

BOOKING TERMS & CONDITIONS – BROADRIDGE MEWS

Please read these terms and conditions carefully. By completing the Booking Application Form you agree to be bound by these terms and conditions upon issue by the Owners of a Booking Confirmation.

1. Definitions

“Balance” means, in relation to a case where the Initial Payment required to be paid is less than the full Rental Charge, an amount equal to the Rental Charge less the Initial Payment.

“Booking Form” means the form entitled “Booking Application Form – Broadridge Mews” available on the Website.

“Booking Confirmation” means a form issued by the Owners to confirm a reservation (see further clause 2.2 below).

“Guests” means all members of a party, as indicated on the Booking Confirmation.

“Initial Payment” means the amount payable on making an application for a booking, as specified in paragraph 7 of the Booking Form.

“Lead Guest” means the person or persons signing the Booking Form.

“Owners” means the owners of the Property, Mr. T.M. and Mrs. H.S.L. Daltry.

“Property” means the property known as Broadridge Mews, located at Broadridge House, Buckholt Road, Cranham, Glos., GL4 8HF, including the roof terrace accessed therefrom.

“Rental Charge” means the amount payable for the period of the booking, as specified in the Website at the time of completion of the Booking Form or as otherwise agreed between the Owners and the Lead Guest, and in either such case as confirmed on the Booking Confirmation.

“Website” the Owner’s website for the Property, the address of which is holidaycheltenham.co.uk

2. Booking and Payment

2.1 Completion and submission by the Lead Guest of the Booking Form constitutes an application for a booking. No rights to stay at the Property shall exist until a Booking Confirmation has been issued.

2.2 If the Owners receive the Initial Payment in cleared funds into their bank account (following either a bank transfer arranged by the Lead Guest or presentation by the

Owners of a cheque received from the Lead Guest) the Owners shall issue (by post or e-mail) a Booking Confirmation with details of the booking as soon as reasonably practicable (provided that the Owners reserve the right in their absolute discretion to refuse to issue a Booking Confirmation, in which case any Initial Payment made by the Lead Guest will be promptly returned by the Owners to the Lead Guest). Upon issue of the Booking Confirmation a legally binding contract shall exist under which the Owners agree to make available the Property to the Guests for the period specified in the Booking Confirmation, subject to and in accordance with these terms and conditions.

- 2.3 Immediately following receipt of the Booking Confirmation the Lead Guest shall check the details and if there are any errors or mistakes shall notify the Owners within seven days. No changes can be made after this seven day period has expired.
- 2.4 The Balance shall be paid by the Lead Guest at least six weeks before the arrival date specified on the Booking Confirmation. If not so paid the Owners will be entitled to cancel the booking by notice in writing given to the Lead Guest (by e-mail or by post) and in the event of any such cancellation the Owners shall be entitled to retain the Initial Payment for their own account.
- 2.5 All payments to be made by the Lead Guest must be made in pounds sterling.

3. Cancellation by the Lead Guest

- 3.1 If the Lead Guest wishes to cancel a confirmed booking he/she shall do so immediately in writing. This will only take effect upon receipt by the Owners of the written notice of cancellation.
- 3.2 In the event of any such cancellation:
 - 3.2.1 The Owners shall in all cases be entitled to retain the Initial Payment for their own account; and
 - 3.2.2 in any case where the notice of cancellation is received by the Owners less than six weeks before the arrival date specified in the Booking Confirmation (a) the Owners shall be entitled to retain for their own account all amounts previously received in respect of the booking (whether received as an Initial Payment or otherwise) and (b) if any part of the Rental Charge remains unpaid by the Lead Guest (after taking into account the Initial Payment and any subsequent payments received by the Owners in respect of the booking) the unpaid amount shall immediately become payable by the Lead Guest.

4. Responsibilities and liability of Lead Guest

The Lead Guest is responsible for ensuring that all Guests are made aware of and accept these terms and conditions. The Lead Guest will procure compliance by all Guests with these terms and conditions and be liable to the Owners for any breach, whether or not occasioned by the Lead Guest personally.

5. Responsibilities of Guests During Period of Stay

- 5.1 The Lead Guest undertakes (personally and on behalf of all persons visiting the Property during the period of the stay) that during the period of booking:
- 5.1.1 the number and profile of the Guests staying at the Property shall be as specified on the Booking Confirmation and no-one other than the Guests will use the facilities and amenities of the Property;
 - 5.1.2 no more than one pet (if so specified on the Booking Confirmation) shall be permitted to enter the Property;
 - 5.1.3 the Property shall be used solely for the purposes of a holiday;
 - 5.1.4 all such persons shall show due consideration to other parties and avoid abuses of the Property, including refraining from dangerous, offensive or rude behaviour to the Owners or any third parties (such as any cleaners or workmen engaged by the Owners or any visitors to the Owners' adjoining property);
 - 5.1.5 the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property will be kept in the same state of repair and condition as at the commencement of the stay and that the Property is left in the same state of order and cleanliness in which it was found, including the positioning of furniture. The Owners reserve the right to make an additional charge (for which the Lead Guest shall be liable) for any extra cleaning or for any replacements of breakages or for any repair or remedial work which may be required as a result of non-compliance with the above;
 - 5.1.6 any breakages or damages caused by Guests during the stay are notified to the Owners as soon as possible;
 - 5.1.7 the instructions provided in the Information Pack located in the Property concerning use of equipment in the Property and parking arrangements are fully observed;
 - 5.1.8 Guests will not climb onto the flat roof above the Owners' adjoining property (a flat roof which can be accessed from the roof terrace that is available for the use of Guests);
 - 5.1.9 Guests will not arrive before 3pm on the arrival day and will vacate the Property before 10am on the day of departure;
 - 5.1.10 any use by Guests of the garden and grounds of the Owners' adjoining property and the amenities of those gardens and grounds shall be subject to permission given by the Owners and in accordance with directions given by the Owners and shall be entirely at the Guests' own risk; and
 - 5.1.11 no smoking will take place in the Property.
- 5.2 If any of the undertakings in clause 5.1 are not complied with the Owners will be entitled to prohibit the Guests from taking possession of the Property or to require the Guests to vacate the Property before the end of the period of the booking (and the Guests shall comply with any instructions from the Owners to this effect and shall return to the Owners the keys to the Property).

6. Pets

The Lead Guest is liable for any damage caused by his/her pet (if any) and shall remove all traces of pet occupation from the Property before final departure. The Owners reserve the right to make an additional charge (for which the Lead Guest shall be liable) for any extra cleaning which may be required as a result of the presence of a pet. Pets must not be allowed onto beds or other furniture and must not be left alone in the Property. Pets must not be allowed to defecate in the grounds of the Owners adjoining property - adjoining woodland can easily be used. The Lead Guest shall ensure that any pet does not cause nuisance to the Owners or any other occupants of the Owners adjoining Property or visitors to that Property.

7. Liability

The personal belongings and vehicles (including contents) of Guests are left at the Property entirely at their own risk and the Owners shall have no liability in respect of any loss or damage to the same or for any death of, or personal injury caused to, a Guest, except where caused by the negligence of the Owners.

8. Confidentiality of Information

All personal and other information relating to Guests provided to the Owners for the purpose of the booking shall be kept confidential by the Owners (save as may be necessary to comply with any legal obligations). The Owners may use any comments provided by Guests in the visitors' book at the Property for marketing purposes, provided that the name of the Guest in question shall not be provided without the consent of the Guest.

9. Force Majeure

The Owners shall not be liable, and will not pay compensation, for any circumstances in which a Guest or his or her personal property suffers any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance of any obligations of the Owners are prevented or affected, by any event which the Owners could not reasonably have foreseen or avoided, including natural disaster, fire, flood, adverse weather conditions, disease, interruption to services/utilities and all similar events (including destruction or damage of the Property) outside the control of the Owners.

10. Law & Jurisdiction

All contractual obligations arising out of these terms and conditions are governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.