such events include without limitation fire, explosion, flood, storm or other adverse weather, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances including disinclination to travel.

38. PASSPORTS AND VISAS

It is the responsibility of the Client to ensure that all travel documentation is valid as airlines will not permit passengers to travel who do not have the correct documentation and who cannot comply with all regulation Health requirements: there are currently no vaccinations required for entry into the UK.

39. BREACH OF CONTRACT

If any of the above conditions are breached by the Client or any member of their party, the Owner or Unique Home Stays reserves the right to enter the property and request that the party leave the property with immediate effect.

40. GOVERNING LAW

This agreement is governed by English law with English Courts having exclusive jurisdiction.

Thank you for taking the time to read through the Terms and Conditions.