

## Reid Country Retreats

### Terms and Conditions of Booking Holiday Accommodation

**PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A RESERVATION REQUEST WITH US (WHETHER BY EMAIL, TELEPHONE OR POST), THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.**

#### 1. DEFINITIONS

- 1.1) **“Additional Fees”** means any fees payable by the Holidaymaker other than the Rental Charge and Booking Fee, including (but not limited to) card handling fees, insurance costs, heating supplements, and pet charges.
- 1.2) **“Agent”** means ‘Reid Country Retreats’ whose address is: 20 Tudbury Way, Salford, Manchester, M3 6TW.
- 1.3) **“Booking”** means the reservation of the Property by the Holidaymaker.
- 1.4) **“Booking Conditions”** means these terms and conditions.
- 1.5) **“Reservation Fee”** and/or **“Security Deposit”** means the booking fee payable by the Holidaymaker to the Agent.
- 1.6) **“Deposit”** means:
  - (a) £100 security deposit payment; or
  - (b) if the holiday is due to commence within four weeks of the date of a Reservation Request, 100% of the Rental Charge; or
  - (c) if the holiday is a Short Break, 100% of the Rental Charge.
- 1.7) **“Holidaymaker”** means the person or persons making the Booking.
- 1.8) **“Holiday Confirmation”** means the confirmation of the Booking issued by the Agent to the Holidaymaker (by email and/or post) once the Initial Payment has been processed.
- 1.9) **“Initial Payment”** means the payment of the Booking Fee, the Security Deposit and any applicable Additional Fees.
- 1.10) **“Property”** means the accommodation for which a Booking is made.
- 1.11) **“Property Owner”** means the owner of the Property, whether this is Reid Country Retreats or a separate Owner who is represented by Reid Country Retreats.
- 1.12) **“Rental Charge”** means the total rental charge payable in respect of the Booking.
- 1.13) **“Reservation Request”** means a request to make a Booking in the form of a completed holiday booking form (whether submitted via the post, email, website or otherwise) or a telephone booking.

#### 2. GENERAL CONDITIONS

- 2.1) Once the Initial Payment has been made and a Holiday Confirmation has been issued by the Agent, a legally binding contract shall exist between the Holidaymaker and the Property Owner pursuant to which the Property Owner will make the Property available for the period set out in the Booking.
- 2.2) The contract shall be subject to these Booking Conditions and any other special conditions made known to the Holidaymaker at the time of the Booking.
- 2.3) For properties not directly owned and managed by Reid Country Retreats, the Agent accepts no liability for any defects or unavailability of the Property or any other problems with the holiday. The Holidaymaker’s right of action (if any) shall be against the Property Owner and not the Agent.

#### 3. BOOKINGS AND PAYMENT

- 3.1) Following receipt of a Reservation Request the Agent shall check the availability of the Property. If the Property is available for the Holiday, the Agent shall reserve the Property for an initial period of four (4) days.
- 3.2) Within four (4) days of the reservation of the Property in accordance with clause 3.1, the Holidaymaker must make the Security Deposit Payment to the Agent. Unless payment is received within these four (4) days, the reservation will be cancelled.
- 3.3) Upon receipt of the Security Deposit Payment, the Agent will issue a Holiday Confirmation to complete the Booking.
- 3.4) The balance of the Rental Charge (if any) must be paid by the Holidaymaker to the Agent no later than eight (8) weeks prior to the commencement of the holiday.
- 3.5) Where the Agent has not received the balance by the due date, an overdue reminder letter or email will be issued to the Holidaymaker and a charge of £10 will be added to the balance due. If the balance is not received within four (4) days of that reminder, the Agent

## **Reid Country Retreats**

### **Terms and Conditions of Booking Holiday Accommodation**

reserves the right to treat the Booking as cancelled by the Holidaymaker and clause 5 shall apply and the Holidaymaker shall have no claim against the Agent or the Property Owner for compensation or reimbursement whatsoever.

3.6) Security Bond/Deposit Payment – Unless otherwise stated, the Security Deposit Payment shall be held by the Agent and refunded (where applicable) after inspection of the Property and safe return of house keys. Properties will be checked for good housekeeping shortly after the Holidaymakers departure. The cost of rectifying any breakages, damage or poor housekeeping may be deducted from the Security Deposit Payment at the discretion of the Property Owner (or their representative). Where the value of the Security Deposit Payment does not cover rectification costs then clauses 9.1.5 and 9.1.6 will apply.

3.7) The prices stated on the Agent's websites and in the Agent's brochure are cash prices in pounds sterling. Any charges raised against the Agent by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to the Agent within seven (7) days of the Agent's request to do so.

3.8) All payments must be made in pounds sterling.

3.9) The Agent reserves the right to correct any error in advertised and/or confirmed prices.

3.10) Rental Charges in respect of Holidaymakers booking from outside the UK are based on exchange rates at the date on which they are set. If changes in exchange rates result in an effective increase in excess of 5% of the Rental Charge the Agent reserves the right to charge a surcharge, for which an invoice shall be issued to the Holidaymaker. The surcharge must be paid with the balance of the Rental Charge or within fourteen (14) days of the date of the surcharge invoice, whichever is the later.

#### **4. BOOKING DETAILS**

Immediately upon receipt of the Holiday Confirmation from the Agent, the Holidaymaker should check the details and notify the Agent of any correction as soon as possible and in any event within seven (7) days; no changes can be made to the Booking after this time. The Agent reserves the right to charge a holiday booking amendment fee to administer/correct any error by the Holidaymaker.

#### **5. CANCELLATION BY THE HOLIDAYMAKER**

5.1) The Holidaymaker should notify the Agent immediately in writing if he/she wishes to cancel the Booking. The cancellation only takes effect when the Agent has received written confirmation from the Holidaymaker. If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance shall remain payable notwithstanding cancellation.

5.2) No refunds will be given on Security Deposit Payments for the cancellation of a Booking by the Holidaymaker made eight (8) weeks prior to their arrival date.

#### **6. OTHER CANCELLATIONS**

6.1) If the Holidaymaker has paid any money in respect of a confirmed booking for a Property and that Property subsequently becomes unavailable before to the arrival date, and with exception of Force Majeure, the Agent will either:

6.1.1) Endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard in a similar location, or,

6.1.2) Use its reasonable endeavours to obtain a refund from the Property Owner to the Holidaymaker of all monies paid by the Holidaymaker,

6.2) The Agent is not liable for any costs associated with alternative accommodation, which must be paid by the Holidaymaker.

6.3) Save as set out above, the Agent shall have no liability for the cancellation or alteration of a Booking.

#### **7. INFORMATION ACCURACY**

7.1) To the best of the Agent's knowledge the details relating to any Property described in the Agent's brochure and website were correct at the time of publishing.

7.2) Upon becoming aware of any material inaccuracies in any published description of the Property, the Agent shall endeavour to correct them in future publications.

7.3) The Agent cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the published information.

## **Reid Country Retreats**

### **Terms and Conditions of Booking Holiday Accommodation**

#### **8. INSURANCE**

The Holidaymaker is advised to arrange independent and comprehensive holiday insurance cover for the duration of their stay at any property booked through the Agent. The Agent will, if requested, provide guidance on third party insurers, but will not accept any responsibility for arranging holiday insurance.

#### **9. RESPONSIBILITIES OF THE HOLIDAYMAKER**

9.1) During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes (for the benefit of the Property Owner and the Agent) as follows:

9.1.1) that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation;

9.1.2) that the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party;

9.1.3) to show due consideration for other parties (to include, but not be limited to, refraining from abuses of the Property and/or dangerous, offensive or rude behaviour to the Property Owner, his representative or any third parties such as neighbours);

9.1.4) to allow the Property Owner or his representative access to the Property at any reasonable time during the period of the holiday;

9.1.5) to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss;

9.1.6) to report as soon as possible to the Property Owner (or his representative) any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Property Owner with the cost of replacement. The Property Owner reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;

9.1.7) to arrive no earlier than 4p.m. on the arrival day and to vacate the Property by 11a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner and/or the Holiday Confirmation states otherwise;

9.1.8) not (without the express permission of the Property Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property; and

9.1.9) to notify all other members of the Holidaymaker's party of these undertakings.

9.2) In the event of a breach of any of the undertakings set out in clause 9.1 the Agent (or Property Owner) can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

#### **10. PETS**

10.1) Pets not be allowed at any of the Properties advertised, unless specifically agreed in advance by the Agent/Property Owner. If a Holidaymaker takes a pet to a Property without prior consent, or exceeds the stated number/size of pet, the Property Owner can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

10.2) The Holidaymaker is liable for all damage caused by his/her pets. The Holidaymaker should remove all traces (inside and out) from the Property of pet occupation before final departure. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy. The Holidaymaker must not allow pets on beds or furniture within the Property and pets must not be left alone in the Property at any time. If the Holidaymaker breaches this clause the Property Owner may notify the Holidaymaker of the breach and if the Holidaymaker continues to breach this clause the Property Owner may make the Holidaymaker leave the Property before the end of the Holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

## **Reid Country Retreats**

### **Terms and Conditions of Booking Holiday Accommodation**

#### 11. LIABILITY

11.1) The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at the Property entirely at their own risk.

11.2) The Agent shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is caused by the direct negligence of the Agent.

11.3) No representative, agent or sales person (whether employed by the Agent or not):

11.3.1) has authority to vary, amend or waive any of these Booking Conditions and no amendment or addition to any of these Booking Conditions shall be deemed to have been accepted unless accepted in writing by a senior manager of the Agent; and/or

11.3.2) has authority to make any verbal representations or provide additional information over and above information contained in the Agent's brochures and website. The Agent cannot accept responsibility and give no warranty in respect of information or representations not contained in these Booking Conditions, the Agent's brochures and/or the Agent's website.

#### 12. COMMUNICATION AND INFORMATION

12.1) For the purpose of the Data Protection Act 1998, all personal and other information and details collected by the Agent in the course of its business, belong to the Agent and will not be disclosed to any third party except to the Property Owner in connection with a Booking.

12.2) Provided the Holidaymaker has not told the Agent otherwise, the Agent may use the Holidaymaker's personal information for marketing the Agent's services.

12.3) If the Holidaymaker wishes to be removed from the Agent's marketing lists, they should contact the Agent by phone on 0161-8349938 or by emailing [gavinreid@aol.com](mailto:gavinreid@aol.com).

#### 13. COMPLAINTS

13.1) In the unlikely event the Holidaymaker may have cause for dissatisfaction, the Holidaymaker should contact the Agent and/or Property Owner as soon as possible. The Agent encourages all Property Owners to take complaints from Holidaymakers seriously and to resolve them if at all possible.

#### 14. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by the Agent or the Property Owner, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Agent or the Property Owner are prevented or affected, by any event which the Agent or the Property Owner could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, flooding, closure of international borders, disease, none availability of transport services, interruption to electrical, gas, water and drainage services/utilities and all similar events outside the direct control of the Agent or the Property Owner. The Holidaymaker is advised to organise holiday insurance cover for such events in advance of their stay (see clause 8).

#### 15. LAW AND JURISDICTION

All contractual obligations arising out of these conditions shall be subject to European Law and the exclusive jurisdiction of the Scottish or English Courts, as appropriate.