

South Lodge *in the* Cotswolds

South Lodge in the Cotswolds Terms and Conditions

In these terms and conditions the following terms have the following meanings:

'Accommodation' means the property shown in the confirmation invoice;

'Agreement' means the agreement between the Landlord/Operator of South Lodge in the Cotswold and the Visiting Guest for the holiday rental of Accommodation on these Terms and Conditions;

and

'Visiting Guest' means the person named in the confirmation invoice.

1. Agreement

The making of a confirmed booking will form an agreement on these Terms and Conditions between the Visiting Guest and The Landlord/Operator for the holiday rental of the Accommodation.

The Landlord/Operator permits the Visiting Guest to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.

The Visiting Guest will be responsible for all payments and for any damage, other than that covered under the non-refundable accidental damage waiver fee (see clause 13.3), whether caused by the Visiting Guest or his or her party and shall make his or her party fully aware of these Terms and Conditions.

2. Price Changes

Holiday prices are reviewed each year in autumn, for the coming calendar year. Once prices are reviewed, the price for each Visiting Guest's booking is confirmed on their confirmation invoice.

If the Visiting Guest has booked in advance of the price review, and the price for their holiday has changed as a result of the review, the Landlord/Operator will notify the Visiting Guest in writing as soon as possible. The Landlord/Operator will then ask the Visiting Guest to confirm the booking at the agreed new price, or confirm that they no longer wish to continue with the booking. Should the Visiting Guest choose not to continue they shall be entitled to a full refund.

If The Landlord/Operator has not heard back from the Visiting Guest within 3 weeks it shall notify them again and if it has still not received confirmation within a further 2 weeks it shall have the right to terminate the booking. In such circumstances, The Landlord/Operator will only be liable for the return of the deposit.

It is important in order for The Landlord/Operator to correspond with the Visiting Guest that the Visiting Guest keeps Landlord/Operator Holiday Cottages notified of any changes in their contact details.

3. Booking and Payment Terms

For bookings made 6 weeks or more in advance, the booking for a holiday will be effective when a deposit of 40% of the holiday price (rounding up to the nearest pound sterling) has been received by the Landlord/Operator.

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Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days. The full balance of the total holiday cost (including any increase made in accordance with these Terms and Conditions) will be payable not later than 6 weeks before the holiday begins.

For bookings made for a holiday less than 6 weeks away, full payment must be made at the time of booking.

The holiday price does not include Value Added Tax (VAT) which shall be charged at the prevailing VAT rate.

All payments can only be accepted in Pounds Sterling and will be settled by bank transfer to our bank account.

4. Cancellation

If a Visiting Guest wishes to cancel a confirmed booking it must give the Landlord/Operator notice in writing as soon as possible. A 100% cancellation charge will be payable. On receipt of the written cancellation The Landlord/Operator will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00 (fifty pounds) to cover office administration.

If, following a booking, the full balance is not paid on time, the Landlord/Operator shall notify the Visiting Guest. If, after two (2) weeks from the date on which full payment is due, full payment has not been received by the Landlord/Operator then it may cancel the holiday booking and the above cancellation charges will apply and the Visiting Guest remains liable for 100% of the holiday cost.

5. Landlord/Operator Right to Refuse/Alter

The Landlord/Operator may, at its discretion, refuse any booking.

The Landlord/Operator may cancel or alter arrangements made for the Visiting Guest whether before or during the holiday period provided that such cancellation or alteration is necessary:

- due to circumstances beyond the reasonable control of the Landlord/Operator; or
- to perform or complete essential remedial or refurbishment works.

If a booking is altered or cancelled by the Landlord/Operator due to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative booking.

If the Landlord/Operator is not able to offer such an alternative or the Visiting Guest does not accept the alternative offered, the Landlord/Operator will return to the Visiting Guest the relevant proportion of the money paid by the Visiting Guest to the Landlord/Operator in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

If a booking is altered or cancelled by the Landlord/Operator in order to perform or complete essential remedial or refurbishment works it shall offer the Visiting Guest a cottage in the same or a higher price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

6. Change of Booking

Transferred bookings are not normally permitted e.g. a transfer from one date to another.

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The Landlord/Operator may, at its discretion, accept transferred bookings subject to payment of a fee of £50.00 (fifty pounds). However, transfer of bookings will not normally be accepted within one month of the Visiting Guest's holiday, or from one calendar year to another.

7. Maximum Numbers of Visiting Guests

Occupation must be limited to four (4) persons for the Accommodation stated in the booking form or on the Landlord/Operator website, in the available beds only - no tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available in each property. To exceed the maximum number of persons in the property overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

8. Services

The holiday price will include normal charges for water, gas, electricity, or oil with the exception of heating. A fuel surcharge will be applicable for heating when heating required. Visiting Guests will be notified of the relevant surcharge where applicable. Visiting Guests must comply with the instructions found in the welcome pack in the Accommodation regarding the appropriate fuel for use within the Accommodation. Any damage caused by using inappropriate fuel will be charged to the Visiting Guest.

9. Liability and Loss of Visiting Guest Property

Any Visiting Guest's property found at the Accommodation or on Landlord/Operator property will be subject to the Landlord/Operator Holiday Property Policy regarding lost property as described in the welcome pack in the Accommodation.

Lost property will normally be disposed of if it is not collected within 3 months and The Landlord/Operator may charge a reasonable administration fee to cover the costs of storage and handling of lost property.

The Landlord/Operator will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

- unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- where such loss or damage is not a reasonably foreseeable result of any such breach; or
- where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the Landlord/Operator.

10. Pets

Dogs are not permitted except when prior arrangement has been made with the Landlord/Operator. Where dogs are permitted then a maximum number of one dog shall apply and only a well trained dog is permitted on condition that it is not allowed upstairs, on the furniture, and especially the beds, nor left unattended in the Accommodation. A charge will be made. No other domestic pets can be accepted.

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Assistance dogs are permitted in the Accommodation and the restrictions and charges described in Clause 10.1 above do not apply to such dogs, however the Visiting Guest must notify The Landlord/Operator of the intended presence of any assistance dogs prior to booking.

11. Landlord/Operator Right of Entry

As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. The Landlord/Operator and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

The Landlord/Operator will give the Visiting Guest reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00am - 4.30pm to the greatest extent possible.

12. Visiting Guest Obligations

The Visiting Guest will be responsible for all payments and for any damage, other than that covered under the non-refundable accidental damage waiver fee (see clause 13.3), whether caused by the Visiting Guest or his or her party and shall make his or her party fully aware of these Terms and Conditions.

The Visiting Guest agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

The Visiting Guest must allow the Landlord/Operator and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

The Visiting Guest must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Landlord/Operator or to any neighbours.

The Visiting Guest and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visiting Guest has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.

Smoking is not permitted in any part of the Accommodation and the Visiting Guest and any member of his or her party agrees not to smoke inside the Accommodation.

The use of candles or fireworks by the Visiting Guest or his or her party at the Accommodation is not permitted unless expressly agreed in writing with the Landlord/Operator. Use of barbecues is not permitted at any time unless by prior arrangement with the Landlord/Operator.

13. Damages and Security Charge

The Landlord/Operator recommends that Visiting Guests hold personal insurance for accidental damage and personal liability.

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If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to The Landlord/Operator immediately otherwise it will be presumed that the damage/loss was caused by the Visiting Guest and a charge will be made.

All bookings will be subject to a non-refundable accidental damage waiver fee, in lieu of being required to lodge a sum of money to cover the cost of accidental damage during your holiday. This charge exempts you from having to pay for any minor accidental damage and/or breakages in, at or to the property up to the value of £500 per stay and is payable to us with your final balance.

This charge is not obligatory and if you prefer not to pay the accidental damage waiver fee, you may pay a refundable damage deposit of £500 at the time of booking. The cost of any damages or breakages up to the value of £500 will be deducted from the deposit and the remainder refunded to you. If no damage or breakages happen during your stay, the deposit will be refunded to you in full within 4 weeks of the end of your stay.

Whether you pay the non-refundable accidental damage waiver fee or the refundable damage deposit you will be responsible for the cost of any breakages and/or damage caused in excess of £500.

14. Occupation

The Agreement is personal to the Visiting Guest. The Visiting Guest must not use the Accommodation except for the purpose of a holiday by the Visiting Guest and the Visiting Guest's party during the holiday period, and not for any other purpose or longer period.

The maximum occupancy of the Accommodation shall not be exceeded. However The Landlord/Operator will always give reasonable consideration to specific requests for use of the Accommodation which may relate to occupancy (for example, a function or celebration). If the Visiting Guest wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of the Landlord/Operator. If permission is granted, an additional charge will be made.

15. Water Supply

The Landlord/Operator cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of the Landlord/Operator's reasonable control.

16. Weather

If the Accommodation becomes inaccessible due to bad weather the Landlord/Operator will take reasonable steps to inform the Visiting Guest. However, the Landlord/Operator's liability does not extend to weather related conditions that affect public roads.

17. Comments/Complaints

Every reasonable care will be taken to ensure that the Accommodation is presented to Visiting Guests to a high standard. Should the Visiting Guest find on arrival that there is a problem, or cause for complaint, the Visiting Guest should immediately contact the Landlord/Operator. Reasonable steps will then be taken to assist the Visiting Guest.

The Landlord/Operator is committed to ensuring that any problems or complaints the Visiting Guest may have whilst at the Accommodation are resolved efficiently and promptly, but as such

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must be given the opportunity to do so. Any refusal to notify the Landlord/Operator or refusal of reasonable rectification may affect the Visiting Guest's right to compensation or repayment.

Visiting Guests must provide a mobile telephone number for the Landlord/Operator to communicate with them about problems or complaints. Visiting Guests must allow access to the Accommodation by any staff or contractors of the Landlord/Operator to resolve all problems or complaints. The Visiting Guest must allow the Landlord/Operator the reasonable opportunity to assist in resolving the complaint or problem. If the Visiting Guest refuses reasonable rectification, the Visiting Guest may affect their rights to compensation or repayment.

Visiting Guests must formally confirm any unresolved complaint in writing to the Landlord/Operator within 21 days of return from holiday, addressed to:
Complaints, Great Rissington Hill, Great Rissington GL54 2LH

18. Arrival and Departure Times

The Visiting Guest and his or her party must arrive after 3:30pm but before 7:00 on the first day of the holiday period booked and depart before the departure time of 10:00am on the last day of the holiday period. The Landlord/Operator especially recommends arrival before 7pm in winter months where access is often made more difficult due to lack of local lighting. Any stay that extends over this period will be subject to a charge being made for additional days.

The Visiting Guest will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visiting Guest must return them in person on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

19. Rural way of life

Many of the property are located in rural areas and any action by the Visiting Guest and his or her party that interrupts or endangers the livelihood of others authorised to use the the surrounding property and land belonging to the Landlord/Operator, will constitute a breach of the Agreement by the Visiting Guest.

20. Right to Evict

The Landlord/Operator may terminate the Agreement on notice, and in such case the Visiting Guest and his or her party must leave the Accommodation, (without compensation being payable to the Visiting Guest or any member of his or her party) if this is deemed necessary by the Landlord/Operator where

- there is a serious breach by the Visiting Guest of the Agreement
- the Visiting Guest's or his or her party's behaviour endangers the safety of others
- any complaints are made of anti-social behaviour
- unreasonable breakages or damage occurs
- smoking restrictions are not observed.

21. Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.