Terms and Conditions

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1. <u>Contract:</u>

Luxury Escapes Bath (LEB) acts entirely as a booking Agent on behalf of the Visitor. The contract for a short-term holiday let shall be made between the Visitor and the Owner of the property. It will be entered into once the booking form has been completed, the deposit processed and LEB has issued a holiday confirmation letter.

Although we make every effort to ensure the details and images on our website are accurate at the time of your booking, we cannot accept any liability for discrepancies.

The number of persons occupying the property must not exceed the number agreed at the time of the booking. Luxury Escapes Bath reserves the right to refuse entry to the entire party if this condition is not respected. If knowledge of additional guests is made aware once entry to the property has already been made, LEB reserves the right to do one of the following:

1. Ask the whole party to leave immediately without any refund of money paid for unused days

2. Agree an additional charge for the extra people and take payment accordingly

3. Retain the security deposit

Rentals commence, unless otherwise agreed, at 3 p.m. on the day of arrival and terminate at 10:30 a.m. on the day of departure. Failure to vacate all or part of the

property by the requisite time will result in further charges. Check-ins later than 6pm on the day (4pm on Sundays) are subject to a £25 charge.

Prior to your arrival you will be given details of key collection and who your contact person will be during your stay.

When leaving the property and at the end of your stay, you must ensure that all doors and windows are locked and all rubbish/recycling is put in the allocated place named within your welcome pack. Rubbish is not to be left in the property. Failure to secure the property during and after your stay may result in the loss of your security deposit.

If you wish to have external contractors provide services to your group in the property (caterers, cocktail classes etc), you will need the written agreement of Luxury Escapes Bath in advance. Failure to do so will breach this contract.

2. Payment:

A deposit of $\frac{500}{2750}$ per property is to be paid at the time of booking.

Balance of rent, along with the security deposit, is due at least 84 days (12 weeks) before the beginning of the holiday. Failure to pay the balance on or before the due date shall be construed as a cancellation on your part and any deposit paid will be forfeit (unless otherwise agreed).

In the event that a booking is made less than 84 days before the commencement of the rental, full payment, by cleared funds is required at the time of booking.

We are pleased to accept the following forms of payment:

1. Bank Transfer: Pounds sterling (all charges to be paid by the Visitor). Bank details available upon request

2. Credit Cards/Debit Cards via Paypal - Visa or Mastercard accepted (3.9% transaction charge applies)

A security deposit will be secured against all bookings and varies according to the property. Please be aware that the minimum security deposit will show on the summary when you book online and reflects bookings for under 2 weeks. An additional £100 security deposit will be added to the amount for each additional week that you stay in the property, up to a maximum of 4 weeks. This amount will be reflected in the payment confirmation we email you. Security deposits for rental periods longer than 4 weeks are to be advised at the time of booking.

3. Chargeable Services/Issues:

Should costs arise for any of the following it will be communicated with the Tenant within 3 weeks of their departure and the balance refunded accordingly once all invoices for damages have been received. Should no extra charges arise, deposits will be refunded within 2 weeks of your departure.

We do not accept International Bank Transfers for security deposits.

a) Telephone Calls:

Telephone calls are charged separately. Costs for calls will vary from property to property depending on the service provider the Owner is using.

b) Keys:

3 sets of keys will be issued to the guest upon arrival. In the event that keys are not returned upon departure from the property, or in the event of lost keys, a charge of £180 plus VAT will be made to the Visitor. Should a Visitor be locked out of the property and need to gain entry, LEB will charge a call out fee of £40 plus VAT from 8am until 6pm and £80 plus VAT 6pm to 8am.

c) Parking Permit:

Parking permits must be returned to the property upon your departure. Failure to do so will incur a charge of £50 to replace the permit.

d) Cowshed Toiletries

You agree to use the Cowshed toiletries during your stay but to not remove them from the property. An inventory is done before every booking and if any are found to be missing then **they will be charged at £20.00 per bottle** and deducted from your security deposit.

e) Linens

Towels or gowns are not to be used outside or to be taken to the Thermae Spa or any other spa/swimming pool etc. Also if any of the below are damaged then the cost of replacing these items are as follows:

Single Bed Sheet:	£15.00
Single Duvet Cover:	£20.00
Double Bed Sheet:	£20.00
Double Duvet Cover:	£35.00
Pillowcase:	£5.00
Bath Sheet:	£20.00
Hand Towel:	£8.00
Dressing Gown:	£35.00
Hair Dryers:	£30.00
Hair straighteners:	£35.00

f) Damage:

It is the Visitors responsibility to keep the interior, garden and contents of the property in the same state of repair and cleanliness as at the beginning of the letting, allowing for reasonable wear and tear. In the event of any breakages, damage or extra cleaning required after the Visitor has vacated, Luxury Escapes Bath will notify the Visitor by e-mail within 3 weeks of vacating the premises advising the damages caused and any costs incurred. Luxury Escapes Bath reserve the right to add a reasonable administration fee to cover the time incurred dealing with the damages. We ask that furniture and

mirrors are not moved within the property as this may cause damage to floors and walls. Any damage incurred due to the movement of fixtures and fittings will incur a charge.

If any wires are unplugged from televisions or AV equipment then they must be put back as they were found. If Luxury Escapes Bath has to reconnect wires to the various systems then there will be a charge of £50 for this.

g) Noise:

In the event of any complaints of noise or disrespect and damage to the property Luxury Escapes Bath will ask you to leave with immediate effect and without any compensation for unused days. You will forfeit your security deposit if there are any complaints about your group.

h) Smoking:

Smoking is not permitted inside the property. If your group is smoking outside the property or in the gardens then you must adhere to the noise policy by doing so quietly. If a group has smoked in the house then £50 will be deducted from their security deposit. Any cigarette butts should be disposed of in the red fire buckets supplied. A charge of £50 will be levied if the garden needs to be cleared of cigarette butts after your stay.

i) Cleaning:

As part of your contract the property is cleaned on a weekly basis on the changeover day for any stays 11 nights or longer. Should you wish to have the property cleaned on additional days this can be arranged at a cost of £15 per hour with a minimum of 2 hours per day. Please kindly arrange this prior to your arrival.

j) Linen:

Linen and towels are changed when the property is being cleaned. Should you wish to have your linen and towels changed more regularly this can be arranged at a cost of £30 per bedroom. Please note, there is a maximum of 1 additional linen changes provided per week.

k) Travel Cot and High Chair:

Travel cots and High Chairs are available to hire. They are £10 per item, per week or part thereof.

l) Special Requirements:

We appreciate that getting ready for a holiday can be a manic time and we would be more than happy to take some of the pressure off you. Whether it be booking tickets for a show or tour, or simply stocking the fridge with some of your favourite foods or drinks, please do not hesitate to ask for our help.

4. <u>Cancellation Policy:</u>

All cancellations must be made in writing.

In the event of a cancellation we will make every effort possible to re-let the property you have booked. If we are successful then full repayment of any funds paid will be made provided we can re-rent the same property, for the same or greater amount, less an administration fee of £100. If the amount the property is rented for is less than your original booking, you will only be refunded the difference, less the administration fee. However, if we are not successful in re-letting the property then any funds paid will be forfeit. We therefore strongly recommend cancellation insurance.

If we are forced to cancel your booking for reasons outside our control we will endeavour to first offer you alternative comparable accommodation at no extra cost to you. Should we not be able to provide a suitable replacement property we will reimburse any sums already paid by you in respect of the accommodation. LEB or the Owner will be under no further obligation or liability for any losses or expense arising from these alterations.

There are no further circumstances for which LEB will be liable for a refund.

We reserve the right to cancel any letting should you or any member of your party cause damage to the property, its furniture or contents or should you create a serious disturbance to any adjoining neighbours.

"Accommodation Only" holidays are not governed by the terms and conditions of an Air Travel Organisers Licence (ATOL) issued by the Civil Aviation Authority nor are they covered by the Package Travel, Package Holidays and Package Tours Regulations 1992. Should you book a villa only holiday with us then we are not liable in any way for any other aspects of your travel arrangements that you have made.

Airline strikes, delays, protests, family tragedy, ill health and weather disasters are unforeseeable and often disruptive to holiday plans. We highly recommend guests take out travel insurance, to cover any such occurrences. By signing the contract, guests acknowledge that it is their responsibility to take out travel insurance, should any circumstances beyond our control spoil their holiday.

5. Right of Entry:

LEB or the Owner shall be allowed access to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

6. <u>Complaints:</u>

We take every care to ensure a successful and enjoyable holiday. However, in the event of a complaint, please get in touch with the Luxury Escapes Bath office immediately. Please kindly note complaints are more easily resolved while you are still in the property.

7. Liability and Insurance:

LEB, its Employees and Agents do not accept third party liability in respect of breach of contract, negligence, misrepresentation or otherwise. We cannot in any circumstances

accept liability for any personal injury, loss of life, damage, loss or accident to personal property.

Visitors are advised to ensure their own insurance covers any loss or damage to personal property during their stay and to ensure adequate personal and travel insurance is taken out.

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, warfare and acts of terrorism (and threat thereof), , civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, , the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

8. Facilities:

While LEB endeavours to ensure the highest standard for all of the properties, it does not warrant that in booking these properties on your behalf, they will be in accordance with local national laws including health and safety and insurance.

Please note we are not responsible for the content, security or data policies of any linked websites connected and accessed via the LEB website.

Facilities will vary per property and are listed under each property page. However, all properties will be provided with electricity, fuel, wifi, linen and towels and are all included in the rental cost. The property will be serviced weekly for stays of 11 nights or longer. Your accommodation will be cleaned, the beds changed and towels replenished.