

# RAPIDS COTTAGE

SYMONDS YAT

## Booking Terms & Conditions

Reservations of all holiday accommodation whether made by telephone, email, in person, in writing or from the internet are accepted by The Rapids Cottage, hereinafter referred to as TRC, on the following conditions. TRC is a small family run business with the owners living offsite but locally.

### COVID 19 SPECIFIC CONDITIONS

If you or a member of your party develop symptoms before your holiday, please let us know as soon as possible and **DO NOT** come on your holiday..

Reservations for stays made after 14 March 2020 will not be covered under our extenuating circumstances policy, except in the event of a national or local lockdown. Please note that the refund guarantee applies only to the lead address given at the time of booking and being put into a lockdown, and when the travel restriction coincides with the period of your holiday. If a new local lockdown affects ALL of the hirers party, it is their duty to contact TRC as soon as reasonably possible and we will discuss a mutually suitable alternative date or refund. However, if some of the hirers party can travel it is expected that they should continue on their holiday.

The refund guarantee covers national and local lockdowns, but does NOT cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill with Covid, or are required to quarantine or self-isolate. These events can be covered by you taking out travel insurance.

If you or a member of your party develop symptoms during your holiday, please let us know immediately and return home as soon as is reasonably practical and safe for you to do so. If you need to self-isolate at the holiday property, we will have to charge for the bookings that will have to be cancelled as a result.

If you or a member of your party develop symptoms up to 14 days after your holiday, please let us know.

TRC has carried out a Risk Assessment and taken every precaution to ensure guests safety but cannot be held responsible if, after staying in one of the cottages, a guest contracts COVID-19

#### **1. CONTRACT OF HIRE**

A deposit request email will be sent for direct bookings. This does not form a contract between us. A contract shall only arise when your booking is confirmed once the deposit has been received. The contract is for the hire of the property for short term holiday letting and will be formally entered into between TRC and the Hirer. We do not accept bookings from Hirers under 18 years of age.

#### **2. INITIAL PAYMENT**

Bookings will be reserved upon receipt by TRC of the required deposit payment of **25%** of the holiday cost. If the booking is made within **six weeks** of the holiday commencement date, the full accommodation rental will be required at the time of booking. Deposits can be paid by BACS transfer.

#### **3. BALANCE PAYMENT**

The Balance of the Hire will be due for payment **six weeks** before the holiday commencement date. If the payment is not received and email will be send to the hirer and the cottage will continue to be reserved for 3 days. Failure to make full

payment of the balance will result in the booking being cancelled and the deposit being forfeited unless pre-arranged between the Hirer and TRC.

#### **4. METHOD OF PAYMENT**

Payments can be made by bank transfer only in **£ Sterling**. All necessary payment details will be supplied when the contract is confirmed.

Bank transfers - please allow 72 hours for these to be acknowledged.

#### **5. VALUE ADDED TAX**

VAT does not apply to TRC's property rentals.

#### **6. CONFIRMATION OF BOOKING**

Once TRC has issued a Confirmation of Booking, the Hirer is responsible for the total published price of the holiday let and extras as shown on the confirmation. Amendments to bookings, where applicable, need to be made as soon as possible. TRC reserve the right to adjust prices quoted on our website or on details to properties, due to errors or omissions or changes in VAT.

#### **7. BOOKING CANCELLATION**

If you are forced to cancel your holiday you must inform TRC as soon as possible. The day we receive your notice to cancel is the date on which we will cancel your booking. The deposit is non-refundable however if the hirer gives more than 6 weeks notice and we are able to re-let the dates we will return the deposit (less a £30 administration fee). The remaining balance of your reservation is taken 6 weeks prior to arrival, Cancellations received within 6 weeks of your stay will be subject to a 100% charge. The costs for cleaning and utilities are factored into the rental rate. If the hirer is not entitled to a refund, these expenses will be refunded to the guest as you have not incurred them.

Please note this is for direct bookings for listing site bookings: The amount that is refunded will depend upon their cancellation policy of the listing website where the guest booked, they will have to submit a cancellation request through that website.

We strongly advise taking out comprehensive travel insurance to cover possible cancellation costs and your stay at our holiday cottage. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

#### **8. BOOKING FEE**

TRC does not charge a booking fee when booked directly.

#### **9. PETS**

Bookings that include pets are taken on the understanding that: dogs must be kept under strict control at all times while in or on the property and kept on leads around the parking area; all flea and worming treatments are up to date. Please remember that they should not be left unattended in properties. You, as pet owner, will be responsible for removing any evidence left by your pet such as fouling in the grounds or pet hair in the property and reimbursing the owner for any damage caused. Please keep pets off all furniture. Please show consideration for guests visiting after you have gone home. TRC is in the woodland we have retractable awnings that go across the stairs this is a deterrent rather than making the decking secure for pets.

Customers with allergies should be aware that we cannot guarantee that a dog has not stayed in a chosen property recently. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present. Further, although all of our properties are cleaned between lets and regularly 'deep cleaned', we cannot guarantee that properties will be completely free from pet hair.

#### **10. AMENITIES**

TRC will not be liable to you, any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other

unforeseeable circumstance.

## **11. PARTY NUMBERS/COMPOSITION**

In no circumstances may more than the maximum numbers of persons, as stated in the brochure/website, occupy a property. **TRC** reserve the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. **TRC** reserve the right to refuse or revoke any bookings from parties that may in our opinion (and at our sole discretion) be unsuitable for the property concerned.

## **12. YOUR RESPONSIBILITIES**

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. If a property is not left clean and tidy, any additional cleaning costs will be charged to the hirer. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed. The property must be vacated by 10.00 am on the day of departure, along with any parking provision. If you do not vacate the property by the designated time, costs may be incurred. The Hirer must not use the property or allow its use for any dangerous, offensive, excessively noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the property neighbours. This would be deemed a serious breach of the terms of the Contract and **TRC** has the right to terminate the Contract with immediate effect in this instance. **TRC** is a non smoking property. **TRC** and its employees and its representatives shall not be liable to the Hirer or any member of the Hirer's party for loss or damage to their property howsoever arising. You must take all necessary steps to protect and safeguard your personal property.

## **13. CAUTIONARY DEPOSIT**

All damages and breakages are the legal responsibility of the Hirer and should be reported immediately and before the end of the holiday. It is **ESSENTIAL** part of the Contract that all damages/breakages/problems should be reported as soon as they occur to **TRC**. This will enable the us to attend to the problem during your stay or plan for repairs/maintenance/replacement during the changeover at the end of the holiday. Problems that are not reported during the booked period will have no validity after the booking period. The reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of Hire by you or other members of your party shall be payable on demand to the **TRC** who may also, at their discretion, refuse further bookings. Any cautionary Deposits charged will be cashed on receipt to allow for bank clearance and reimbursed promptly after the holiday (less any deductions which may be incurred). **TRC** has the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). **TRC** reserves the right to repossess the Holiday Home at any time where you or any member of your party has caused damage, and in such circumstances the **TRC** shall not be liable to make a refund of any remaining portion of the hire terms paid.

## **14. GOOD HOUSEKEEPING DEPOSIT / CAUTIONARY DEPOSIT**

The Good Housekeeping Deposit is due with the balance of your holiday, it will be cashed on receipt and held by **TRC** to be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of Hire by you or other members of your party. The balance of the Good Housekeeping Deposit will be returned to you within 24 hours of the departure date (please allow 3 working days for the bank clearance), **PROVIDING**, you have provided the correct details to transfer the funds back to you. Where such costs exceed the Good Housekeeping/cautionary Deposit you will pay such excess to the Owner within 14 days of being notified.

## **15. LITERATURE**

**TRC** take every care to ensure the accuracy of the property descriptions. All information in this brochure and on the **TRC** website is given in good faith and is believed to be correct at the time of going to press, but the **TRC** cannot be held

responsible for changes beyond their control, which may become known after publication of this literature. In addition, whilst properties are described as non-smoking, this cannot be guaranteed. Please be aware that the property is advertised as having an enclosed deck, this does not mean a secure garden. TRC's description of a cottage shows what amenities that property has but generally does not state what is not in the self-catering property.

## **16. AVAILABILITY**

The Hiring Contract is made on the understanding that the holiday home and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of TRC then TRC may be forced to cancel the booking and you will be advised as early as possible. Where possible, you will be offered suitable alternative accommodation, which, if not acceptable, will entitle you to a refund of all monies due. You will not as a result have any further claims against TRC or the owner. Please note that reservation requests taken via our website or facebook page are not confirmed bookings until we have contacted you and accepted a deposit.

## **17. THE COUNTRYSIDE**

Please remember our properties are in the country and do attract wildlife including spiders and therefore cobwebs. It does not mean that the cottage is dirty or has not been cleaned as cobwebs can be spun almost as quickly as they have been cleaned away!

## **18. COMPLAINT PROCEDURE**

If the Hirer wishes to make a complaint about anything connected with its hire of the property it should contact TRC as soon as reasonably possible prior to departure. In the event the Hirer does not have phone reception at the location where they are staying, the Hirer must make reasonable efforts to make a call from a nearby public telephone, WhatsApp us or send us an email. TRC will then consider the complaint and take action to resolve this itself as soon as reasonably practicable. In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied TRC the opportunity to address the issue during the Hirer's stay. TRC do not accept responsibility for work taking place outside the boundary of the property, or for noise or nuisance resulting from third party activity over which TRC have no control.

## **19. JETTED OUTSIDE BATH**

The jetted outside bath can be a relaxing experience. However, for your safety and enjoyment there are strict rules and guidelines that must be adhered to when using the jetted outside bath. This is an important health and safety, and legal requirement for a jetted outside bath/hot tub used in a commercial environment. The signatory (lead guest) is responsible for making sure that all members of their party, and their guests, are aware of, and strictly adhere to the guidelines A declaration form must be completed and submitted prior to your stay at TRC failure to do so will mean that the hot tub bath cannot be used during the stay and will be switched off at the mains switch.

## **20. DATA PROTECTION**

TRC will process your data in accordance with its Privacy Policy and which also details your rights and how to contact us in relation to any data protection queries. At all times your data will be held securely and protected in line with TRC's obligations under UK data protection legislation. Your party names and contact details will not be shared with anyone outside of TRC.

## **21. PRIVACY POLICY**

Specifically, this privacy policy provides you with details about the personal information we collect and hold about you, how we use your personal information, and your rights regarding the personal information we hold about you. Please read this privacy policy carefully – by continuing to access or browse our websites, or by requesting the provision of services from us, you confirm that you have read and understood this privacy policy in its entirety. We collect, store and use your personal details as outlined above for our legitimate business interests, so that we can fulfil both your immediate and any potential future holiday booking or enquiry needs. We have asked your consent for this on the booking form. This storage and use of your personal information allows you to be contacted about both your current booking or enquiry, and also allows us to update you with offers, opportunities and developments which could be both interesting and beneficial in the future. We do not believe that this storage and use will unduly prejudice your rights or freedoms. We retain information

(including personal information) for the minimum reasonable time period to allow us to provide our services and will delete it after that time. The only exceptions are in cases where we need to keep limited personal information to comply with our legal obligations, resolve ongoing disputes, or enforce our agreements. Should you require more detail about our retention timescales for a specific category of data or information please contact us at [therapidscottage@gmail.com](mailto:therapidscottage@gmail.com). You have certain rights in relation to your personal information. If you would like further information in relation to these or would like to exercise any of them, please contact us at [therapidscottage@gmail.com](mailto:therapidscottage@gmail.com) at any time.

## **22. LEGAL**

In the event of any dispute between parties it shall be referred to the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is situated. Any contract between the parties shall be governed by English law and jurisdiction. Any disputes arising between you and **TRC**, if not mutually resolved, shall be referred to a single arbitrator agreed, or in the default of such agreement, to the President for the time being of the Law Society or Institute of Arbitrators. In either case, such arbitration would be subject to the provisions of the Arbitration Act of 1996 or any statutory modification thereof for the time being in force. All parties will contribute equally to the cost of Arbitration. These Booking Conditions supersede any previous issues.

**TRC** reserves the right to change these T&C's at any time without prior notice. In the event that any changes are made, the revised T&C's will be emailed to the lead guest. By returning the booking form it will be deemed that you have accepted these T&C's.