DEFINITIONS In these Booking Conditions:

“Booking” means a booking for a Property.

“Booking Conditions” means the terms and conditions of the Booking as set out in the general notes.

“Booking Form” means the booking form supplied with this brochure or on the Website.

“Contract” means the contract between You and the Owner of the Selected Property, which may be amended from time to time in writing between You and Rural Retreats or the Owner.

“Data Protection Legislation” means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals.

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

“Property” means any of the properties advertised in this brochure, on the Website or on the Office.

“Rental Fee” means the total fee for the Selected Property as set out in this brochure or on the Website or as otherwise agreed in writing including rental, heating, electricity, use of bed linen/towels (if supplied) and VAT if applicable but excluding any charges for additional services provided by Rural Retreats or the Owner other than Rural Retreats’ own booking fee which is included.

“Rental Period” means the period of time for which You wish to rent the Selected Property as stated in the Booking Form or other written confirmation of the Booking from You.

“Rural Retreats” means Rural Retreats Limited, a company registered in England and Wales with company number 1772, whose registered office is at Retreat House, Drycott Business Centre, Drycott, Moreton-in-Marsh, Gloucestershire, GL56 9JY.

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

“Website” means Rural Retreat’s Website at www.ruralretreats.co.uk.

“You” means the person who makes a Booking.

1. AGENCY 1.1 Rural Retreats arranges short term holiday rentals of the Properties (including the marketing, booking and liaising services) as agent for the Owner of the relevant Property; and, in such cases, manages a Property as agent for its Owner as well.

2. CONTRACT 2.1 The Contract for renting the Selected Property is between You and the Owner and it incorporates and is subject to these Booking Conditions.

2.2 By making a Booking you are deemed to have made an offer to enter into a contract with the Owner for the letting of the Selected Property in accordance with the Booking Conditions.

2.3 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding on You and the Owner unless this Contract and the Booking form a confirmation form to you pursuant to condition 3.5.

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

• Contacting Rural Retreats by telephone on 01386 896216; or

• Sending an email giving details of your Booking requirements to enquiries@ruralretreats.co.uk; or

• Booking online at www.ruralretreats.co.uk.

3.2 If, when making your Booking, the start date of your proposed Rental Period is more than 8 weeks away, You must pay a non refundable deposit to Rural Retreats. This deposit is one third of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.

3.3 The entire Rental Fee is payable at the same time as the start date of the Rental Period, no cheques or credit card payments will be accepted and the payment must be made in cleared funds, i.e. by debit card or BACS.

3.4 All cheque payments shall be made to Rural Retreats at the address stated in these Booking Conditions and made payable to “Rural Retreats Limited”.

5 CANCELLATION 5.1 If You cancel the accepted Booking for any reason, You must notify Rural Retreats in writing at the address stated in these Booking Conditions.

5.2 A cancellation charge is payable depending on the number of days (or part thereof) before the Rental Period start date that the notice of cancellation is received at Rural Retreats. The amount payable is set out below, where number of days refers to the number of days notice given at cancellation period and, the Class refers to the percentage of the Rental Fee of the Selected Property:

<table>
<thead>
<tr>
<th>No. of days prior to the start of the Rental Period booked</th>
<th>Cost you will incur to cancel your confirmed Booking</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-28 days</td>
<td>100% of the Rental Fee</td>
</tr>
<tr>
<td>29-56 days</td>
<td>50% of the Rental Fee</td>
</tr>
<tr>
<td>57 days or more</td>
<td>Full deposit under Condition 3.2</td>
</tr>
</tbody>
</table>

5.3 Please note that should a cancellation be made the Owner shall be entitled to retain sums received from you in accordance with further condition 5.5.

5.4 If the Selected Property which you have booked and which has been booked by another person is unavailable or unusable for any reason prior to the start of the Rental Period, Rural Retreats will use its reasonable endeavours to find a suitable alternative Property.

5.5 If an alternative Property is unavailable, you will be reimbursed any sums received from you in respect of the Rental Period booked.

5.6 If you agree to take an alternative Property, you will be sent a confirmation form setting out details of the new Property, Rental Fee and Rental Period and You will be deemed to have entered into a new contract with the Owner of the new Property (deemed to be the Selected Property), such contract to have incorporated these Booking Conditions and you shall be liable to make payments in accordance with these Booking Conditions.

6 RENTAL PERIOD 6.1 The Rental Period commences, unless otherwise notified, at 4.00 pm on the day of arrival and terminates at 10.00 am on the day of departure.

6.2 On some Properties for a minimum stay of 2 nights at certain times of the year late departures may be available at Rural Retreats’ discretion for a fee.

6.3 Rural Retreats will notify you, once you have paid the Rental Fee in full, if a late departure is available and at what fee.

6.4 If your stay extends beyond the period of hire in condition 6.1, Your booking may be extended, at any additional agreed under conditions 6.2 and 6.3, you may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

7 CHANGES OF RENTAL PERIOD 7.1 Rural Retreats will endeavour, but is under no obligation, to consider a request from you to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:

• the Selected Property is available for the new Rental period requested;

• you pay an administration fee, £42.00 (including VAT) at time of publication but variable, and any sums due in respect of any higher prices for the Selected Property for the new dates.

8 USE OF SELECTED PROPERTY 8.1 You agree that the number of people staying in the Selected Property will not exceed the maximum number of persons as set out in the brochure or on the Website save that (unless stated otherwise in the brochure or on the Website) in addition infants under the age of 2 years at the start of the Rental Period may also stay if sleeping in a cot up to a maximum number of infants equal to the number of bedrooms to the Specified Property.

8.2 You agree that the Selected Property will be used for personal and domestic purposes only.

8.3 You agree that the Selected Property will not be used for any commercial purposes without the written consent of Rural Retreats.

8.4 You agree that the Selected Property will not be used for any activity or in such a way that causes a nuisance or annoyance to neighbours of the Selected Property.

8.5 You and your guests will comply with any reasonable regulations relating to the use of the Property or site within which the Selected Property is situated, which will be communicated to you upon your arrival at the Selected Property.

8.6 Smoking of tobacco in any form or E-cigarettes is not permitted within any property offered by Rural Retreats.

9 CARE OF SELECTED PROPERTY 9.1 You agree to keep the Selected Property and its contents in the same condition and repair as found upon arrival at the Selected Property and shall procure that your guests shall also take such care of the Selected Property and its contents.

9.2 For nearly every Selected Property Rural Retreats has agreed a Damage Waiver policy which means the costs of making any good loss or damage to the Selected Property and its contents caused by You or any of your guests or accompanying animals up to a predetermined amount depending on the size of the Selected Property will not be recovered from You. This amount will be specified in the booking confirmation.

9.3 If the selected Property is not covered by a Damage Waiver policy, You may be required by the Owner to pay a security deposit at the time of booking. If this applies to the Selected Property you will be advised of the amount at the time of Booking. The security deposit will be refunded at the start of the Rental Period (less any reasonable costs for any additional cleaning if this is reasonably considered necessary).

10 PETS 10.1 Dogs are welcome in some Properties, but there is a charge for taking one, and a maximum of two, household pets. For details please contact Rural Retreats or visit the Website. A small selection of Properties will accept more than one well behaved dog. You should check the Selected Property details and specify that you wish to bring a dog or dogs at the time of Booking so that Rural Retreats can confirm whether or not this will be permitted.

10.2 Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all Properties at no extra charge, even where the Property description states that dogs are not allowed.

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

10.4 Guests with allergies should be aware that the Owner cannot guarantee that there have been no dogs at the Selected Property, nor (subject to condition 14.2) does the Owner accept any liability for any suffering which may occur as a result of such pets having been in the Property.

11 RIGHT OF ENTRY Rural Retreats and the Owner shall have the right to enter the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purpose of inspection or to carry out any necessary repairs or maintenance.

12 RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT 12.1 Rural Retreats and the Owner reserve the right to refuse Bookings from: a) groups of people under the age of 21; and/or b) hen or stag parties.

12.2 You must inform Rural Retreats at the time of Booking if your party falls in condition 12.1(a) and/or 12.1(b).

12.3 Rural Retreats and the Owner reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by Rural Retreats or the Owner or You which shall remain following termination and ask You and your guests to leave the Selected Property immediately if it is considered necessary by Rural Retreats or the Owner or You which shall remain following termination and ask You and your guests to leave the Selected Property immediately if it is considered necessary by Rural Retreats or the Owner.

12.4 In the event that your Contract is terminated in accordance with condition 12.3, the Owner reserves the right not to refund you any part of the Rental Fee in respect of the shortened Rental Period.

13 COMPLAINTS 13.1 Should you have any complaint during your stay in the Selected Property, you should notify Rural Retreats promptly and describe the nature of the complaint and take all reasonable endeavours to resolve any complaints on behalf of the Owner but, in accordance with condition 14.1, accepts no liability for any actions that are performed on behalf of the Owner which shall be solely in the discretion of the Owner.

13.2 Within the property there will be the telephone number of the owner/housekeeper of the Property, who you can contact in the event that you have a problem with the Property.

13.3 If the owner/housekeeper is unavailable, please contact Rural Retreats on 01386 896216.
14.3 If you wish to make a complaint after your Rental Period has ended please do so to Rural Retreats in writing within a reasonable time but in any event within three months from the date of your departure. The Repair and Replacement Compensation cannot be offered where a complaint has not been raised during your stay.

14 LIABILITY
14.1 Rural Retreats acts as agent on behalf of the Owner to You or any of your party under or in connection with the Contract (save in respect of condition 16) or for any acts or omissions of the Owner or its employees.

14.2 Nothing in these Booking Conditions shall limit or exclude the liability of the Owner or Rural Retreats for death or personal injury resulting from negligence or for fraud.

14.3 Subject to condition 14.2 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.

14.4 Subject to condition 14.2 the Owner and/or Rural Retreats shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

14.5 Subject as stated in condition 14.2, the aggregate liability of the Owner and/or Rural Retreats to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damage or loss exceeding the total amounts in respect of Rural Retreats Fee received by You.

15 FORCE MAJEURE
15.1 Neither Rural Retreats nor the Owner shall be liable for any delay or nonperformance of the Contract or any part thereof if the entire performance is interrupted or prevented by any act or omission beyond its reasonable control. Rural Retreats or the Owner may extend the duration of the Contract as reasonably practicable upon it becoming aware of the same notify You.

16 DATA PROTECTION
16.1 For the purposes of this clause, capitalised terms not defined elsewhere in this Clause shall have the meanings set out in the Data Protection Legislation. The Owner and Rural Retreats are joint Data Controllers of all Personal Data provided to Rural Retreats by You. The Owner agrees that Rural Retreats can process such Personal Data on its behalf, for the purposes of processing and undertaking your booking and:

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

16.3 To the extent that Rural Retreats is a Processor, You agree that Rural Retreats may Process the relevant Personal Data and may need to pass your Personal Data on to third parties and organisations who need to know them so that the Booking can be provided.

16.4 When acting as a Processor, in relation to the Booking and the Contract, Rural Retreats shall:

16.4.1 Process the Personal Data only to the extent necessary for the purpose of providing the services and in accordance with any written instructions from You and this Clause 16;

16.4.2 implement and maintain appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure that appropriate levels of protection of Personal Data is achieved; and protect it from unauthorised or unlawful processing and accidental loss, destruction or damage. Rural Retreats shall take all reasonable steps to ensure that the processing of your Personal Data is accurate and kept up to date. For example, the local shop or pub may have closed for business. Please ensure that you check all of the details on your Selected Property (including prices) with Rural Retreats at the time of Booking. Rural Retreats will endeavour to notify you of any changes or inaccuracies in any information contained in the brochure or on the Website, or otherwise provided to you, as soon as reasonably practical after we became aware of any such change;

16.4.3 ensure that adequate security measures have been put into place and that all appropriate steps have been taken to prevent unauthorised access, or disclosure to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

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

16.4.5 ensure that any third party are subject to appropriate obligations of confidentiality;

16.4.6 will not engage any third party to carry out its Processing obligations other than by way of a written contract which confirms that such third party will, at all times during the engagement, be subject to Processing obligations which comply with this Data Protection Legislation;

16.4.7 as soon as reasonably possible and without undue delay notify You about any request (including subject access requests) or complaint received from Data Subjects without undue delay (unless authorised to do so by You) and assist You by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints at its then-current rates;

16.4.8 notify You without undue delay as soon as Rural Retreats becomes aware of any relevant breach in data security;

16.4.9 on termination or expiry of this Contract, destroy or return (subject to payment of a fair market value Personal Data in its current possession, possession and control and delete all existing copies of such data except to the extent it is required to retain a copy of the Personal Data by law.

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

16.6 You consent to Rural Retreats appointing the third party Processors needed to complete the relevant Bookings.

16.7 You acknowledge that Rural Retreats will collect, name, address, email and other contact details (as well as bank details) in order to complete the Booking, and that Rural Retreats’ Processing of such Personal Data shall continue for the duration of the Contract.

16.8 Full information on how Rural Retreats will use your personal data is available in our privacy policy on the Website.

GENERAL NOTES - BROCHURE DETAILS
Rural Retreats prints the brochure every 12 months. Rural Retreats for itself and as agent and the Owners of Properties aim to ensure that the particulars of the Properties and any furniture or fixtures on the Website are accurate. Nevertheless, on occasions there may have been a change of circumstances and the brochures of properties may not be up to date.

For example, the local shop or pub may have closed for business. Please ensure that you check all of the details on your Selected Property (including prices) with Rural Retreats at the time of Booking. Rural Retreats will endeavour to notify you of any changes or inaccuracies in any information contained in the brochure or on the Website, or otherwise provided to you, as soon as reasonably practical after we became aware of any such change.

The Owner and Rural Retreats take the safety of guests staying in the Properties seriously. Before we ask that guests who stay in the Property take a few moments to think about their safety at the Property. In particular You should:

1) Check the layout of the Property, so that in an emergency You and your party can get out quickly and easily.

2) Check the location of the fire extinguishers and fire blanket and read the instructions for use.

3) Check the location of the first aid box.

4) Read and take note of specific safety information provided in the Property.

If you have any concerns about the safety of the Property, whether it be the garden, equipment or facilities, You should contact the owner or Rural Retreats immediately.

COTTAGES WITH CHARACTER
We ask Guests to bear in mind that some Properties are period properties and were built before the days of damp proof courses and cavity wall insulation, so some Properties may show signs of damp. Please bear this in mind if your party includes an elderly/infirm person or very young children. Should traditional cottage features (steep stairs, low beams, uneven floors) be a problem for any member of your party, You should consider this when selecting a Property before making any Booking; please note that such features are listed in our current brochure and on the Website and Rural Retreats Booking Office staff can advise on property suitability.

SPECIAL REQUIREMENTS
We will endeavour to help those in your party with special requirements by recommending cottages that are especially suitable; please refer to our Website or contact our Booking Office at the time of Booking.

Many Properties are over 100 years old and some are listed. Consequently the structure and fittings will not necessarily have current safety and design features and may lack facilities, such as ramps for wheelchairs. Some Properties may not be childproof and may have steep approaches or internal staircases. Therefore, we would strongly advise you to read the information identified as Visitors’ notes in the brochure in order to assess the suitability of any Property before placing a Booking; or please contact us in order to discuss any particular needs that you may have prior to booking. Personal information is held by Rural Retreats on our behalf. Should you have any queries regarding this right or your personal information please contact Rural Retreats.

LOCATION
Properties in rural locations can experience some animal noise and occasionally noise from grass cutting or other farm machinery or activities. Some Properties are located on non-surfaced roads/tracks. Flora and fauna. In rural areas, insects and other creatures are fairly common and not necessarily housekeeping standards. Whilst preventative action is always taken by the Property Owners, these creatures can never be totally excluded.

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

Your contract is between You and the Owner; therefore in the event of a problem you should contact the owner/Housekeeper (if unavailable, Rural Retreats) immediately to allow remedial action to be taken. However, please note any complaints raised after your holiday will not result in any form of compensation. The property you have booked is a domestic home and the Owner does not always have access to 24 hour a day maintenance services.

GUEST DAMAGE
You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

PROPERTY DAMAGE
Nearly all Selected Properties benefit from a Damage Waiver policy where the Owner will not seek recovery for damage below a certain value (see Booking Condition 9.2). In the case of a few Selected Properties the Damage Waiver policy does not apply. In these cases the Owner may require You to pay a security deposit. If this applies to your Selected Property, You will be advised of this in advance. The security deposit will be refunded at the end of your holiday rental (less any costs for breakages, damage etc. if applicable).

OTHER ISSUES
Building Work: Neither the Owner nor Rural Retreats can be held responsible for any buildings or road workings which may be carried out close to your Selected Property. Where we are aware of any anticipated works, we will endeavour to advise You in advance. Special Requests: Special requests for caravans or motorhome touring and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted orally or in writing be accepted as contractual obligations. Unless agreed in writing by Rural Retreats on behalf of the Owner, Rural Retreats does not accept liability for special requests that are not fulfilled.

Withdrawal of Facilities: We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice; where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

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

17 MISCELLANEOUS
17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract; and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.2 If you do not, without the prior written consent of Rural Retreats acting as agent for the Owner, assign or transfer, or deal in any other manner with all or any of your rights or obligations under the Contract then the person (other than Rural Retreats) who is not a party to this Contract shall not have any rights under or in connection with it.

17.3 The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

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