

## **Booking Conditions for Bath Hen Weekend properties**

### **Booking Conditions**

In these Booking Conditions “we”, “us”, “our”, means the property owner or a designated representative (including employees of INCONET Limited which trades as Walk the Mendips and Bath Hen Weekend, providing courses, activities and accommodation). References to “you” and “your” mean the person making the booking (the “party leader”) and all members of the holiday rental party who have been accepted by us (including anyone who is added or substituted – only with our written permission – at a later date). When you book the property you enter into a contract with us. These Booking Conditions set out the basis of your contract with us. Nothing in these Booking Conditions affects your normal statutory rights. Submission of your booking form indicates your acceptance of these Booking Conditions.

### **Reservations**

The party leader must be over 18 years of age and authorised to make the booking, on the basis of these Booking Conditions, by all other members of the party. The party leader is responsible for making all payments due to us. Your booking is made as a consumer and you agree that no liability can be accepted by us for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. We retain the right to refuse any booking prior to the issue of written confirmation, and if we do this, we will tell you in writing and promptly refund any money you have paid us. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell us immediately. All references to “written confirmation” means confirmations provided by post, electronically or by email as applicable. It is your responsibility to check your emails regularly and to advise us of any change to your email address.

### **Payment**

When you wish to book a property you should contact us to pay an initial booking deposit of £10 per person. We will send you a booking form, and you should complete your booking form and return a signed copy, and the balance of your deposit, normally within 10-14 days as specified on the booking form. On receipt, and acceptance, of your booking form and deposit, we will send your written confirmation to you as soon as reasonably possible showing your booking details. Deposits are non-refundable. The balance should be paid in full at least 8 weeks prior to the start of your holiday. All bookings made less than 8 weeks before arrival will be charged in full at the time of booking. You can make payments by cheque or card. There is a 2.5% surcharge if you wish to pay by credit card.

### **If we need to make changes or cancel your booking**

In the unlikely event that a problem does occur your booking may have to be changed or cancelled. If a significant change has to be made or your booking has to be cancelled, we will, if possible and as soon as reasonably practical, seek to identify an alternative independently-managed property of similar type and standard in a similar location for the same or similar time of year. If you do not wish to accept a significant change or any alternative property we may be able to identify or we cannot find and offer you a suitable alternative property, you will be entitled to cancel your booking and receive a full refund of all monies paid to us. You should tell us as soon as reasonably possible whether you wish to accept any change or alternative property offered, or alternatively whether you want a refund. In the unlikely event that you fail to tell us that you wish to accept any change or alternative property we are entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to us. Please note the above options are not available where any change made is a minor change. Where your booking is significantly changed or cancelled, compensation may be paid at our discretion. Any compensation is limited to a maximum of £100. Compensation will not be payable where any change or cancellation results from “force majeure” (see below) or where you have refused, without good reason, to accept an alternative property you have been offered. Please note, no compensation is payable for minor changes. No compensation is payable and the above options will not be available if we cancel your booking as a result of your failure to comply with any requirement entitling us to cancel (such as paying on time). A minor change is a change which, taking into account the information you gave at the time of booking or which we can reasonably be expected to know, or could not reasonably expect to have a significant effect on your confirmed booking.

**Circumstances beyond our control (Force Majeure):** Except where otherwise expressly stated in these Booking Conditions, we shall not be liable, 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 or properly or promptly perform any of our respective obligations to you which is due to any event(s) or circumstance(s) beyond our reasonable control (referred to as “force majeure” in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than our negligence) and all similar situations. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/ accommodation) will be payable in such circumstances by us to you.

### **Information we have provided**

We aim to ensure that the information provided to you about the properties (via our web site, leaflets, advertisements, brochures, etc), is accurate. However, information, facilities and prices do change from time to time and may be different to that advertised by the time you come to book, or when you arrive at the property. Whilst every effort is made to ensure the accuracy of all information, changes and errors occasionally occur. You may find small differences between the actual property and its description, as we are always seeking to improve our properties and their facilities, and occasionally problems can mean that some facilities may not be available in which case we will tell you as soon as we are aware of a problem. We cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.

### **Disability & special needs**

Please note that (unless otherwise specified) our properties are NOT currently specially adapted for the disabled, although they may be suitable for people with certain special needs. If anyone in your party is disabled or has special needs, we must be informed at the time of booking so we can advise whether the property is suitable or not.

### **If you change or cancel your booking**

If you want to make any changes to your booking once we have issued your confirmation, we will consider any changes but these cannot be guaranteed. If you want to increase the size of your party, or change the composition of it, or other arrangement, there may be an additional occupancy charge. If you want to change the dates of your booking, we will do our best to accommodate you. However, a change of dates may be administered as a cancellation and new booking. If you have to, or wish to, cancel your booking, you must telephone us as soon as possible. You must also immediately confirm your cancellation in writing sent by recorded delivery to us at the address shown on these booking conditions. The day we receive your telephone notification of cancellation is the date on which your booking is cancelled. If you cancel more than 8 weeks (57 days) before your arrival date, you will forfeit your deposits paid. If you cancel within 8 weeks (56 days) before your arrival date, we reserve the right to charge 100% of the holiday fee. If we are able to re-let your cancelled dates, we will refund your fee less any discount we may have had to make to gain a further booking at short notice and less any marketing and advertising costs including time spent in re-marketing the property for your cancelled dates. No refund or discount is available if your holiday is curtailed for any reason, even if the property is vacated by all persons in your holiday party prior to the end date of your booked holiday.

**We strongly recommend you take out holiday insurance.**

### **Arrival and care of the property during your stay**

You can arrive at the property any time between 4pm and 7pm on the start date of your holiday. If you are going to arrive after 7pm you must contact us in advance so that alternative arrangements can be made. If you do not do so, you may not be able to gain access to the property.

### **Security deposit, Cleaning & Damages**

We will require you to provide card details against which the property owner can charge any losses, damages or excess cleaning. You are responsible to us for the actual costs of any breakage or damage in or to the property - along with any additional time or other costs that may result - which are caused by you and/or any members of your party, and we can require payment from you to cover any such costs. These costs will be charged to the card you provide for this purpose. You and all members of your party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. For the avoidance of doubt, the following basic level of cleanliness is required on departure: Cooker and ovens clean and fat-free. Crockery, cutlery and placemats washed/dried and put away. Obvious spills and stains removed. Any furniture moved restored to original position. All food removed and bins emptied. Barbeque clean and fat-free. Failure to meet this standard will result in a cleaning charge against your deposit.

### **Occupation**

You and all members of your party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted and approved in writing by us. We are entitled at our sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if we reasonably believe that any damage is likely to be caused, has been caused or is being caused by you or any members of your party. These circumstances will be treated as a cancellation by you. You also must not allow any people other than those than agreed on your booking form to occupy the property at any time, neither can you change the composition of your party during your occupation of the property, unless this has been arranged in advance and is confirmed in writing.

### **Pets**

Whilst we do not accept pets in the property, we cannot guarantee that animals have never been in the property and we cannot be held liable if you suffer from allergic reactions to anything in the property.

### **Smoking**

Smoking is expressly forbidden anywhere inside the property. Individual properties may have additional smoking restrictions which will be clearly indicated and to which you must adhere. Please only use designated smoking areas.

### **Fireworks**

Any kind of fireworks or Chinese lanterns are strictly forbidden, and bonfires are not permitted. Candles and other flammable items are not permitted in the property.

### **Noise/music**

Loud music / excessive noise or noise late in the evening which may disturb any neighbouring property is not permitted. For the avoidance of any confusion, music should not be loud enough to be heard outside the property after 12pm at night.

If you are in contravention of any of these conditions, we can refuse to hand over the property to you, or can repossess it. If we do so, this will be treated as a cancellation by you. In these situations no refund of any monies you have paid in respect of your booking will be made we will have no liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property / accommodation or the payment of any compensation to you). We will also not be obliged to find any alternative accommodation for you. You must allow us and any representative of ours (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly - in these situations we are entitled to enter the property at any time without giving you prior notice).

### **Liability**

We shall have no liability for any death, personal injury, damage or loss of personal property. You must take all necessary steps to safeguard your personal property and we specifically request that all windows and doors in the property are closed and locked when you are not in the property. No liability to you is accepted in respect of damage to or loss of such property.

### **Complaints**

We try very hard to ensure you have an enjoyable holiday. In the unlikely event that you have any cause for complaint please contact us immediately if any problem arises so that it can be speedily resolved. It is impossible to resolve difficulties properly unless we are promptly notified. In particular, complaints of a transient nature (for example preparation or heating of the property) cannot possibly be investigated unless soon after your arrival.

### **Data protection**

We may need to process and store your personal details for our administration of your booking. We would like to keep your details so we can occasionally send you future brochures, emails or information about special offers at our properties. If you do not wish us to keep you informed, please advise us. INCONET Limited is registered under the Data Protection Act.

### **Law & Your rights**

The contract between you and us is subject to English law and no other, and is formed in Blagdon, North Somerset, England. It is agreed that any dispute you may have with us will be dealt with by the Courts of England and Wales only unless you live in Scotland or Northern Ireland in which case proceedings may be brought in the Courts of Scotland or Northern Ireland respectively. Your statutory rights are not affected by anything contained within these Booking Conditions.

These Booking Conditions are correct as at 21 January 2010 but may be updated prior to your holiday. Your booking is subject to the current booking conditions in place. Please address all correspondence to: Adrian Boots. INCONET Limited. Ashcroft House, Ellick Road, Blagdon, Bristol, BS40 7TU.