

# Booking Conditions

**DEFINITIONS** In these Booking Conditions:

“**Booking**” means a booking for a Property.

“**Booking Conditions**” means the terms and conditions of these booking conditions, including 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.

“**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, logs, use of bed linen and towels, toiletries and a welcome basket of groceries (and VAT if applicable) but excluding any charges for additional services provided by Rural Retreats or the Owner.

“**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 Holidays Limited, a company registered in England and Wales with company number 02711772 whose registered office is at Rural Retreats House, Draycott Business Centre, Draycott, Moreton-in-Marsh, Gloucestershire, GL56 9JY.

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

“**Website**” means Rural Retreats’ website at [www.ruralretreats.co.uk](http://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 some 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 when Rural Retreats issues a confirmation form to you pursuant to condition 3.5.

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

- Contacting Rural Retreats by telephone on 01386 896216; or
- Sending an email giving details of your Booking requirements to Rural Retreats at [info@ruralretreats.co.uk](mailto:info@ruralretreats.co.uk); or
- Booking online at [www.ruralretreats.co.uk](http://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 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 by the due date.

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 in all cases all money due at the time of Booking had been received in cleared funds. You should check the confirmation form carefully and notify Rural Retreats immediately in case of any discrepancy or mistake.

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 If 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** 4.1 You may pay by cheque, credit card or debit card.

4.2 An administration charge will be levied for payments by credit card. At the time of publication this charge is 1.8% of the payment amount but may be varied at any time.

4.3 For Bookings made less than 3 weeks before the start of the Rental Period, no cheques will be accepted and payment must be made in cleared funds, i.e. by credit card or debit card.

4.4 All cheque payments shall be made to Rural Retreats at the address stated in these Booking Conditions and made payable to ‘Rural Retreats Holidays Limited’.

**5 CANCELLATION** 5.1 If you cancel the accepted/confirmed 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 by Rural Retreats. The amount payable is set out below, where number or days refers to the number of days notice given at cancellation prior to Rental Period start date, and the Cancellation Charge’ refers to the percentage of the rental cost of the Selected Property:

No. of days prior to the start of the Rental Period booked	The Cost you will incur to cancel your confirmed Booking
1 - 14 days	100% of the rental value
15 - 28 days	75% of the rental value
29 - 56 days	20% of the rental value
57 days or more	Full deposit of the rental value

5.3 Please note: **Deposits paid are non-refundable. Rural Retreats strongly recommends that you take out Booking Protect, see clause 1.6.** 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.

5.4 If the Selected Property which you have booked and which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, Rural Retreats will use reasonable endeavours to find a suitable alternative Property. If an alternative Property is unavailable, you will be reimbursed any sums received from you in respect of the Contract.

5.5 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 nominal fee.

6.3 Rural Retreats will notify you, once you have paid the Rental Fee in full, if the extended stay is available.

6.4 If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed in condition 6.2, 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 period requested;
- at time of publication, you pay an administration fee of £42.00 (including VAT) 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 stipulated in the brochure or on the Website.

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 as to cause 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 Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/prior to 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 on your 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 the Owner has agreed a Damage Waiver policy which means the costs of making good any loss or damage to the Selected Property and/or its contents caused through act or omission of You, any of your guests or accompanying animals up to a predetermined amount depending on the size of the Selected Property will not be recoverable from You. This amount will be specified in the booking confirmation. Where any such damage so caused exceeds this amount, You agree to pay to Rural Retreats, acting on behalf of the Owner, upon written demand, any reasonable costs incurred in making good any such loss or damage above the predetermined amount.

9.3 If the price of Your Booking does not include a Damage Waiver fee. You may be required by the Owner to pay a security deposit on arrival. 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 end of the Rental Period (less any reasonable costs for breakages, damage etc. if applicable). Any security deposit will be taken by the Owner or the Owner’s housekeeper directly and Rural Retreats shall not be involved in this process.

9.4 You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by Rural Retreats or the Owner from time to time.

9.5 You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including cleaning up after any animals which you have been permitted to bring to the Selected Property). Rural Retreats may charge you for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

**10 PETS** 10.1 Dogs are welcome in some Properties, there is a charge for taking pets, to help cover the cost of housekeeping. For details please contact Rural Retreats or visit our web site [www.ruralretreats.co.uk](http://www.ruralretreats.co.uk). A small selection of Properties will accept 2 well behaved dogs. You should check the Selected Property details and specify that you wish to bring a dog at the time of Booking so that Rural Retreats can confirm whether or not a dog will be permitted. No pets other than dogs are 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; they must not be left unattended at the Selected Property; and they are not permitted 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 present.

**11 RIGHT OF ENTRY** Rural Retreats and the Owner shall have the right of entry to the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes 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 deemed necessary by Rural Retreats or the Owner as a result of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.

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

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

13.2 There will be a housekeeper on call, whom you can contact in the event that you have a problem with the Property. The housekeeper will use their reasonable endeavours to resolve any issues.

13.3 If the housekeeper is unavailable, please contact the Rural Retreats office on 01386 896216.

13.4 If you wish to make a complaint after your Rental period has ended please do so to Rural Retreats in writing within a reasonable period but note that 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 and is not liable to You or any of your party under or in connection with the Contract (save in respect of condition 17) or for any acts or omissions of the Owner or its other agents or representatives.

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 its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

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 damages not exceeding three times the total amount of the Rental Fee received from You.

**15 FORCE MAJEURE** 15.1 Neither Rural Retreats nor the Owner shall be liable for any delay or nonperformance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. Rural Retreats or the Owner shall as soon as reasonably practicable upon it becoming aware of the same notify You.

**16 BOOKING PROTECT** 16.1 Booking Protect is available through Rural Retreats to provide You with a refund for cancellation in certain circumstances. We recommend You include this option in order to get a full refund for the purchase price of your holiday should You or anyone in the party be unable to attend for a reason covered by the Booking Protect terms and conditions. Booking Protect can be added at the time of booking, whether the booking is made via the website or by telephoning Rural Retreats.

**17 DATA PROTECTION** 17.1 For the purposes of the Data Protection Act 1998, 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 administering your Booking.

17.2 The Owner and Rural Retreats will comply with the Data Protection Act 1998 and any directions issued by the Information Commissioner in the processing of such personal data.

17.3 You agree that Rural Retreats may process your personal data in this way 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.

17.4 You agree that Rural Retreats may also process and store your personal details for its own administration, market analyses and operational reviews.

17.5 Rural Retreats would also like to store and use your personal data for future marketing purposes (for example, sending brochures, details of promotions, or offers which Rural Retreats feels may be of interest to You). All details, with the exception of credit/debit card data, given to Rural Retreats at any time will be kept, but only names, contact details and the Booking preferences will be used for marketing purposes unless You are informed otherwise when the information is provided. If You have made your Booking by supplying details to Rural Retreats in writing or by telephone, by agreeing to these Booking Conditions, You consent to Rural Retreats sending You such information and if you do not wish to receive such information from Rural Retreats, please notify Rural Retreats in writing. If your Booking has been made via our online booking process, then we will not send You any such marketing material unless You have indicated your consent by selecting the "opt-in" box on our Website during the registration process.

17.6 Rural Retreats would like to supply You with promotional offers from selected third parties. If You have made your Booking by supplying details to Rural Retreats in writing or by telephone, by agreeing to these Booking Conditions, You consent to Rural Retreats sending you such information. If you do not wish to receive such information, please notify Rural Retreats in writing or by ticking the box at the bottom of the Booking Form. If your Booking has been made via our online booking process, then we will

## 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 are accurate. Nevertheless, on occasions there may have been a change of circumstances and the brochure or Website cannot always 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 price) 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 become aware of any such change.

**GUEST SAFETY** The Owner and Rural Retreats take the safety of guests very seriously. Therefore 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 locations 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 many of the 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/infirmary 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 many 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

not send You any such third party material unless You have indicated your consent by selecting the "opt-in" box on our Website during the registration process.

17.7 You have the right under the Data Protection Act 1998 to obtain information we hold about You. All your 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.

**18 MISCELLANEOUS** 18.1 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.

18.2 You shall 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 this Contract.

18.3 A person (other than Rural Retreats) who is not a party to this Contract shall not have any rights under or in connection with it.

18.4 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.

please contact us in order discuss any particular needs that you may have prior to booking.

**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 situated on non-surfaced roads/tracks. Flora and fauna: In rural areas, insects and other creatures are fairly common and not necessarily an indication of poor housekeeping standards. Whilst preventative action is always taken by the Property Owners, these creatures can never be eradicated completely.

**COMPLAINTS** Property Owners and Housekeepers aim to ensure you have an enjoyable and comfortable stay at their property. Unfortunately, things sometimes can 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.

**DAMAGE DEPOSIT** Nearly all Selected Properties benefit from a Damage Waiver policy where the Owner will not seek reimbursement from You 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 the amount at the time of Booking. 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 may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by us form part of our 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.