

BOOKING TERMS AND CONDITIONS

In these booking conditions 'we', 'us' and 'our' means Bolthole Retreats of 1st Floor Offices, 19 St. George's Road, Cheltenham, Gloucestershire GL50 3DT. References to 'you' and 'your' means the person making the booking and all guests in your party. When you accept the booking, you are deemed to have accepted these terms and conditions.

Before booking through us, please read these conditions carefully, along with all the other information relevant to your booking, including any specific conditions or restrictions set out in the website description of your chosen property or properties.

We arrange bookings as agent of the owners of the accommodation (the "Owner"). When you book a property with us acting as agent for the Owner, and therefore you are entering into a contract with the Owner.

Your booking

You as the person in charge of the party (the party leader) must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these conditions. You are responsible for making all payments due to us.

Your contract with the Owner will begin when we issue the written confirmation by email. For bookings greater than, or equal to, 28 days in length, we need Owner clearance before proceeding with the booking. As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

We, on behalf of the Owner, have the right to refuse any booking. If we do this, we will tell you in writing and promptly refund any money that you have paid to us. In this case, neither we nor the Owner will have any legal responsibility to you.

Payment

When you book, you should pay the deposit amount due, which is typically 25% of the cost of your holiday. We must then receive the balance of the money owed no less than 60 days before your arrival date at the property. If you book less than 60 days before your arrival date, we must receive full payment of the total cost when you make the booking. Payments are only accepted in pounds sterling and you must take any relevant bank charges and exchange rates into account if you are making a bank transfer, to ensure that we receive the correct amount in pounds sterling.

If you do not pay any balance payment due in relation to your booking by the appropriate date we will send out a reminder to you explaining that your payment is late and giving you the opportunity to pay us. If we do not receive payment within two weeks of sending out a reminder, we will be entitled to assume, on behalf of the Owner, that you want to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date and pay them to the Owner. We will also be entitled to release your booking and re-let the property.

Pricing

We may correct mistakes in pricing at any time before we confirm your booking. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking. All prices quoted or otherwise given to you include all charges and any UK taxes or government charges which may apply to your booking at the time it is made.

Marketing details

We aim to make sure that information is presented accurately on our website and in other promotional literature or material we produce and provide. However, changes and errors occasionally occur.

There may be small differences between the actual property and its description, usually because Owners are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation.

We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website, by our holiday advisers or advertised elsewhere. We make reasonable efforts to ensure that information supplied to you in relation to the property and its facilities or services, as well as advertised travel and other services, is accurate and complete as at the date given.

Changes or cancellations by you

If you want to change any detail of your confirmed booking, we will do our best to make the changes. However, we cannot guarantee that the Owner concerned will be able to meet your request. Where changes can be made, an administration fee may be payable to us and there may be additional fees payable to the Owner – any fees will be notified to you prior to making changes to your booking. We may treat changes to your dates or accommodation as a cancellation of the original booking and in such cases cancellation charges may be incurred, as set out below. We will advise you if this is the case when the change is requested. You must then inform us as soon as is reasonably practical whether you still wish to change your booking. If you advise us that you do or you fail to contact us as soon as is reasonably practical, your booking will be treated as having been cancelled by you.

If you have to, or want to, cancel your booking, you must email us as soon as possible. The day we receive your email to cancel is the date on which we will cancel your booking with the Owner. You will then be entitled to a refund of your total booking cost less a Cancellation Charge based on the number of days before the arrival date at the property from the date we receive notification of your cancellation, as shown in the following table. This means that if you have paid the balance of your total booking cost and then have to, or wish to, cancel, you may receive a refund of part of such cost. However, if you have not paid your total holiday cost by the time of your cancellation, you may be required to make a further payment to cover the Cancellation Charge.

For the purpose of the table below, booking cost means the total cost of the booking, including any extra items, booking fees, credit card charges and administration fees paid for making any change:

Number of days before arrival date that we receive your notification of cancellation	Cancellation Charge
More than 60 days	Nil
31-60 days	50% of booking cost
0-30 days	100% of booking cost

The conditions for getting a refund referred to above only apply if the cancellation applies to all members of your party. All prices are for the whole property and not on a per person basis

The property

Details of arrival and departure times are set out in each property's Key Features section on the website. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let us or the person whose details are on the location details know you are arriving late, we may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

You and all members of your party agree to keep the property clean and tidy, to leave the property in a similar condition as you found it when you arrived and to behave in a way at all times whilst at the property that does not break any law. You and all members of your party also agree not to use the property for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay in it who we have not previously accepted on behalf of the Owner. You are responsible to the Owner for the actual costs of any missing items, breakage or damage in or to the property, along with any extra costs that may result, which are caused by you or any members of your party. The Owner can ask for an extra payment from you to cover any related costs.

The Owner can refuse to allow you into the property or ask you to leave if they reasonably believe that you or any member of your party is behaving illegally, or is in breach of any condition of these Booking Conditions, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any members or your party. We will treat these circumstances as a cancellation by you.

You must not allow more people than the website states to stay in the property. If you do, the Owner can refuse to hand over the property to you, or can repossess it. If the Owner does this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking and neither we nor the Owner will be legally responsible to you as a result of this situation (including, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation). Neither we nor the Owner are under any obligation to find any alternative accommodation for you.

You must allow the Owner or their representative (including workmen) access to the property at any reasonable time during your stay (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, the Owner can enter the property at any time without giving you notice).

If you make a formal request for the Owner to call out a trade person to investigate or rectify a perceived problem and it transpires that there was no actual problem or that the problem was caused by you, then you will be liable for the cost of the trade person's visit.

Pets are not allowed unless stated on the website. If you take a pet with you, it is not allowed on beds or furniture. Do not leave any pets unattended in the property. You are responsible for the safety of your pets and for ensuring that your pets do not cause damage to any furniture, fixtures, fittings or structures within the boundaries of the property. The Owner is entitled to recover the actual costs of any breakage or damage in or to the property, along with any extra costs that may result, which are caused by your pets.

You are responsible for all key sets in your possession for the duration of your booking. If you lose a key set, the Owner is entitled to charge you £50 per lost set.

Where the property contains a telephone for guest use, the Owner has the right to claim reimbursement from you if there is a material difference between the cost of any telephone calls made during your stay and any contribution you make towards these calls.

Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If the Owner reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

Special requests

If you have any special requests, you must let us know when you make a booking and confirm them in writing. Although we will try to pass any reasonable requests on to the Owner, we cannot guarantee that any request will be met. Confirmation that we have noted a special request or passed it to the Owner, or of the fact it is shown on any written confirmation or any other document, is not confirmation that the request will be met. If we or the Owner fail to meet any special request, it will not mean we or they have broken your contract.

Circumstances beyond the control of the Owner (Force Majeure)

Except where otherwise expressly stated in these Booking Conditions, neither we nor the Owner shall be liable, either jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by us to perform our obligations to you which is due to any event(s) or circumstance(s) beyond our reasonable control ("Force Majeure").

Force Majeure events may include, but not be limited to the failure of public utilities (including both intermittent and total failure) such as water, gas and electricity; strike, lock-out or labour dispute; natural disaster; epidemics; acts of terrorism, war, riot or civil commotion; malicious damage; keeping to any law or governmental order, rule, regulation or direction; accident; breakdown of equipment or machinery; insolvency or bankruptcy of an owner; fire, flood, snow or storm; difficulty or increased cost in getting workers, goods or transport; and other circumstances affecting the supply of goods or services. In such circumstances no refund, compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable by us.

We strongly recommend that you take out adequate travel insurance to mitigate this risk to you and to protect your holiday investment.

Major changes or cancellations by us or the Owner

Neither we nor the Owners expect to have to make any changes to your booking, however, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected. The Owner has the right to do this. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by e-mail or post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change. You should tell us as soon as is reasonably practical whether you wish to accept any change or wish to cancel the booking. In the unlikely event that you fail to tell us that you wish to accept any change, we are entitled to assume that you wish to cancel your booking.

In the event of a cancellation or a significant change that is not acceptable to you, we will immediately refund all monies paid to us.

If we have to cancel your booking, neither we nor the Owner shall be liable, jointly or individually, for any other changes, cancellations, costs, expenses, effect on your holiday, loss or damage suffered by you or for any failure by us to perform or properly or promptly perform any of our obligations to you.

General liability

As we act only as agent for the Owner, we cannot accept any liability for any act or neglect on their part or of anyone representing or employed by them. We cannot accept any liability for any problems or faults with or in any property as all properties are controlled by the Owners.

If you have any complaints about any services that we provide (as opposed to any provided by the Owner), you must let us know immediately in writing and in any event within seven days of the end of any holiday booked through us. We regret we cannot accept any legal responsibility if you do not let us know.

Neither we nor the Owner can be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond the Owner's control. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers or swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

Neither we nor the Owner shall be liable to you for any loss of profit, consequential loss or other indirect losses under the terms of this Agreement. Neither we nor the Owner exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees, or for any criminal act we may commit.

Complaints

Property Owners aim to do everything reasonably possible to ensure that you have an enjoyable stay at their property. However, occasionally things can go wrong. The contract for your accommodation is between you and the Owner, therefore, if a problem does occur, you should contact the Owner or their appointed representative immediately, during the course of your stay. This gives the Owner the opportunity to rectify any problems, as quickly as possible. Please note that any complaints raised after your stay at the property has ended will not result in any form of compensation.

One of the pleasures of holiday cottages is that they are normal domestic homes. However, this does mean that they do not always have immediate, 24 hours a day, access to maintenance services. On behalf of the Owners, we ask that you employ a reasonable degree of patience and agree to work in a practical manner with the Owner, to resolve any problems.

If you cannot contact the Owner or their representative, we can be contacted during normal office hours and we will attempt to contact them on your behalf. As we act only as an agent for the Owner, we cannot accept any legal responsibility for your accommodation or personal property. Any assistance provided by us in resolving a complaint in relation to your booking is provided on a goodwill basis only and in our capacity as an agent. For the avoidance of doubt, unless specifically stated otherwise, we do not have the authorisation to appoint tradesmen, purchase supplies, or approve any expenditure on behalf of an Owner.

Governing law

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you must agree that any dispute will be dealt with by the courts of England and Wales.

Bolt Hole Retreats Limited

Registered office: Battledown House, Ashley Road, Cheltenham, Gloucestershire, GL52 6PQ

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