

Booking Conditions

1. DEFINITIONS

“Agent”	Means the person managing the property on behalf of the Owner. The Agent deals with all enquiries, sends and receive the booking forms and collects the payments on behalf of the Owner
“Booking”	Means the booking for a Holiday in the Property;
“Booking Form”	Means the booking form to be completed and submitted to the Owner (Agent on behalf of the Owner) in order to make the Booking;
“Confirmation”	Means the confirmation sent by the Owner (Agent on behalf of the Owner) to you upon receipt of your Booking Form confirming the Owner’s acceptance of your Booking for the Holiday;
“Fee”	Means the total fee payable for the Holiday, which includes all booking fees, charges and, where applicable, VAT;
“Holiday”	Means the period of time which the Owner has agreed that your Party may reside in and use the Property;
“you” or “your”	Means the person making the Booking;
“Owner”	Means the owner of the Property;
“Property”	Means the property known as Old Rose Cottage, Turville, Henley-on-Thames, Oxon;
“Property Handbook”	Means the handbook in the Property containing all operating instructions, guidance notes and general information relating to the use of the Property;
“your Party”	Means you and up to three people listed in the Booking Form who may reside in the Property;

2. BOOKING CONDITIONS

These Booking Conditions set out the terms and conditions applicable to your Holiday in the Property. By submitting the Booking Form to the Agent, you agree to enter into a contract with the Owner, subject to and upon these Booking Conditions. Nothing in these Booking Conditions affects your statutory rights.

3. TENURE

Your stay in the Property is for a holiday only and none of your Party is entitled to any security of tenure in the Property.

4. YOUR BOOKING

Your Booking is made as a consumer and you agree that no liability can be accepted by the Owner nor by the Agent for any expenses, costs, losses, claims or other sums howsoever suffered by your Party. Upon receiving your Booking Form and provided the Agent accepts the Booking on behalf of the Owner, the Agent will issue a Confirmation to you. This signifies that the Owner has agreed to enter into a contract with you. When you receive the Confirmation you must check the details carefully and notify the Agent immediately if anything is not correct.

5. PAYING FOR THE PROPERTY

You are required to pay the Fee in full when you submit the Booking Form to the Agent. If any payment you are required to make is not honoured for any reason, the Agent is entitled to make an administration charge of £35 on behalf of the Owner.

6. CANCELLATION OR CHANGES TO YOUR BOOKING BY THE OWNER

The Owner does not expect to have to make any changes to your Booking but occasionally problems occur and Bookings have to be changed or cancelled. If this does happen, the Owner will contact you as soon as practicable to explain what has happened and inform you of the cancellation or change. If a significant change has to be made (and the change is unacceptable to you) or your Booking has to be cancelled, the Owner will give you a full refund of all monies paid by you.

7. FORCE MAJEURE EVENTS

Except where otherwise expressly stated in these Booking Conditions, the Owner and the Agent shall not be liable for any change, cancellation, loss or damage suffered by your Party or for any failure by the Owner or the Agent to perform any of his obligations which is due directly or indirectly to an event or circumstance beyond his reasonable control. By way of example, this includes (without limitation) fire, flood, exceptional weather conditions, destruction or damage to, or sale of the Property and other similar situations.

8. ADVERTISING DETAILS

Whilst the Owner and the Agent are keen to ensure that all details relating to the Property displayed in any advertising brochure, promotional literature or on any website are accurate and complete, sometimes errors may occur and the information and prices in such advertising material may be subject to change at the time when you make a Booking. You should therefore check all the details relating to the Property, including the Fee payable, with the Agent at the time of your Booking. Sometimes certain facilities or services mentioned in the advertising material may not be available or may be restricted. If this happens, the Agent will inform you as soon as practicable. Neither the Agent, nor the Owner can accept responsibility for any changes or closures to area amenities or attractions mentioned in any advertising material.

9. LIABILITY

Whilst the Owner has taken care to ensure that the Property and its contents are safe and in good order, the use of the Property is entirely at your own risk and your Party must take all necessary steps to safeguard its safety and all of its personal property. The Owner excludes liability for any personal injury (unless it directly results from the Owner's negligence) or for any loss or damage to any of your Party's belongings, personal possessions or vehicles during your Holiday. In the event of their being any claim you agree to fully indemnify the Agent and pursue your claim with the Owner.

10. IF YOU CHANGE OR CANCEL YOUR BOOKING

Changes

If you want to change your Booking after a Confirmation has been issued, an administration fee of £35 will be payable to the Agent on behalf of the Owner. It is important to realise that any change you wish to make to the dates for your Holiday may be treated as a cancellation of a Booking and the making of another. In such cases, a cancellation charge may be incurred, which may be as much as the total of the Fee. The Agent will advise you if this is the case when any change is requested.

Cancellations

If you have to or wish to cancel your Booking, you must notify the Agent as soon as possible. Any cancellation must be confirmed in writing and sent by recorded delivery to the Agent Owner. The day on which the Agent receives notification from you of the cancellation will be the date on which your Booking is cancelled.

If you wish to cancel your Booking, the Agent will require you to pay a cancellation charge based on the number of days' notice you give to the Agent before the start of your Holiday as set out in the following table:

No. days notice given to Owner	Amount payable
More than 56 days	35% of Fee
29 – 56 days	50% of Fee
1 – 28 days	100% of Fee
On arrival date or later	100% of Fee

11. ARRIVAL AND DEPARTURE

You are to arrive at the Property no earlier than 3pm on the start date of your Holiday and you must leave by 10am on the last day of your Holiday. If your arrival is to be delayed at all, you must notify the Agent immediately. If you fail to do so, you may not be able to gain access to the Property and your Booking may be treated as having been cancelled by you and you will not be entitled to a refund of any monies paid.

12. USE OF THE PROPERTY

Your Party agrees to take good care of the Property, to keep it clean and tidy and to leave in a similar condition as you found it upon your arrival. Particular attention must be given to the kitchen, ensuring that all equipment, utensils, china etc is left clean. You are to comply at all times with the Property Handbook.

Your Party agrees not to use the Property for any commercial purpose, including without limitation, assigning or subletting the Property or otherwise allowing anyone other than those notified in the Booking Form to occupy it. You are responsible to the Owner for the actual costs of any breakage, losses or damage in or to the Property, together with any additional costs which may thereby result, which are caused by any member of your Party.

To show due consideration to the Property's neighbours, your Party is to ensure that any noise is kept to a minimum in the Property between the hours of 11pm and 8am.

The Owner is entitled at his absolute discretion to repossess the Property if he reasonably believes that any damage is likely to be caused, has been caused or is being caused by your Party. These circumstances will be treated as a cancellation by you and no refund will be made to you and the Owner will not be held liable as a result. In this situation the Owner is not under any obligation to provide any alternative accommodation for your Party.

The Property only accommodates four people and you must not allow more than four people to occupy the Property. Pets are expressly forbidden in the Property unless prior written consent is obtained from the Agent on behalf of the Owner. If you fail to adhere to these requirements or if your Party materially breaches any of these Booking Conditions, the Agent or the Owner has the right to refuse to hand over the Property to you or to repossess it. If the Agent or the Owner does this, it will be treated as a cancellation by you with no refund is payable and the Owner will not be liable to you for any consequences. In this situation the Owner is not under any obligation to provide any alternative accommodation for your Party.

You must allow the Owner and any of his duly authorised representatives (including any workmen) access to the Property upon reasonable notice during your stay in the Property. In cases of emergency or where a problem needs remedying quickly, you must allow immediate access to the Property.

13. SECURITY

You are to ensure that proper precautions are taken at all times to keep the Property secure. You are to lock all doors when the Property is unoccupied even for a short period. No electrical machine (for example, dishwasher, oven, washing machine, tumble dryer) in the Property is to be left to operate by itself unless a member of your Party is present during such operation. You will be held responsible for any damage caused as a result from a breach of this provision.

14. COMPLAINTS

Whilst every effort is made to ensure that you have an enjoyable and memorable Holiday, if you have any cause for complaint, the Owner is keen that remedial action is taken as soon as possible. You must contact the Agent immediately if any problem arises so that it can be speedily resolved. Discussion of any criticisms with the Agent whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence. If you feel that a problem has not been resolved to your satisfaction, you must within 30 days of returning from your Holiday, put your complaint in writing to the Agent or the Owner, who will reply accordingly. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help the Owner to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate.

15. GOVERNING LAW

The contract between you and the Owner and these Booking Conditions are governed by English law. You and the Owner hereby agree to submit to the exclusive jurisdiction of the English courts in the event of any dispute relating to the contract or these Booking Conditions.