

The Lodge

Booking Terms And Conditions

1. Definitions

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

" Booking" means a booking for a Property as set out on the Booking Form;

" Booking Conditions" means the terms and conditions set out in this document;

" Booking Fee" means the total fee for the Property as displayed on the Website or as otherwise agreed in writing including rental, heating, electricity, starter 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 the Owner;

" Booking Form" means the booking form available and completed by You on the Website or which You have downloaded from the Website, completed in writing and sent to the Owner;

" Contract" means the contract between You and the Owner for the Property as may be amended from time to time in writing between You and the Owner and which incorporates the Booking Conditions and the terms of the Booking Form as accepted by the Owner;

"Due Date" means the date 8 weeks before the start of the Holiday;

" Holiday" means the period of time for which You wish to take the Property as stated by You on the Booking Form;

" Housekeeper" means the person responsible for preparing the Property for your Booking and on call during the Holiday and whose contact details will be provided to You as soon as the Owner has received final payment for the Booking;

" Owner" means the owner of the Property whose details will be supplied to you upon confirmation of your Booking and "it" and "its" relate to the Owner;

" Property" means the property described on the Website;

" Website" means the website at <http://www.holiday-cottage-bath.co.uk>

" Written" or "in writing" includes faxes and any non-transitory form of visible reproduction of words and email (but not text messaging via mobile phone); and

"You" means the person who makes a Booking and "your" and "yours" relate to You.

2. Contract

2.1 The Contract for renting the Property is between You and the Owner and the Contract incorporates and is subject to the Booking Conditions which apply to all bookings made on or after 24th April 2011.

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 Property in accordance with the Booking Conditions and upon the terms set out on the Booking Form.

2.3 The Booking will be deemed accepted and will come into effect and the Contract will be legally binding when the Owner issues a confirmation to You pursuant to condition 3.5.

2.4 The Owner will endeavour to help those in your party with special requirements. Please note that as the Property is of historic construction and over 100 years old and is listed. Consequently the Property will not necessarily have all current safety and design features. The Property may not therefore be suitable for You and your guests and therefore, the Owner strongly advises you to read the Visitor Notes on the Website in order to assess the suitability of the Property before making your Booking.

3. Booking and Payment

3.1 You may make a Booking by :

3.1.1 completing the Booking Form online via the Website; or

3.1.2 contacting the Owner or Housekeeper on the contact numbers shown on the Website and submitting the Booking Form to the Owner by post or email at cmcneile@ukgateway.net or at jane6081@btinternet.com ;

3.1.3 by downloading and submitting the Booking Form to the Owner by post or email at cmcneile@ukgateway.net or at jane6081@btinternet.com ;

3.2 If, when making your Booking, the start date of your proposed Holiday is more than 8 weeks away, You must pay a deposit to the Owner . This deposit is one-third of the Booking Fee. The balance of the Booking Fee is payable on the Due Date.

3.3 The entire Booking Fee is payable at the same time as your Booking if the Booking is made 8 weeks or less before the start of the Holiday.

3.4 If the balance of the Booking Fee is not received within a week of the Due Date the Owner reserves the right to cancel your Booking at any time and retain the deposit.

3.5 Provided that the Property is available for the Holiday the Owner will confirm the Booking to You once it has received the Booking Form from You or confirmation that You have successfully completed the Booking Form online together with all money due at the time of Booking in cleared funds. You should check the confirmation carefully and notify the Owner immediately in case of any discrepancy or mistake.

3.6 The Owner may at any time before issuing a confirmation accept bookings from other customers for the Property.

3.7 If the Property is unavailable for your Holiday and the Owner is unable to accept the Booking for this or any other reason, the Owner will return all money received from you in full.

4. Payment

4.1 You may pay online via the Website by using credit card or debit card via Paypal or subject to the provisions elsewhere in these terms and conditions by cheque.

4.2 For Bookings made less than 3 weeks before the start of the Holiday, no cheques will be accepted and payment must be made in cleared funds, ie. by credit card or debit card.

4.3 All cheque payments shall be made payable to the Owner and submitted by post to the Owner at the address available on written request.

5. Cancellation

5.1 If You cancel the accepted/confirmed Booking for any reason, You must notify the Owner by email via the Website or in writing at the address available on request.

5.2 A cancellation charge is payable. The amount of the charge will be a percentage of the Booking Fee and will vary according to the number of days or part days from and including the date upon which the Owner receives notice of cancellation from You up to and including the first day of the Holiday. The amount payable will be as follows

Number of Days Percentage of Booking
from receipt of notice fee payable as
to Holiday cancellation charge

1-14 days 100%

15-28 days 75%

29-56 days 50%

57 days or more Full deposit

5.3 The Owner strongly recommends that You take out cancellation insurance.

5.4 Where You have taken out cancellation insurance and cancel a Contract with the Owner, the cancellation must be notified to the Owner in writing. Should a cancellation be made which is not covered in full under the terms of the cancellation insurance, you remain liable in accordance with condition 5.2 for any monies owed.

5.5 If the Property becomes unavailable or unusable for any reason prior to the start of the Holiday, you will be reimbursed any sums received from you in respect of the Contract.

6 Holiday

6.1 The Holiday 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 If your stay extends beyond the times referred to in clause 6.1 You may be subject to a charge for the additional time based on the applicable daily rate for the Property.

7 Altering Your Booking

7.1 The Owner will endeavour, but is under no obligation, to consider a request from You to change the Holiday.

7.2 Any request made under clause 7.1 above will only be accepted if:

7.2.1 the Property is available for the new Holiday requested; and

7.2.2 You pay an administration fee of £30 (plus VAT if applicable) and any sums due in respect of any higher prices for the Property for the new Holiday.

8 Your Obligations

8.1 You agree that the Property will not be used :

8.1.1 by more than the maximum number of people stipulated on the Website;

8.1.2 for anything other than personal and domestic purposes;

8.1.3 for any commercial purposes;

8.1.4 for any activity or in such a way as to cause a nuisance or annoyance to neighbours of the Property.

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

8.3 Upon arrival at the Property You and your guests will:

8.3.1 check the layout of the Property, so that in an emergency you and your party can get out quickly and easily;

8.3.2 check the locations of the fire extinguishers and fire blanket and read the instructions for use;

8.3.3 check the location of the first aid box; and

8.3.4 read and take note of specific safety information provided in the Property.

8.4 If you have any concerns about the safety of the Property, you should contact the Owner or the Housekeeper immediately.

8.5 You agree to keep the Property and the contents in the same condition and repair as found on your arrival at the Property and shall procure that your guests shall also take such care of the Property and the contents.

8.6 If either You, any of your guests or an animal accompanying you, by act or omission causes damage to the Property and/or the contents, You agree to pay to the Owner upon written demand, any reasonable costs and expenses incurred in making good any such loss or damage.

8.7 You will report accidental damage or breakage to the Owner immediately. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

8.8 You may be required to pay a security deposit on arrival. If this applies to the Property You will be advised of the amount at the time of Booking. The security deposit will be refunded at the end of the Holiday (less any reasonable costs for breakages, damage etc if

applicable). Any security deposit will be taken by the Owner or by the Housekeeper on behalf of the Owner directly.

8.9 You shall abide by all instructions with regard to the use of the Property and the fixtures and fittings as notified to You by the Owner from time to time.

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

9 Pets

9.1 Other than as stated in clause 9.2 no pets are permitted at the Property.

9.2 You must ensure that dogs permitted under clause 9.2 are:

9.1.1 properly controlled and supervised at all times;

9.1.2 not be left unattended at the Property; and

9.1.3 not permitted in any of the bedrooms or on any of the furniture and you are advised to bring a pet basket.

9.3 Guests with allergies should be aware that the Owner cannot guarantee that there have been no pets at the Property and subject to condition 12.1 the Owner does not accept any liability for suffering which may occur as a result of such pets having been present.

10 Owner's Rights

10.1 The Owner and the Housekeeper on behalf of the Owner shall have the right of entry to the 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.

10.2 The Owner reserve the right to refuse Bookings from:

10.2.1 groups of people under the age of 21; and/or

10.2.2 hen or stag parties.

10.2 You must inform The Owner at the time of Booking if your party falls in condition 10.2.1 and/or 10.2.2

10.3 The Owner reserves the right to:

10.3.1 terminate the Contract without prejudice to any rights and remedies accrued to the Owner or to You which shall remain following termination; and

10.3.2 ask You and your guests to leave the Property immediately if deemed necessary by the Owner as a result of your behaviour or of that of any of your guests or any other material breach of these Booking Conditions.

10.4 In the event that your Contract is terminated in accordance with condition 10.3, the Owner reserves the right not to refund to You any part of the Booking Fee in respect of the shortened Holiday.

11 Complaints

11.1 If You wish to make any complaint during your stay in the Property, You should notify the Owner or Housekeeper promptly. The Owner will use its reasonable endeavours to resolve any complaints subject to the provisions of clause 12.

11.2 Any complaints You made after the Holiday should be submitted to the Owner in writing within a reasonable time made in writing.

12 Liability

12.1 Nothing in these Booking Conditions shall limit or exclude the liability of the Owner for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability, which cannot be excluded by law.

12.2 Subject to condition 12.1 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.

12.3 Subject to condition 12.1 the Owner 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.

12.4 Subject as stated in condition 12.1, the aggregate liability of the Owner 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 Booking Fee received from you.

12.5 The Owner cannot be held responsible for any building or road works which may be carried out close to the Property and in making the Booking You acknowledge that the Property being located in a rural location:

12.5.1 can experience some animal noise and occasionally noise from grass cutting or other farm machinery or activities; and

12.5.2 that insects and other pests are common and not necessarily an indication of poor housekeeping standards. Whilst preventative action is always taken by the Property owners, these pests can never be eradicated completely.

12.6 If You make any special requests in relation to the Booking the Owner will endeavour to meet them, but this cannot be guaranteed.

12.7 The Owner of the Property aims to ensure that the particulars of the Property as they appear on the Website or in any brochure are true and accurate.

12.8 The Owner does not accept any liability for any misrepresentation based on errors contained in information on the Website for in any other information supplied to You in writing or in conversation with the Owner or the Housekeeper or with any other person.

12.9 In making the Booking You acknowledge that minor differences may arise between the photographs, illustrations and descriptions of the Property and the actual Property.

13 Data Protection

13.1 For the purposes of the Data Protection Act 1998, the Owner and the Housekeeper are Joint Data Controllers of all personal data provided by You.

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

13.3 You agree that the Owner and the Housekeeper 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.

13.4 You agree that the Owner and the Housekeeper may also process and store your personal details for its own administration, market analyses and operational reviews.

13.5 The Owner would also like to store and use your personal data for future marketing purposes (for example, sending brochures, details of promotions, or offers which the Owner believes may be of interest to You). All details other than credit/debit card data, given to the Owner 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.

13.6 If You have made the Booking by supplying details to the Owner and/or the Housekeeper in writing or by telephone by agreeing to these Booking Conditions, You consent to the Owner sending You the information referred to in clause 13.5 and if you do not wish to receive such information from the Owner, please notify the Owner in writing. If your booking has been made via the Website, then the Owner will not send You any such information unless You have indicated your consent on the Website whilst making your Booking.

13.7 The Owner would like to supply You with promotional offers from selected third parties. If You have made your booking by supplying details to the Owner or Housekeeper in writing or by telephone by agreeing to these Booking Conditions You consent to the Owner sending you such offers. If you do not wish to receive these offers, please notify the Owner in writing. If you made the Booking via the Website, the Owner will not send You any such third party material unless You have indicated your consent on the Website whilst making your Booking.

13.8 You have the right under the Data Protection Act 1998 to obtain information about You held by the Owner. Should you have any queries regarding this right or your personal information please contact the Owner.

14 General

14.1 The Owner shall not be liable for any delay or non-performance of its obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control.

14.2 The Owner reserves 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 its control.

14.3 The Owner will notify You as soon as reasonably practicable upon becoming aware of any matter arising under this clause.

14.4 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.

14.5 You shall not, without the prior written consent of the Owner, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.

14.6 No third party shall have any rights under or in connection with this Contract.

14.7 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.