

Booking terms and conditions

Bookings are made and accepted only on the following conditions:

ruralresidence.co.uk ("the Website") is a website owned and operated by Rural Residence Limited.

1. Contract and Booking

- A. Rural Residence Limited, trading as ruralresidence.co.uk, hereinafter called "the Agency", act only as agents for (i) the owners of the accommodation ("the Owner") or (ii) other agencies who themselves act as agents for the Owner. In all circumstances, the Contract of Letting is between the guest ("the Guest") and the Owner.
- B. This agreement is made on the basis that the property ("the Property") is to be occupied by the holidaymakers for a holiday (as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 or similar legislation in other jurisdictions) and the Holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- C. Bookings cannot be accepted from persons under 18 years of age. Group bookings are not allowed. Any dog you intend to take with you should be declared at the time of booking, and checked and authorised via the Owner (where requested).
- D. No bookings are valid until confirmed by the Agency in writing.

2. Damages Deposit

- A. A refundable damages deposit of £180 ("Deposit") must accompany the booking. This is returned in full to the Guest within 7 days of the end of the last date of the stay on the basis that no damage has occurred to the property or furniture or flooring.

3. Insurance

- A. The Agency recommends that personal travel or holiday insurance is taken out when making a booking.

4. Booking Payment

- A. Once a booking is confirmed by the Agency, the Guest is responsible for the full balance of the cost of the holiday.
- B. Any cancellations are subject to clause 8 of these terms.
- C. Amendments will be considered on an individual basis and subject to agreement by the Agency and or Owner and subject to clause 9 of these terms.

5. Owner's responsibilities

- A. The Owner is solely responsible for providing the accommodation and for the safety of all Guests and/or his/her invitees (jointly known as "the Holidaymakers"). The Agency accepts no responsibility for personal injury to, or death of, any Holidaymakers, or loss of or consequential loss or damage to their property, or for other matters over which the Agency has no control, except to the extent such personal injury or death is caused by the negligence or wilful default of the Agent.

6. Holidaymakers' responsibilities and forfeiture

- A. The Holidaymakers shall keep the Property and all furniture, fixtures, fittings and effects in, on or at the Property in the same state of repair as at the commencement of the holiday, and shall leave the Property in the same state of cleanliness and general order in which it was found.
- B. The Holidaymaker must report and pay to the Owner the cost of any damage or breakages made during their holiday occupancy. The Agency and the Owner reserve the right to make a reasonable charge where guests have contravened an Owner's request for their Property to be smoke-free.
- C. The Holidaymakers' right to occupy the Property may be forfeited without compensation if:
 - i. More people or pets than declared to the Agency at the time of booking or before the commencement of the holiday and/or the number the Property holds, attempt to take up occupation;
 - ii. Overnight guests are entertained without the Owner's express permission;
 - iii. Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance; or
 - iv. Any of the Holidaymakers smoke in or at the Property.

7. Unavailability of Property

- A. In the event of the Property becoming unavailable (such as due to fire or flooding), the Agency will endeavour to provide the Guest with suitable alternative accommodation or will refund all monies paid, or a proportion in the case of curtailment. The Agency cannot, however, pay any compensation or expenses as a consequence of such an event.

8. Cancellations

A. In the event of cancellation, Guests may be due a full or partial refund which is dependent on when notice of cancellation is given to us before the holiday start date. The refund is calculated as follows:

- i. Less than 21 days notice – No refund due
- ii. 22-35 days' notice – 10% of the total accommodation cost
- iii. 36-49 days' notice – 20% of the total accommodation cost
- iv. 50-63 days' notice – 40% of the total accommodation cost
- v. More than 63 days' notice – 100% refund of the total accommodation cost

B. If a refund is due it will be paid within 10 working days of cancellation.

C. For all cancellations, any extras paid for will be retained in full.

9. Alterations to Bookings

A. A Guest requiring a booking to be altered once the booking has been confirmed will be charged £30.00

10. Dogs

A. Well-behaved dogs are only allowed at Properties where this is specifically stated in the Property description.

B. Where dogs are allowed, there is an additional charge of £35 per dog.

C. If you take a dog to a Property that states pets are not allowed, or you exceed the stated number/size of dog(s), the Owner (or their representative, which includes the Agency) has the right to refuse to allow Holidaymakers to enter or stay in the Property, and/or they may ask the Holidaymakers to leave the Property before the end of the holiday period.

D. Registered assistance dogs are allowed in all Properties, even when where the property description states that pets are not allowed, provided that all Holidaymakers comply with the provisions in paragraph 11.7. You must notify us of the intended presence of any assistance dogs, with evidence of registration, prior to making a Booking.

E. If any Holidaymaker has an allergy to dogs, please be aware that Owners (and we) cannot guarantee that an assistance dog has not stayed in a particular Property. We and Owners cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a Property.

F. Young dogs (e.g. puppies) must be declared to the Agency at the time of Booking and authorised by the Owner. If a young dog is taken to a Property without the consent of the Owner this could result in you being asked to leave without compensation. When booking online it is advised you check the acceptance of your pet by telephoning us on +44 (0)7463 770570.

G. The following dog terms apply:

- i. Dogs must be under strict control at all times while in or at the Property;
- ii. Any fouling must be cleared up without delay;
- iii. The dog owner must bring the dog's bed or basket for sleeping in;
- iv. Dogs must not be left alone in or at the Property or elsewhere at any time;
- v. Dogs must not go upstairs (if the property is on more than one level), lie on beds or furnishings, and hair must be cleared up before departing;
- vi. Dog owners must ensure that their pets are free from parasites and fleas before they occupy the Property. Failure to do so may incur subsequent charges;
- vii. You will be liable for any damage caused by your and any Holidaymakers' dogs. Any damage is to be reported to the Owner (or their representative) immediately. Any additional cleaning required, that may incur an additional charge, will be at the Owner's discretion.

H. If you break the terms of paragraph G, the Owner (including their representative) or the Agency may notify you that you have broken these terms and may cancel this Booking and ask that the Holidaymakers leave the Property before the end of the holiday period without compensation, or that they pay an additional reasonable charge.

11.Owner's access to Property

A. The Owner or their representative, including the Agency, shall be allowed access to the Property at any reasonable time during any holiday occupancy.

12.VAT

A. All prices quoted include VAT where applicable at current rates.

13.Complaints procedure

- A. In the event of there being cause for complaint concerning a Property, the matter shall be taken up with the Owner (or Owner's caretaker) at once (their details are supplied on the website and they understand that they are the first point of contact should there be cause for complaint), only thereafter reported to the Agency if required. It is important that this is done whilst you are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required.
- B. In no circumstances will compensation be considered for complaints raised after the holiday has ended, when the Holidaymakers have denied the Owner/caretaker or the Agency the opportunity of investigating the complaint and endeavouring to remedy matters

during the holiday. During out-of-office hours, an answer phone facility will be available which will be checked on a regular basis.

14.Literature

- A. We have compiled the information on our Website as accurately as possible at the time of publishing. However, facilities may be altered or withdrawn for reasons outside the Agency's control, in which case we cannot accept responsibility.
- B. We make every effort to ensure that the Property details supplied to us by the Owners are accurately reproduced. Mistakes may occur from time to time, and confirmation should be requested prior to booking. The Holidaymakers accept that minor differences between text/photographs/illustrations in the brochure and on the Website and the actual Property may arise. We cannot accept responsibility should the Property not conform to the Holidaymaker's standards. If a facility is particularly important to you, please check with us prior to your booking.

15.Communication with you and data

- A. The Agency may as part of a booking introduce Holidaymakers to the goods and/or services of third parties. The Agency shall not be treated as an agent for any such third parties, and any contract for the supply of such goods and/or services shall be between the provider and the Holidaymaker.
- B. Please see our Privacy Statement which explains how we will process your personal data.
- C. All electronic data transferred pursuant to these terms and conditions remains the property of the Agency or their agents and may not be replicated in part or whole without the Agency's prior written permission. Electronic data will not be preserved indefinitely by the Agency.

16.Legal

- A. Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales. The Booking Conditions will apply to all confirmed bookings, and these Website Booking Conditions supersede all previous editions.