

**PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A RESERVATION REQUEST WITH US (WHETHER BY EMAIL, TELEPHONE OR POST), THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.**

## **1 Welcome**

1.1 Welcome to Puffitts Cottage, Bourton on the Water which is owned and run by Nicky Holmes ("we", "our" or "us", as applicable).

1.2 These terms and conditions ("**Booking Conditions**") apply to any reservation you make with us for our holiday properties as featured on our WebSite, whether by Telephone, via Email or Post.

1.3 Please read these Booking Conditions and our Terms of Use together with their related policies carefully before you make a booking, as these terms and conditions will apply when doing so. We recommend that you print or save a copy of these Booking Conditions and the Terms of Use for your reference.

**By making any Booking with us, you confirm that you accept these terms and conditions and agree to comply with them.**

1.4 To make these Booking Conditions easier to read, we use a number of definitions. We refer to:

**"Rental Contract"** as the legally binding contract between you and the Owner for the Rental Services;

**"Rental Charges"** as the Booking Fee and the fees payable by you under the Rental Contract that we collect from you in relation to the Booking;

**"Deposit"** as the initial instalment of the Rental Charges quoted during the Booking process and payable by you when making a Booking;

**"Rental Balance"** as the balance of the Rental Charges payable by you after payment of the Deposit;

**"Holiday Period"** as the dates for which you reserve a Property;

**"Booking Details"** as details specific to your Booking including the Property, Holiday Period and any restrictions notified to you during the Booking process;

**"Guests"** as holidaymakers other than you that are booked to stay at the Property during the Holiday Period under your Booking.

1.5 If you have any queries or concerns regarding these Booking Conditions, please contact us using the details set out in the Contact Us section below.

## **2 Making a Booking**

*Eligibility*

2.1 To be eligible to make a Booking and enter into a Rental Contract you must:

2.1.1 be 18 years of age or over and have the legal capacity to enter into legally binding agreements;

2.1.2 register with us on our Site (in advance or when Booking) or by telephone by providing your real name, phone number, email address and other requested information; and

2.1.3 possess a valid payment method such as a Bank Account or PayPal or any other digital option as stated on the payment page.

### *Booking methods*

2.2 You may make a Booking directly using our Site or by contacting us by telephone or by email using the details in the Contact us section.

### *The contract between you and us*

2.3 By making a Booking with us you are making an offer to:

2.3.1 receive our Booking Service and make payment to us (at the relevant time) in respect of the Rental Services;

2.3.2 enter into a Rental Contract with the applicable Owner in relation to the Property you have selected; and,

2.3.3 pay us all amounts due in respect of the Deposit and Rental Charges.

2.4 The following steps have to take place before a contract is made between you and us for the provision of Rental Services under a Rental Contract:

2.4.1 All our bookings are made personally by telephone, where available dates and prices are confirmed, and your booking agreed, This is then confirmed via email and the correct payment requested.

We will read you details of your Booking and Booking Conditions for your confirmation. You may make any required amendments at this point. We will then request your payment details and we will process your payment in respect of your Booking;

2.4.2 We check the availability of the Property relating to your Booking and, provided we have successfully processed your payment, we will send you an email confirming your Booking together with a copy of these Booking Conditions and other details relating to your Booking ("**Booking Confirmation**");

2.4.3 we accept:

a) your offer to receive our Booking Services;

b) your agreement to pay us all sums due (at the relevant time) in respect of the Rental Charges (including the Deposit);

c) your offer to enter into the Rental Contract,

in each case, at the time we take any payment from you in respect of the Rental Charges. Accordingly, nothing that we say or do will amount to any acceptance of your offer until we actually take any payment from you in respect of the Rental Charges (including the Deposit) at which point a contract will be made between us for the provision of the Rental Services under the Rental Contract.

### **3 Fees, charges and payment**

3.1 The fees and charges will be as quoted from time to time and, unless otherwise stated, are quoted in pounds sterling.

3.2 The fees and charges may change from time to time, but changes will not affect any Booking which we have confirmed in writing with a Booking Confirmation.

3.3.1 The Deposit is payable at the time of your booking and, if the date the Rental Balance would normally fall due for that Booking has already passed, the Rental Balance too; and

3.3.2 any additional fees and charges quoted during the Booking process when you make your Booking (for example pet charges, special arrangements)

3.4 If you are paying a Deposit rather than the entire Rental Charges when making your Booking, you will also be presented with the date by which you will need to make payment to us for the Rental Balance. Please note, we may (but are not obliged to) contact you to remind you of the due date for payment of the Rental Balance.

3.5 We currently accept only accept bank transfers for settlement of rental charges.

3.6 Your booking is not deemed complete until the appropriate payment(s) have been received by us.

### **4 Your right to cancel or transfer a Booking**

4.1 Please check all the details in your Booking Confirmation promptly after receiving the confirmation and notify as soon as possible if you think we have made any mistakes or errors with your Booking.

4.2 Please contact us directly using the contact details provided if you would like to amend your Booking. If we are able to amend the Booking, additional charges including additional Rental Charges and/or an administration fee may also be payable to cover our costs of making the amendment. This does not affect your legal rights.

4.3 After you receive your Booking Confirmation you will not have a legal right to cancel the Rental Contract as the Rental Services provided under it are accommodation and leisure services for which the contract provides a specific period of performance. You may, however, end the Rental Contract in accordance with the section Your right to end a Rental Contract.

4.4 You may not transfer your Rental Contract to another person. If you do not stay at the Property during the Holiday Period but your Guests do, you will still be legally responsible for all your obligations under the Rental Contract and these Booking Conditions and your Guests' compliance with them. Please see further paragraph 13.4.

## **5 Cancellations of your Booking by us**

5.1 We may cancel your booking if:

5.1.1 we become aware of any health and safety or quality-related issue with the applicable Rental Services or Property or its immediate surroundings (for example contamination to the Property's water supply);

5.1.2 Due to circumstances or events outside our reasonable control. 5.1.3 If we cancel a Booking in accordance with this paragraph, we will refund any amounts paid to us by you in relation to the cancelled Booking.

## **6 Booking restrictions**

12.1 The maximum Holiday Period for any Booking is 28 consecutive days, subject to availability.

## **7 Your responsibilities**

7.1 You must make sure that all the information you provide to us in connection with your Booking is true, accurate, current and complete. If any of your details change (e.g. email address, postal address), you must promptly update your details.

7.2 You accept financial responsibility for all transactions made under your name or account.

7.3 You promise to us that during the Holiday Period:

7.3.1 that the number of people and pets occupying the Property will not exceed the number stated on your Booking Confirmation;

7.3.2 that the Property will be used solely for the purpose of a holiday by you and your Guests;

7.3.3 that you will (and ensure that your Guests will) show all due consideration and respect towards the Owners and their representatives and neighbours or other persons or parties that have a connection with the Property. This includes refraining from abusing your stewardship of the Property or dangerous, offensive, violent or anti-social behaviour towards such persons or parties;

7.3.4 that you will (and ensure that your Guests will) use the Property and Rental Services lawfully, will not abuse any facilities provided as part of the Rental Services and will comply with any health and safety or other policies or instructions notified to you by us in connection with the Property or Rental Services;

7.3.5 to allow us or our representative to access the Property at any reasonable time during the Holiday Period provided the Owner provides reasonable advance notice (except in emergencies);

7.3.6 to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the Holiday Period and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found. **We may make an additional, reasonable charge for professional cleaning after your and your Guests occupancy as may be required to return the Property to its original state of cleanliness and tidiness;**

7.3.7 to report to us as soon as possible any breakages or damage caused by you or your Guests during the Holiday Period. **Without affecting any other remedies that we have under the Rental Contract, you promise to fully reimburse us for the cost of replacement or repair for such breakages or damage.**

7.3.8 to arrive after 4 p.m. on the arrival day and to vacate the Property by 11 a.m. on the day of departure unless you have selected alternative check-in and check-out dates during the Booking process (as detailed in your Booking Confirmation) or agreed otherwise directly with us.

7.3.9 not to allow any person other than you and your Guests to use the facilities and amenities of the Property without the express permission of the Owner; and

7.3.10 to notify all Guests before the Holiday Period starts of your and their obligations under this paragraph.

7.4 You will be responsible for all Guests staying at the Property and the things they do (and do not do) even if you do not stay there yourself during the Holiday Period.

7.5 It is your responsibility to ensure you, your Guests and any pets have the relevant travel and health documents and requirements needed for visiting the country in which a Property is located. These include any passport or other identification documents, visa requirements and, in the case of pets, any vaccines or microchips. We will not be liable for any expenses incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with such requirements.

7.6 In the event that you or any Guest fails to comply with the requirements set out above in paragraph 13.3, we can refuse to allow you and your Guests to enter and stay at the Property or can require you and your Guests to leave the Property before the end of the Holiday Period. In either case, you will be treated as having broken the terms of Rental Contract and the provision set out in the Owners' right to end a Rental Contract section will apply.

## **8 Owners' responsibilities**

8.1 The Owner will:

8.1.1 perform the Rental Services using reasonable care and skill;

8.1.2 as soon as possible, notify you in writing of any changes to the description of the Property and/or Rental Services relating to your Booking which would make our descriptions of the Property inaccurate, incomplete or misleading;

8.1.3 ensure that the Property is vacant and that you and your Guests have exclusive access to the Property and Rental Services for the full period of the Holiday Period.

8.1.4 ensure that suitable arrangements are in place for you to collect and return the keys for the Property;

8.1.5 not make any use of the Property (including conducting any viewings of the Property) during the Holiday Period;

8.1.6 show all due consideration and respect to you and your Guests including refraining from any dangerous, offensive, violent or anti-social behaviour towards you and your Guests;

8.1.7 will ensure that the Owner, the Property and the Rental Services comply with all applicable laws and regulations during the Holiday Period;

8.1.8 comply with the terms of the Rental Contract and act in good faith at all times;

8.1.9 respond to queries, complaints and problems which arise during or after the Holiday Period and use its best efforts to resolve them

## **9 Pets**

9.1 Well behaved Pets are welcome at Puffitts Cottage. We do not allow puppies or untrained dogs and if you exceed the stated number/size/description of pet(s), we have the right to:

9.1.1 refuse to allow you and your Guests to enter or stay in the Property; or

9.1.2 ask you and your Guests to leave the Property before the end of the Holiday Period.

9.2 If the Owner exercises their rights under paragraph 9.1, the Owner may end the Rental Contract in accordance with the Owners' right to end a Rental Contract section.

9.3 You will be liable for all damage caused by your and your Guests' pets. If you are allowed a pet/pets in the Property, you should remove all traces (inside and outside) from the Property of pet occupation before you and your Guests vacate the Property at the end of the Holiday Period.

**The Owner may make an additional, reasonable charge for professional cleaning after your and your Guests occupancy due to any pets that have stayed at the Property.**

You must not allow pets upstairs, on beds or on furniture within the Property and pets must not be left alone in the Property at any time. If you break the terms of this

paragraph 9.3, the Owner (or their representative on their behalf) may notify you that you have broken those terms and if you continue to do so may end the Rental Contract and require you and your Guests to leave the Property before the end of the Holiday Period.

9.4 Registered assistance dogs are welcome at Puffitts Cottage, provided that you comply with the provisions in paragraph 9.3. You must notify us of the intended presence of any assistance dogs prior to Booking.

## **10 Insurance**

10.1 You are strongly advised to take out adequate travel insurance prior to departing for your holiday. It is your responsibility to check that your insurance cover is adequate.

10.2 We do not offer holiday insurance products, and the purchase of any insurance products is entirely the guests responsibility.

10.3 You acknowledge that personal belongings and vehicles (together with their contents) belonging to you and your Guests are left at the Property entirely at your and their own risk. We accept no liability to you for any loss, damage or injury to you or your Guests, or your or their personal property during the Holiday Period, except to the extent such loss, damage or injury is caused by our negligence.

## **11 Our Promise to you about the Property and Rental Services**

11.1 We promise to you that:

11.1.1 We have the right to provide the Rental Services and enter into the Rental Contract with you

11.1.2 We will maintain, at the Our expense and with a reputable insurance company, policies to meet Our liabilities under the Rental Contract with you;

11.1.3 We will comply with all applicable laws and regulations, in particular, relating to fire, health, safety and planning and data protection; and

11.1.4 the Property is properly maintained, clean, tidy and in good repair at the start of the Holiday Period.

## **12 Owners' liability**

12.1 We do not exclude or limit in any way their liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by their negligence or the negligence of their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Rental Services including the right to receive the Rental Services supplied with reasonable skill and care.

## **13 Your rights as a consumer**

13.1 We are under a legal duty to supply services that are in conformity with our specific contract with you. You have certain legal rights as a consumer under the law and nothing in these Booking Conditions affects your legal rights. Advice about your legal rights in relation to the services we and Owners provide is available from your local Citizens' Advice Bureau or Trading Standards office. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## **14 Your right to end a Rental Contract**

14.1 You may immediately end a Rental Contract:

14.1.1 if we have told you about an error in the charges or Booking Details or a significant error in the description of the Rental Services relating to your Booking and you notify us that you do not wish to proceed; or

14.1.2 if we notify you about a change to the Rental Charges due to changes in the applicable exchange rate and you notify us that you do not wish to proceed in accordance with paragraph 4.1.

14.2 Nothing in this paragraph 14 affects or reduces your legal rights as a consumer. Please see further paragraph 13 regarding where to obtain advice regarding your legal rights.

## **15 Owners' right to end a Rental Contract**

15.1 An Owner may immediately terminate their Rental Contract with you if:

15.1.1 you and your Guests do not comply with the obligations set out in paragraph 13;

15.1.2 you do not comply with the applicable rules on pets in accordance with paragraph 15;

15.1.3 if you fail to pay any housekeeping bond on the date that payment of the bond is due; or

15.1.4 circumstances or events outside the Owner's reasonable control prevent or are likely to prevent you and your Guests from staying at the Property for the Holiday Period or the Owner from complying with any other of its obligations under the Rental Contract.

## **16 Consequences of the Rental Contract ending**

16.1 If you end the Rental Contract for the reasons mentioned in paragraph 14, we will refund to you the Deposit and any other amounts paid by you for the Booking within 14 days of the date you notify us that you wish to end the Rental Contract.

16.2 If the Rental Contract ends during the Holiday Period, you must: 16.2.1 leave the Property together with all Guests as soon as possible;

16.2.2 notify the Owner (or their representatives) and us that you and your Guests have left the Property and the reasons for doing so; and

16.2.3 return the keys/access cards to the location instructed by the owner.

16.3 Nothing in this paragraph 16 affects or reduces your legal rights as a consumer. Please see further paragraph 13 regarding where to obtain advice regarding your legal rights.

## **17 Complaints**

17.1 If you have any complaint about the Rental Services or the Property please contact us by telephone as soon as possible. We take complaints from our Guests very seriously and endeavour to resolve all issues quickly, and with minimum disruption to your stay.

17.2 Where possible please let us know about any issues with your accommodation during your stay, do not wait until you get home as the opportunity to resolve the problem for you has been lost.

Our correspondence address is: Puffitts Cottage , Lansdowne . Bourton on the Water . GL54 2AR