

## CONDITIONS

### 1. Definitions and Interpretation

#### 1.1 Definitions

In these Conditions the following expression shall have the following respective meanings:-

“Accommodation” either:-

(a) Maiden’s Row; or

(b) Bedroom 1 and/or Bedroom 2 and/or Bedroom 3 at Broadway as shall be specified by the Guest in proposing a Booking together with the use of such other areas within Broadway as shall be designated as available for communal use from time to time by the Owners;

“Bedroom 1” the bedroom so named within this Site;

“Bedroom 2” the bedroom so named within this Site;

“Bedroom 3” the bedroom so named within this Site;

“Booking” a contract conferring upon the Guest the following rights:-

(a) to use the requisite Accommodation for holiday purposes only within the meaning of Section 9 of the Rent Act 1977; and

(b) in the case of a Booking of Accommodation at Broadway to breakfast in accordance with clause 7;

“Broadway” East House, Upper High Street , Broadway, Worcestershire;

“Conditions” these conditions and any variations or additions to them which may be introduced by the Owners from time to time;

“Confirmation of Booking” written acceptance of a proposed Booking to be in the form or substantially the form of the “Confirmation of Booking” set out at the end of these Conditions;

“Cost” the total cost of the use of the Accommodation shown in the proposed Booking;

“Deposit” an amount equal to 50% of the Cost;

“Guest” the person making a Booking including anyone using the Accommodation pursuant to a Booking;

“Gym” the gym at Maiden’s Row and the equipment within it;

“Maiden’s Row” Maiden’s Row, Leysbourne, Chipping Campden, Gloucestershire including its garden and the Gym;

“Owners”: the grantors of the right to use the Accommodation at the date of the Booking; and

“Site” this website

## 1.2 Interpretation

1.2.1 In these Conditions the singular includes the plural and vice versa and the masculine includes the feminine;

1.2.2 “proposed date of arrival” the date specified in the proposed Booking as the date upon which the Accommodation is first to be used and “day of departure” shall be the date specified in the proposed Booking as the date upon which the Guests will vacate the Accommodation;

1.2.3 “Bedrooms” any of Bedroom 1 and/or Bedroom 2 and/or Bedroom 3 as the context may require.

## 2. Booking

2.1 The Booking shall be between the Owners and the Guest and shall incorporate these Conditions.

2.2 The Booking is not effective until the Owners despatch to the Guest written Confirmation of Booking.

## 3. Payments

3.1 A Booking made more than 8 weeks before the proposed date of arrival can only be made upon receipt by the Owners of the requisite Deposit as cleared funds.

3.2 Where a Booking is made more than 8 weeks before the proposed date of arrival then the balance of the Cost becomes immediately due and payable on the date 8 weeks before the proposed date of arrival.

3.3 Where a Booking is made within 8 weeks before the proposed date of arrival then it must be accompanied by payment of an amount equal to the Cost.

3.4 Where any payment due in accordance with this clause 3 is not received on the due date, as to which time shall be of the essence, the Owners may, at their discretion, cancel the Booking by the service of notice to that effect on the Guest.

#### 4. VAT

Unless otherwise notified by the Owners to the Guest VAT is not payable on the Cost.

#### 5. Cancellation of Booking

##### 5.1 The Guest may cancel a Booking:-

5.1.1 by serving written notice on the Owners;

5.1.2 by forfeiting the Deposit or an amount equal to 50% of the Cost.

#### 6. Car Parking

6.1 Maiden's Row does not have off-street parking.

6.2 Broadway has off-street parking which the Guest is welcome to use for the parking of one motor vehicle at its own risk and as directed by the Owners.

#### 7. Breakfast at Broadway

7.1 A Booking of any of the Bedrooms shall entitle the Guest to breakfast on each of the days of the Booking after the proposed date of arrival.

7.2 Unless otherwise agreed breakfast will be served between 8.00am and 10.00am.

7.3 For the avoidance of doubt Maiden's Row is a self-catering holiday let.

#### 8. Gym

A Booking in respect of Maiden's Row entitles the Guest to the free use of the Gym and the equipment in it provided that:-

8.1 no-one under the age of 18 years may enter the Gym;

8.2 use of the Gym is entirely at the Guest's risk;

8.3 the Guest must read the instructions for each piece of equipment before using it and any use of the equipment will comprise express confirmation that this has been done and that the Guest understands how to use each piece of equipment and the risks of doing so;

8.4 use of the equipment is entirely at the risk of the Guest and by entering the Gym the Guest expressly acknowledges this to be the case;

8.5 the power plate must be turned off at the mains when not in use;

- 8.6 the Owners do not warrant that the equipment or any of it will be in working order at any particular time although reasonable endeavours will be taken to ensure that any breakdowns are repaired speedily; and
- 8.7 the Guest must ensure that his health will not be impaired as a consequence of using any of the equipment.
9. No-smoking
  - 9.1 The Owners operate a strict no smoking policy at the Accommodation.
  - 9.2 Any Guest that does not comply with this policy may be charged for:  
additional cleaning, damaged items, replacement costs, loss of revenue.
10. Check-in/Check-out
  - 10.1 The Guest is requested to agree an approximate check in time with the Owners not earlier than 4pm on the proposed date of arrival.
  - 10.2 The Accommodation must be vacated by 10.30am on the day of departure.
11. Credit and Debit Cards
  - 11.1 The Guest authorises the Owners to debit any sums due to the Owners pursuant to these Conditions from his credit or debit card the details of which have been supplied to the Owners.
12. Guest Numbers
  - 12.1 No more than 6 people may occupy Maiden's Row and no more than 2 people may use any of the Bedrooms.
  - 12.2 A Booking cannot be accepted from groups (comprising more than 2 people) of young, single persons under the age of 25.
13. Liability
  - 13.1 Any personal belongings of the Guest are at the Guest's risk at all times. No responsibility can be accepted for loss or damage to the Guest's personal belongings whilst they are within the Accommodation.
  - 13.2 The Owners (for themselves and any employees and agents) will not be liable to the Guest for any accident, damage, loss, injury, expense or inconvenience which may be suffered, incurred or arise out of or in connection with the use of the Accommodation provided that nothing in these Conditions shall be deemed to exclude liability for death or personal injury caused by the negligence of the Owners

#### 14. Right of Entry

The Owners reserve the right of entry to the Accommodation at all reasonable times with or without workmen for the purpose of inspection or to carry out repairs deemed necessary to the Accommodation, its facilities or equipment including any garden.

#### 15. Care of the Accommodation

15.1 The Guest shall take all reasonable and proper care of the Accommodation and its furniture, fixtures, fittings and effects and leave it in the same state of repair and condition as at the commencement of the Guest's use.

15.2 Any Guest of Broadway must not bring take away meals into the Bedrooms or any communal areas.

#### 16. Disclaimers

16.1 The information given within the Site is provided on the understanding that the Owners are not engaged in rendering advice and the Site should not be relied upon when making any related decision.

16.2 The information contained within the Site is provided on an as is basis but no warranty is expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the Site.

16.3 The Owners do not guarantee uninterrupted availability of the [vacationcotswolds.co.uk](http://vacationcotswolds.co.uk) website and do not represent that use of the Site will be error free.

#### 17. Third Parties

The Site may contain hyper links to websites operated by other parties. The Owners do not control such websites and the Owners take no responsibility for, and will not incur any liability in respect of, their content. The inclusion of hyper links by the Owners to such websites does not imply any endorsement of use, statements or information contained in such websites.

#### 18. Severance

If any provision of these Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect.

#### 19. Disputes

In the event of any dispute between the Owners and the Guest it shall be referred to the jurisdiction of the English courts only and the contract comprised in any

Booking shall be governed by English Law and interpretation.

[SPECIMEN] CONFIRMATION OF BOOKING

Name:

Address:

Arrival Date:

Departure Date:

Number of nights:

Number of guests:

Cost:

Deposit paid:

Balance of Cost:

Breakages deposit:

Due date for payment of balance:

Signed

Date

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