

# Cotswolds Spa Holidays Limited (Agency)

## Rental Contract and Booking - Terms and Conditions

### Definitions:

**'Property'** - means the holiday rental property and its contents, including any gardens, outbuildings etc..

**'Group'** - Includes all members of the party staying at the Property

**'Guest', 'you', 'your'** - means the person(s) who enter into the holiday rental contract (the 'Agreement') for the Property, and that have agreed to be bound by these Terms and Conditions. The Guest holds primary liability under the Agreement, and is responsible for ensuring that all members of the Group also abide by these Terms and Conditions.

Where the Agreement has been signed by several members of the Group, then it is agreed that the responsibilities and liabilities under the Agreement will be shared jointly and severally by those persons.

**'Agreement'** means the holiday rental contract that is entered into between the Guest and **Cotswolds Spa Holidays Limited** on behalf of the Property Owner. The Agreement includes these Terms and Conditions and any supplementary conditions that may be agreed with the Agent or the Owner in relation to this specific booking or Property.

**'Owner'** Includes all owners of the Property where the Property is held jointly or severally

**'Landlord'**— means the **Lower Mill Estate** who leases the property to the property owner & owns & manages the development

**'Agent', 'we', 'us', 'our'** means **Cotswolds Spa Holidays Limited, 1 Carlton Street, Cheltenham.Glos.GL52 6AG**

**'In writing'** shall include confirmations and notifications by email. If you have supplied us with an email address, it is your responsibility to check your emails regularly, and to let us know about any change to your email address.

### **Important Note:**

Before booking through us, please read these Terms and Conditions carefully in conjunction with all other information relevant to your individual booking. A confirmed booking is a legally binding contract.

We arrange bookings of properties as an agent on behalf of the owner, and any booking is therefore a contractual arrangement between you (the Guest) and the Owner. Whilst we will make every reasonable effort to ensure that your holiday accommodation is satisfactory, we can accept no legal responsibility for the acts or failure to act of any Owner or supplier or other person connected with your booking.

The rental contract is governed by the Terms and Conditions herein, and shall be governed by English law. The Guest making this booking must be at least 18 years old at the time of booking and s/he must have appropriate authority to make the booking on behalf of the Group (if more than one guest)

## **About Us**

Cotswolds Spa Holidays Ltd (CSH) "The Letting Agent" is contracted by individual private owners at this development to market on their behalf a bespoke selection of properties directly to holiday makers & this document seeks to detail the rights & obligations of the various parties to this relationship which also encompasses conditions & obligations imposed by the development's landlord, Lower Mill Estate (LME). Any Booking is subject to the conditions framed in this document. Nothing in these Conditions affects your normal statutory rights.

## **Occupancy Restrictions**

**Please check the maximum occupancy for adults and children. We reserve the right to cancel the booking if the house occupancy conditions are not met. Some of our properties have bunk beds which are not suitable for adults. We do not accept hens and stags, the estate permits a maximum of 6 of the same gender party providing it is a discreet, mature gathering. Exceptions may be possible for a max of 8 with landlord approval only. Joint house rentals are only permitted for family gatherings.**

Any additional guest numbers overnight or day time visitors need to be approved at the agent's discretion at the time of booking confirmation.

## **Minimum Stay Requirements/Changeover Days**

**Guests checking out on Sunday are guaranteed a late pm check out (any time it suits your party) Due to some incompatibility issues with this advertiser's online booking system we hereby confirm that minimum stay requirements will apply as follows;**

**A minimum stay of 4 nights will apply midweek (arrive Monday 4pm depart Friday 10am)**

**A minimum of 2 nights will apply at weekends (arrive Friday 4pm depart Sunday) through the low & mid-season periods by default (alternatively arrive Saturday 4pm depart Monday 10am but only subject to prior agreement).**

**A minimum of 3 nights will apply at weekends (arrive Friday 4pm depart Monday 10am) through the high-season, school & bank holiday periods**

**7 night stays are available throughout the year starting on either Mondays or Fridays (arrive Monday 4pm depart the following Monday 10am, alternatively arrive Friday 4pm depart the following Friday 10am)**

## **Changeover days by default are Mondays & Fridays**

**We therefore reserve the right to reject any bookings that don't meet the above criteria.**

**Please make an enquiry direct to us via email or telephone if you are in any doubt about the above or wish to discuss a bespoke stay**

## 1. Rental Terms

The Guest agrees that the Guest and all members of the Group will be bound by the following rental terms:

1.1. The accommodation is reserved for your occupation for the dates agreed on the booking form. The Property will be available for occupation from 4.00pm on the start date of your holiday, through to your departure and checkout on 10.00am on the final day. We require you to adhere to these termination times so that we can ensure properties are adequately cleaned and checked ready for any subsequent booking. It may be possible to vary these times by prior arrangement - if, for example, there are no immediately prior bookings, but any variation should be agreed and confirmed with us in writing within 7 days of your arrival date.

Your check in time is 4.00pm and check out time is 10.00am, however, please feel free to stay on the estate and use the spa facilities on the day of your departure - whenever possible (outside school holidays) earlier check in and later check out will be offered, please enquire closer to the date.

1.2. The terms of this contract require that the Property is to be used during the occupation for private holiday use only. The Guest must inform the Agent if the Property is to be used for any other purpose (ordinary private residential use or for commercial or business purposes).

1.3. The Owner may choose to supply an inventory for the Property and its contents. Where an inventory has been provided, the Guest is required to check the inventory on arrival (or the following day as appropriate) and inform the Agent of any damage or shortfall to the inventory. Otherwise, it will be assumed that the Property has been accepted in good and clean condition and that the inventory is accurate.

1.4. The Property is let for occupation for the specified number of persons (adults & children) stated in the booking confirmation. The Agent reserves the right to suspend this contract or make a supplementary charge if the permitted occupancy level is exceeded,

1.5. Not to sell or transfer the booking to another party, or sublet the Property without the prior written consent of the Agent.

1.6. Not to damage the Property. The Guest is required to leave the Property in the good and clean order and repair and in the same clean condition in which it was found at the start of the holiday.

1.7. To be responsible that all members of the Group comprising the booking behave in a reasonable and responsible manner during the holiday in regard to the terms of this agreement, and with regard to neighbours of the Property.

1.8. To allow the Owner, the Agent, or any authorised workmen entry and reasonable access for the purposes of inspection and repair on 24 hours' notice (other than in an emergency), and to pay the full replacement cost for any item damaged.

1.9. Security. To comply with the security and safety precautions, rubbish disposal instructions and any other reasonable regulations imposed for the good management of the Property. All windows and doors should be secured and locked whenever the Property is left unoccupied. Keys will be issued at the outset of the letting, and should be returned to the agreed destination upon departure.

1.10. Utility Costs. Our standard policy is that all holiday accommodation prices include electricity, gas and water unless indicated otherwise in the property details. The use of the telephone line (if any) at the Property is not normally included in the rental price.

1.11 Noise. To behave responsibly with respect to noise and any other nearby guests or neighbours. Members of the Group and any friends or visitors are also asked to keep noise to a minimum and refrain from any activity that may disturb neighbours before 8am and after 11pm - especially when leaving or returning to the Property.

1.12. Pets. Not to keep any pets at the Property unless this has been agreed in writing. Where pets are permitted at a specified Property, the Guest shall only be permitted to bring the pet(s) designated on the booking form. A supplementary charge and additional restrictions may be imposed where permission has been granted for a pet to stay at the Property.

Should you be staying in a pet friendly house and with prior permission only, please keep the dogs on a lead in public places at all times and the dogs are not allowed to swim in The Lakes.

Dogs are not allowed on the carpeted areas under any circumstances.

Dangerous or aggressive dogs are not allowed on the Estate.

1.13. Smoking. We operate a strict non-smoking policy throughout all properties. No smoking is permitted in any of the properties **and if we find any evidence of** smoking taking place inside the property you will forfeit your deposit.

Should you smoke outside the property, please ensure that you dispose of all cigarette ends and under no circumstances throw them in the lake or on the deck.

The property is in a nature reserve and we ask that you respect this natural environment & responsibly dispose of any cigarette butts.

1.14. Parking. Some properties will have parking restrictions or regulations attached and, where applicable, Guests are required to adhere to these regulations. Details of any parking restrictions or other parking information will be given in the booking details or supplied to the Guest prior to occupation.

The Tenant is entitled to use the following during the rental period:

1No allocated parking space outside the house, (overflow car parks and visitor's bays available on the estate) free of charge within walking distance of the property, we recommend a maximum of 4 cars)

1.15. Code of Conduct. To preserve the quiet enjoyment for everyone visiting this development the lead guest will be required to sign up to & abide by the landlord, **Lower Mill Estate's, Code of Conduct** for all guests in the group, see section 1.25 below.

1.16. Default. If any of the Group does not comply with any rental term, the Agent reserves the right to suspend the occupation of the Property and ask the Group to leave (in serious cases), or make a reasonable charge to cover the cost of the default and any related administrative costs incurred.

### **1.17 Refundable Damage Deposit**

A refundable damage deposit of **£250** will apply to your booking & will be held against your bank card for **7** days pending your departure & provided that the Property is left in an acceptable condition and no expenditure is required to rectify any loss or damage to the Property following your stay & no noise or disturbance issues being reported during your stay.

The rental property including the furniture and the other contents are to be treated with care. The Tenant is held responsible for the actions of all the guests. The Tenant is liable for any damaged goods, damage to the property or damage to anything else related to the property, whether caused by themselves or their guests.

Breakages are to be reported to the Advertiser immediately or at the latest within 24 hours of departure.

Should any costs be incurred to return the Property to an acceptable condition, these costs will be deducted from your deposit, prior to the balance being refunded.

Where the cost of any damage, loss, or broken obligation exceed the amount of the deposit held, you will be liable to pay the excess charges. In this situation, you will be informed in writing of any additional payments that are due.

## 1.18. House Rules

### **Lights, heating & windows on your departure**

Please ensure that all lights are switched off, all windows/doors closed and turn the heating **thermostat down to 10 degrees.**

### **Rubbish**

Please remove all rubbish (empty the fridge and freezer etc) and dispose of it in the refuse area

### **Dishwasher**

Please empty the dishwasher.

### **Wood burner (where applicable)**

Please ensure that the ash is emptied.

## **PLEASE REMOVE YOUR SHOES WHEN USING THE CARPETED STAIRS AND BEDROOMS**

### **Bedrooms**

In the event that you are not using all the bedrooms, we would really appreciate if you could shut them off and turn off the radiators.

### **Bedding and Towels**

We would really appreciate your help in stripping all the beds you have used before your departure and leaving any clean towels on the bathroom radiators, please do not take the house towels to the spa.

### **Breakages and faults**

Please report any breakages or major faults, we do appreciate that things get broken; we just need to be aware so we can fix them or replace them for the next guests.

### **Furniture**

We would request that you refrain from moving the furniture.

## **PLEASE DO NOT HANG TOWELS OR WASHING ON THE BALCONY BALUSTRADE**

### **Checking out:**

Please ensure that the keys are placed locked in the key safe, if you experience any problems with locking the safe, please leave the keys in the brown gas box, however, please notify us immediately should this be the case.

### **Linen**

The rental property is fully equipped and furnished and bed and bath linen are included in the price (**please bring your own towels for use at the Spa**)

### **Keys**

The Tenant receives **one** set of house keys for the duration of the rental period.

Keys are kept in a key safe lock by the front door; this can be easily accessed by all guests during your stay.

Should the key be lost a replacement charge will be made.

The house access code will be shared with you once we have received all the car registrations but no sooner than 7 to 14 days prior to your arrival.

### **Internet**

Broadband is available free of charge to all our properties

## 1.19. On site Spa

Although this is currently one of the many complimentary facilities on the estate, this is at the discretion of the landlord but should any direct charges be introduced in the future we will update you at the earliest opportunity. In the meantime, as a courtesy we feel obliged to update our guests with the latest information we have received on the subject as follows;

### Spa

To access the Spa the Lead Guest will need to take at least 1 of the 2 passes provided at the house, (which can be shared by all the guests) to gain access to this facility (Not all properties on the estate have a right of access to this facility).

Users of the on-site spa facility do so entirely at their own risk. Please note that the swimming pools do not offer full time life guard facility and your safety and that of all members of your party is your responsibility.

Users of the Spa facility must adhere to the Estates rules relating to the use of this facility and it is your responsibility to familiarise yourself with these rules.

Please look after the passes as lost spa passes will be charged at **£30** each.

Admission charges may apply.

This is an independently run on-site spa facility which is currently complimentary, however, the spa management reserves the right to review this from time to time and implement a reasonable charge for use of this facility.

For the avoidance of doubt, we will not be liable for any charges should the current policy be amended.

Treatments - If you would like any more information or to book an appointment please call **01285 862640** or email **spa@lowermillestate.net**

**The Spa is generally open 7 days a week (Closed xmas day, boxing day & New Year's day)**

(Please note that the outdoor pool will generally be shut during low season)

Earlier closing times will apply during some festive periods like Easter, Christmas and New Year.

The spa is generally open for guests from 10am daily.

## 1.19. Estate Rules

- The Estate, at its sole discretion, retains the right to refuse admission to persons acting in an inappropriate manner or who do not have a legal right to be there.
- Children remain the responsibility of their parents and must be supervised at all times.
- All dog / cat fouling must be removed by the owner and disposed of in an appropriate manner.
- No litter shall be left on the Estate and any litter deposited shall in any event be removed from the Estate by relevant guest.
- All recreational activities on the Estate are carried out at own risk.
- No amplified noise is allowed on the Estate.

## 1.20. Not Used

### 1.21. Amenities

The use of accommodation and amenities are offered is entirely at the users own risk. No responsibility can be accepted for injury, loss or damage to user's or visitor's belongings. However, we do not seek to exclude or limit liability for the negligence of our staff. The use of the amenities offered with the accommodation is solely for the guests staying at the property

### 1.22. Motor Car and Personal Belongings

Baggage and personal belongings are at the hirer's risk at all times and no responsibility can be accepted for loss or damage to any car or its contents.

### 1.23. Website

We take every care to ensure the accuracy of the property description which is as detailed as possible. All information is given in good faith and believed to be correct at the time of posting the information on the website but we cannot be held responsible for changes beyond our control which may become known after the latest update. Further, we cannot accept liability for happenings outside our reasonable control such as breakdown of domestic appliances, wiring, plumbing, sudden temporary invasion of pests, power cuts, and damage resulting from exceptional weather conditions or others' negligence resulting in loss, injury or accident.

### 1.24. Contract wording clause

- (1) Changes and alterations to this contract are required to be in writing.

If any of the legal requirements set out in this contract are inoperative or impractical, or become so after completion of the contract, the effectiveness of the remainder of the contract will not be affected.

## **1.25. Code of Conduct for those staying in properties at Lower Mill Estate**

Lower Mill Estate is a Nature Reserve located in the heart of the Cotswolds. We promote a safe family environment for people to enjoy, coupled with a duty to protect the natural habitat of many species of wildlife for generations to come. In order to maintain a balance between these two factions, there are a number of "Rules" to ensure that the Estate is safe, secure and a peaceful environment for all. A full set of rules will be located in the Welcome Pack in your property and we ask you to familiarise yourselves with them on arrival, we have summarised some key points for you below.

Quiet enjoyment and consideration for others

Ø Noise amplifies across water

Please keep voices low when on decking/balconies

Ø Be aware that this is a Private Estate

Do not walk around houses, or borrow/use equipment belonging to other properties

Ø Be aware of 'light pollution'

Turn lights low in the evening

Ø No external amplified music

Noise travels easily across the lakes

Ø Restricted internal amplified noise after 11pm.

Terraced/Attached houses – no music or excessive noise at all after 11pm.

Ø No Fireworks or lanterns

For the safety of wildlife, fireworks or lanterns are strictly forbidden

Ø No single gender Hen /Stag Parties

We promote a family atmosphere at all times.

### **Safety & Estate Facilities**

Ø The Speed Limit on the Estate is 10 mph

The Estate promotes a family environment. There is Zero tolerance to speeding on the Estate

Ø Limited parking on the Estate

Please use your allocated parking space. All other vehicles must be parked in the designated overflow car park areas

Ø Children must not be left unattended

This is of paramount importance around equipment, pools and lakes on the Estate

Ø The Spa

For those houses that have access to the Spa please ensure you have your passes. Please take care not to allow other people into the Spa.

Please note the safety rules in the pools, saunas and play areas. Please be considerate to others in the changing rooms, which can get crowded.

Ø Home-owner only and Adult only

Please note the times for Home-owner and Adult only for the Spa and Mill Village pools.

### **Swimming/water sports and Lakes shutdown period**

**Please note that there is a restriction on using all lakes between 1st October and 1<sup>st</sup> April to protect overwintering birds. No fishing or any form of water activity is permitted.**

**This is a ruling imposed by the Council and must be adhered to, failure to do so may result in a large financial penalty**

## Wildlife & Nature Reserve

Ø Please do not feed any wild animals

Ø If you plan to fish please familiarise yourself with the Estate Fishing Rules located on the notice boards and at the Estate office

Ø Canoes, sail boats and wind surfers, please refer to the notice boards for lake closures and information regarding path closures. Please adhere to PRIVATE PROPERTY signage. Buoyancy aids must be worn on the lakes at ALL times

Ø Please keep Dogs on a lead at all times around the Estate – please remove any fouling and dispose of appropriately.

What if I breach the “Code of Conduct?”

There is a risk of the loss of your security deposit for damage to Estate property, persistent noise or disturbances as this will constitute a breach of Estate rules

Ø Potential for ‘eviction’ if there is a serious or repeated breach of rules

Ø Treat all Estate staff with respect – be aware that the General Manager has the power to evict for breach of rules

Ø If you are disturbed by other guests please contact the Estate office (details in House book at the property)

Ø You should not exceed maximum overnight occupancy as identified in your contract with the owner/agency

A copy of the Code of Conduct will also be available in the house welcome pack for reference.

Strictly no large single gender parties - the development is a peaceful family orientated resort & is unsuitable for house parties or otherwise potentially boisterous gatherings.

The resort management strictly enforce the estate to police a policy of quite enjoyment for all.

If in any doubt as to any of the above please call or email Kasha at Cotswolds Spa Holidays

## **2. Booking Terms**

As Agent for the Owner, we make every effort to ensure that property details are accurate and as described.

Statements about the Property are made in good faith but the Agent cannot be responsible for any defect, omission or late changes to the Property or its facilities.

**2.1. Initial Enquiries.** All bookings are subject to written confirmation and the receipt of a non refundable booking deposit. Provisional reservations are not accepted. If the deposit is not received by us within 24 hours, the reservation will be cancelled and the Property made available for rental once more.

**2.2. Confirmed Bookings.** Subject to the Property being available, and we have received the required payments and deposits, we will give you written confirmation as soon as reasonably possible. Bookings will only be accepted subject to our standard Booking Terms & Conditions and, once you have indicated that you have read and accepted these terms, we can issue our written booking confirmation. Any payment made to **Cotswolds Spa Holidays Limited** for letting a property will be deemed to be in acceptance of these terms. Your binding contract with the Owner will begin when we issue the written confirmation. We, on behalf of the Owner, have the right to refuse any booking before we send you your written confirmation (if we do this, we will tell you in writing and promptly refund any money you have paid to us)

**2.3. Initial Payment.** We require that you make an initial payment of **30%** of the holiday cost before a booking can be confirmed. If the booking is made within **eight weeks** of the holiday commencement date, the full non refundable holiday rental amount will be payable at the time of booking.



**2.4. Balance Payment.** The remainder of the total holiday cost (comprising property rental and any additional charges) is due for payment **eight weeks** before the holiday commencement date. If the Balance Payment has not been received by the due date the Agent reserves the right to cancel the booking where full payment has not been received less than 8 weeks before the holiday commencement date and make the dates available for re-letting

**2.5. Outstanding Payments.**

The Agent reserves the right to re-let any holiday where the balance of the monies due are more than 7 days in arrears whereupon any monies paid by the Guest will be non-refundable. If the Agent is unable to re-let the holiday accommodation the Guest will remain liable for the outstanding balance of the cost of the holiday.

**2.6. Confirmation of Booking**

Once a confirmation of booking has been received by us, the hirer is liable for the total advertised price of the property as shown on the confirmation of booking.

**2.7. Payment Method and Charges.**

We accept payment via our online website and payment gateway

All payments are non refundable and should be made in Pounds Sterling.

Payment methods accepted include debit card, credit card & online bank transfer.

Any charges incurred in receiving international payments will be payable by the Guest.

**2.8. Not Used**

**2.9. Optional Extras.** Some properties allow pets & some properties can accommodate an extra “z” bed for an extra child, subject to availability & space constraints.

Single Z bed for extra child £25 (subject to availability)

Pets £25 each maximum of 2, subject to prior approval in designated properties only.

These are optional extras & if required need to be paid for directly to us via our website [cotswoldsspaholidays.com](http://cotswoldsspaholidays.com) prior to arrival to avoid disappointment.

**2.10. Booking Fee.** A fixed non refundable booking fee of £40 is applied for each property booked which is added to the calculated rental price.

### **3. Booking Changes and Cancellation**

3.1. All changes and cancellation requests must be made in writing.

3.2. To comply with distance selling requirements all cancellations within a 24 hour “cooling off” period will be free of charge (this **only applies** to bookings that are 56 days or more away), after the expiry of this initial 24 hour period all cancellations will be subject to clauses 3.3 to 3.6, below.

3.3. Cancellations made **8** weeks or more prior to the arrival date will result in the loss of your deposit.

3.4. Where cancellation occurs within **8** weeks of the arrival date, no refund will be payable and the Guest is liable for 100% of the total holiday cost if the holiday cannot be re-let.

3.5. We reserve the right to cancel any confirmed booking if circumstances relating to the property or its accommodation make this necessary. In the event of such a cancellation we will endeavour to offer you alternative accommodation, however, if not able to do so we will return all money you have paid in full & final settlement, (or a proportion in the case of curtailment)

We also reserve the right to cancel any letting forthwith if: (i) you or any member of your party behave in such a way as to cause damage to the property, its furniture or contents or (ii) if such behaviour causes a nuisance or annoyance to the occupants of any adjoining or neighbouring property whether let by us or not. If cancellation is made for either of these reasons no refund will be made of any money you have paid.

We accept no responsibility for any expenses incurred by the visitor if he/she fails to arrive at the property at the pre-arranged time.

As Agent for the Owner, we cannot, however, accept any liability or pay any compensation or expenses as a consequence of such an event and our maximum liability will extend to the amount the guest originally paid for the accommodation.

If you have to cancel your booking you must notify us in writing at the earliest possible time. If you cancel your booking we will make every reasonable effort to re-let the property which you have booked. If we are able to re-let for the whole of the period of your booking at the same price we will refund the money you have paid. If it is not possible to re-let the period booked then there will be no refund of any money you have paid. If part only of the period is re-let then a refund will be made in the proportion that the part re-let bears to the total period of your booking.

3.6. We strongly advise Guests to obtain appropriate holiday and travel insurance to cover themselves against cancellation, illness, theft or similar unforeseen risks.

## **4. Complaints**

4.1. We aim to ensure that all our properties are managed to a good standard. In the event of there being cause for complaint concerning a Property, we ask you to contact us within 24 hours, if possible, in order to give us the chance to resolve it quickly. It is important that this is done whilst you are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required. If a problem is not reported promptly within a reasonable timescale, then the Guest may waive their right to rectification or compensation.

4.2. As Agent for the Owner, we will aim to assist to resolve any problem so reported, but it will remain the primary responsibility of the Owner and the Guest to resolve any disputes arising between them.

## **5. Damage and Breakages**

5.1. The Guest must report any breakages or damage caused to the Property as soon as possible, and shall be liable for any breakages or other loss caused by any member of the Group, or their visitors or invitees.

5.2. Any faults or breakdowns in the Property, or with its contents or appliances should be reported to the Agent as soon as possible so that repairs or maintenance can be carried out.

5.3. The Agent and the Owner reserve the right to make a charge where guests have contravened an Owners request for their property to be smoke free. (In order to comply with the Unfair Terms in Consumer Contracts Regulations 1999 the amount of such a charge should not be more than the cost of the cleaning.)

## **6. *Cleaning***

6.1. The Property should be left clean and tidy on departure, and any rubbish should be removed from the Property & left in one of the on-site bin stores according to the directions in the property information provided prior to arrival.

6.2. We reserve the right to make a charge if the Property is left in a dirty condition or additional cleaning is required.

6.3. Please notify us if you have left any belongings at the Property after your departure. We reserve the right to make a postage and packing charge for any items that are required to be forwarded, and to dispose of any items unclaimed within 28 days of departure.

## **7. *Children***

7.1. Most of our holiday properties welcome children, but some properties are deemed as unsuitable for children for various reasons (this will be clearly stated in the Property details).

7.2. You are responsible for the supervision of all members of your party under the age of 18. You must supervise your children and babies at all times. This is particularly important in all children's play areas, in licensed areas, close to ponds and waterways, whilst cycling and in swimming pools. Where children's facilities and furniture are provided, we shall not be held liable for any damages or injuries that may occur as a result of their use.

## **8. *Pets & Special Pet Conditions***

8.1. Pets will only be accepted in our holiday properties where indicated in the booking information, and you must declare any pets on the booking form when making your booking and remit the appropriate fee.

8.2. Where permission has been given for a dog(s) to accompany the Guest, the following special conditions will apply (failure to do so may result in you being asked to leave without compensation).

- Dogs must be under strict control at all times while in the Property
  - Any fouling of lawns etc. must be cleared up without delay.
  - The Guest or the pet owner must bring the dog's bed or basket for sleeping in.
  - Dogs MUST NOT be left alone in the Property or elsewhere at any time.
  - Dogs MUST NOT lie on beds or furnishings, and hair must be thoroughly cleared up before departing.
- Dog owners must ensure that their pets are free from parasites and fleas before they occupy the Property. Failure to do so will incur subsequent charges.
  - Properties which do not take dogs may have on occasions had guide dogs in them.
  - Each dog or pet will incur an extra charge of £25 per booking. However, any damage (which must be reported to the owner immediately) or excessive cleaning may incur an additional charge, which will be at the Owner's discretion.

## **9. Liability**

9.1. Neither the Owner nor the Agent can be held liable for any damage, loss, expense, inconvenience, accident, personal injury or death to person or property which may be suffered, incurred, or arise out of or in any way connected with the rental where the Owner, their agents, employees and/or person otherwise under their control, have used reasonable skill and care.

9.2. We do not exclude liability for death or personal injury which arises as a result of our negligence or that of our employees whilst in the course of their employment.

9.3. The Owner and the Agent may use the services of a number of suppliers and subcontractors and can accept no liability for any goods or services provided by these suppliers to our Guests.

9.4. Force Majeure. We cannot accept any liability where we cannot fulfil our obligations to our Guests due to circumstances beyond our control. This would mean any event we cannot foresee with all due care. e.g. (but not limited to riots, war, terrorist activity, civil strife, natural disaster and similar factors beyond our control).

## **10. Copyright**

The Agent owns the copyright to all property marketing material contained in the holiday letting brochure and/or website. All electronic data transferred remains the property of the Agent and may not be replicated in part or whole without prior permission.

## **11. Data Protection**

In order to process your booking and to help us provide you with a more personal service we need to collect certain information from you, including (where applicable) name, address, age of party members, credit/debit card or other payment details, mobile phone numbers and any other special requirements which may affect your arrangements.

We are committed to protecting and preserving the privacy of our clients, and we take full responsibility for ensuring that proper security measures are in place to protect your information. All personal data which you provide in connection with your holiday booking will be held and stored in compliance with the General Data Protection Regulations dated 25.05.2018.

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information other than passing to the property owner or landlord the information you provide when making a booking or enquiry. We have no responsibility or liability for the actions of the Owner. We may release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.