**DEFINITIONS** In these Booking Conditions:

“Booking” means a booking for a Property.

“Booking Conditions” means the terms and conditions of the booking 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 for the Selected Property as 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 processing of personal data.

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

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

“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 02771722 whose registered office is at Retreat House, Draycott Business Centre, Draycott, Moreton-in-Marsh, Gloucestershire, GL56 9YJ.

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

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

“You” means the person who makes a Booking.

1 **AGENCY** I. 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 any such cases, manages a Property as agent for its Owner as well.

2 **CONTRACT** 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 a request 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 both You and the Owner and the Owner will be bound by these Booking Conditions.

2.4 The booking is made on acceptance of a confirmation form to you pursuant to condition 3.5.

3 **BOOKING AND PAYMENT** 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 Rural Retreats at 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 your Booking if the Booking is made 8 weeks or less before the start of the Rental Period.

3.4 Rural Retreats reserves the right to cancel your Booking at any time and retain the deposit if the balance is not received within the 2 week period.

3.5 Rural Retreats will issue a Booking confirmation to you once you have either made a booking via the office or you have successfully completed our online booking process and if you pay a deposit, Rural Retreats will have received in cleared funds. You should check the confirmation form carefully and notify Rural Retreats immediately in case of any discrepancies.

3.6 Rural Retreats or the Owner may at any time before Rural Retreats issues a confirmation form accept bookings from other customers for the Selected Property.

3.7 The selected Property is unavailable for your selected Rental Period and Rural Retreats is unable to accept the Booking for this or any other reason, Rural Retreats will return all money received from you in full.

4 **METHODS OF PAYMENT** 1. You may pay by cheque, credit card, debit card or BACS.
14 LIABILITY. 14.1 Rural Retreats acts as agent on behalf of the Owner and is not liable to You or any of your party under or in connection with any part of the Contract (save in respect of condition 16) or for any acts or omissions of the Owner or its agents or representatives.

14.2 Should Rural Retreats be held liable for any breach of any of the representations contained in this Clause or any breach of their then-current rates; and any data or information in their possession or control; 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 necessary to complete the Booking, and that Rural Retreats’ Processing of such Personal Data shall continue for the duration of this Contract.

16.7 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 as they appear in the brochure or on the Website at the time of your Booking, and any alterations, are 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 Agreement shall have their meaning 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 and any third party, and agrees that Rural Retreats can process such Personal Data on its behalf, for the purposes of processing and administering your Booking.

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/or other persons 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:

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 fires 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 to make your Property take a few moments to think about their safety at the Property. In particular You should:

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