

1. You (the person signing the booking form as party leader) agree to enter into a contract with Joce Brooks, of 155a New Barn Lane, Cheltenham, GL523LH on the following terms and conditions.

2. The contract begins when we have issued a written booking confirmation or, if booking within 28 days of arrival, when we have verbally or electronically confirmed and given you a booking. We reserve the right to refuse any booking.

3. You must be aged 18 years or over when the booking is made and you are responsible for the payments under the contract and for ensuring that all members of your party comply with these terms and conditions.

#### PAYMENT

4. The booking form must be accompanied by the booking deposit of 40 per cent of the rent.

5. The balance of the booking price must be paid at least eight weeks prior to the arrival date failing which we reserve the right to treat the booking as cancelled and cancellation charges will apply (see clause 19). If booking within eight weeks of arrival the full amount is payable on booking.

6. We will accept payments paid by third parties (such as other members of your party), provided they are identified as payments made under this contract. Any repayments which may become due from us will be made to you.

7. Bank charges on payments by means other than UK sterling checks are payable by you.

#### THE PROPERTY:

8. You agree to:

- (a) treat the property with care & consideration and report any damage or breakages to our local representative prior to departure or, if significant, as soon after its occurrence as possible.
- (b) insure that no member of your party behaves in a manner likely to cause damage to the property or its contents or offence, danger, or distress to others.
- (c) leave the property clean and tidy at the end of the rental period otherwise a final cleaning charge will be made.
- (d) permit only those listed on the booking form to reside in the property and not sub-let or assign the property or any part of it; not to exceed the maximum number of people permitted to reside there (as stated in the property details or otherwise agreed by us in writing). The parking of caravans or pitching of tents is forbidden. Pets are not permitted.
- (e) in the event of a breach of clause 8b or 8d above, we or our representative reserve the right to ask you to vacate the property and the contract will terminate without refund or compensation. In the case of over occupancy an additional pro rata rental charge may be made in lieu.

9. Us or our representative shall be entitled to inspect the property after giving reasonable notice to you, but no notice will be required if a breach of these terms is suspected or if emergency repairs are required.

#### SECURITY DEPOSIT & INSURANCE.

10. A security deposit of £450 per booking per property is required for all bookings (as an indemnity against breakages, loss or damage to the property, its fittings, fixed, or contents, and other applicable charges). The deposit must be paid with the final balance at the latest. This deposit will be banked and will be refunded in full when our representative advises us that the property is correct.

Your liability is not limited to the amount of the security deposit and you should ensure that you are adequately insured. The security deposit, less applicable deductions will be returned to you by sterling cheques as soon as we are authorised by our representative that the property is as required. This will be within four weeks of the end of the rental period.

11. You must have insurance cover for at least the following risks: a) liability for accidental damage to the property, (b) cancellation, (c) medical and emergency expenses. Your personal possessions are not covered by our property insurance.

#### ARRIVAL & DEPARTURE:

12. We will look to work with you on your arrival and departure times although this will not always be possible on handover day.

#### DISSATISFACTION.

13. The contents of the information given have been prepared in good faith. We will inform you of any significant changes at the time of booking or as soon after as possible if you have already booked, but will not be liable for any minor or insignificant inaccuracy in descriptions and information. We will not be responsible for any representation unless in writing and signed by us.

14. If any dispute or complaint arises whilst on holiday you should promptly inform our local representative to allow them the opportunity to rectify the matter. If you are not satisfied at the solution offered you should contact us by phone or E-mail within 48 hours and on return from holiday you must detail the complaint in writing not later than 28 days from the departure date shown on your booking confirmation. We cannot accept complaints unless this procedure is followed.

#### LIABILITY.

15. We accept no liability for the illness, injury or death of any person.

16. We accept no liability for loss or damage to personal effects. Please see point 11.

17. Children should be monitored at all times. You should verify the suitability of equipment, particularly children's cots and other items, for the purpose you intend to put it as we cannot accept liability. The swimming pool does not have depth markings and you should check the water depth before using the pool. Please ensure you read the pool and condominium rules. You use the pool at your own risk. The presence of insects is inevitable and we cannot accept liability for this.

#### CHANGES & CANCELLATION.

18. Prior to issuing the booking confirmation we reserve the right to make any changes to the accommodation offered or to prices. Cancellation by you of your booking must be in writing signed by you. The effective date of cancellation will be the date of receipt by us of the written notification. Unless otherwise notified the following percentages of the total price are payable by you in the event of your cancellation depending upon when notification was received: more than 56 (8 weeks) days before arrival date – 40%; 56 days or less before arrival date - 100%. However should we subsequently succeed in letting the property we will reimburse you according to the rent received apart from a cancellation fee.

19. If you request any changes to your booking we will try to comply, but cannot guarantee to be able to do so. If we are unable to make the change you will remain liable under the contract.

20. We may be subject to changes imposed on us by third parties. If it is necessary for us to make a significant change to your booking arrangements after the booking confirmation has been issued you may:

- (a) accept the change and any price difference, or
- (b) cancel and receive a full refund of monies paid.

We will not pay further compensation or interest on monies paid.

#### FORCE MAJEURE.

21. We cannot accept any liability for compensation where performance or prompt performance of our contractual obligations is prevented or affected by reasons outside our control or by circumstances amounting to force majeure nor for any failure in the supply of public services, plumbing or sewage systems or domestic equipment (but will try to arrange prompt repair)

22. These terms and conditions and the contract to which they apply are governed in all respects by English law and the English Court only shall have jurisdiction in relation to them.