



Terms and Conditions

The small print is never the easiest reading, but is important. Our booking conditions describe our policies and procedures and clarify the contractual relationship between us. For any advice please contact us.

1. Definitions

The following definitions and rules of interpretation apply in these booking conditions:

Booking Confirmation: the confirmation of booking provided by email to the Customer when a booking has been accepted.

Booking Deposit: one-half of the Rental Fees, provided that the booking is submitted more than eight weeks before the Start Date.

Conditions: these booking conditions.

Customer: the person who arranges the booking.

End Date: the last day of the Rental Period.

Event Outside Control: any act or event beyond the Owner's reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, any law or any action taken by a government or public authority, including, without limitation, imposing restrictions on movement or quarantine.

Guests: the people that occupy the Property subject to these Conditions.

Housekeeper: the person appointed by the Owner who is responsible for the cleaning and care of the property.

Property: the house, poolhouse and garden together with the fixtures, furniture and effects

Rental Fees: the total amount due from a customer in respect of a booking of the property.

Rental Period: the rental period specified in the Booking Confirmation.

Start Date: the first day of the Rental Period.

2. Duration and times of rental

Rental begins at 4.00pm on the day of arrival and ends at 10am on the end date as specified in the booking confirmation

3. Deposit

3.1 If a booking is made eight weeks or more before the Start Date, a Booking Deposit is payable. The Booking Deposit shall be paid by the Customer at the time of booking

3.2 If a booking is made less than eight weeks before the Start Date, the full Rental Fees,

plus any additional charges (such as charges for additional bedding or events) must be paid at the time of booking

3.3 A binding contract incorporating booking conditions comes into existence on receipt of booking deposit.

3.4 The owners reserve the right to refuse a booking, including where the Customer has used abusive, derogatory, inappropriate or offensive language (whether in respect of the current booking or a previous booking). If the booking is refused and monies paid will be refunded to the customer immediately

4. Final payment

4.1 Unless otherwise agreed in writing the Rental Fees shall be set out at the time of booking

4.2 Once the Booking Confirmation is sent, the Customer is responsible for payment of the balance of the Rental Fees together with any additional charges.

4.3 Payment of the Rental Fees and additional charges are due eight weeks before the Start Date and non-payment may be treated as a cancellation.

5. Changing a booking

Once a Booking Confirmation has been sent, the booking can only be changed with the owners agreement.

6. Cancellation

6.1 A booking can only be cancelled prior to the Start Date.

6.2 In the event of cancellation a charge is payable depending on the number of days before the Start Date. The amount payable is set out below:

Number of days before the Start date	Cancellation charge (as percentage of the rental fees)
0 - 13 days	100%
14 - 27 days	75%
28 - 55 days	60%
56 days or more	£30 admin fee

7. Price changes

The owners reserve the right to amend prices due to errors or omissions, but such changes shall be notified to the Customer as soon as possible and the Customer shall be able to end the contract if the amended price is significantly higher than the original price quoted.

8. Overseas bookings

Customers located outside the United Kingdom shall pay in Pounds Sterling by cheque drawn on a UK bank, or by international electronic transfer. Any charges for payments from overseas will be passed on to the Customer.

9. Eligibility

Winscombe Court is essentially providing breaks for respectful guests who adhere to our noise and pool policies. We do not accept bookings for hen or stag parties or from groups of people under the age of 18 years.

10. Customer obligations

The Customer agrees:

10.1 to report any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to the attention of the Customer. All damage or breakdowns must be reported immediately so issues can be put right before the arrival of the next guests;

10.2 to pay for any losses or damages to the Property caused by a Guest (excluding any damage caused by fair wear and tear and the cost of any damage which may be recoverable under insurance policies). If it is proven that damage is directly attributable to the Customer or Guests the Owner has the right to retain the security deposit of £500 or part thereof;

10.3 to take good care of the Property and leave it in a clean and tidy condition at the End Date. A cleaning service is not provided during the Rental Period unless otherwise agreed with the owners;

10.4 to permit the Owner reasonable access to the Property at all times without notice;

10.5 to ensure that only the number of Guests who are identified on the Booking Confirmation occupy the Property. The Customer further agrees that a cot may only be occupied by a child aged 24 months or less at the Start Date;

10.6 not to smoke, use e-cigarettes, vapes, or any other smoking or vaping devices inside the Property or cause an annoyance or become a nuisance to occupants of adjoining premises;

10.7 to only use the designated parking spaces. The Owner accepts no liability for costs if a Customer or Guest's vehicle is damaged;

10.8 to at all times behave in a respectful and polite manner to the Owner, its employees and representatives;

10.9 to not use any abusive, derogatory, inappropriate or offensive language when communicating with the Owner, or its employees and representatives;

10.10 not to use a normal domestic power socket to charge an electric or hybrid vehicle as this may cause safety risks and damage to the Property;

10.11 to ensure that any third party service providers (e.g. caterers and private chefs)

have taken out insurance policies to cover all risks associated with the services they are providing;

10.12 to not use or light candles within the Property. This is to prevent potential fire hazards and ensure safety of all Guests;

10.13 to indemnify the owners, its employees, agents, and representatives from and against all claims, damages, losses, and expenses, including legal fees, arising out of, or resulting from the Customer or Guest's occupancy and use of the Property, including but not limited to any claims brought by third parties. This indemnification obligation shall survive the termination of this agreement;

11. Non-availability of Property

11.1 The Owner will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations in these Conditions that is caused by an Event Outside Control.

11.2 If an Event Outside Control takes place that affects the availability of the Property during the Rental Period, the Customer will be contacted as soon as reasonably possible and the Owner's obligations under these Conditions will be suspended and the time for performance will be extended for the duration of the Event Outside Control. Where the Event Outside Control results in the Property becoming unavailable during the Rental Period, the Customer may end the contract and all payments will be refunded.

12. Descriptions

12.1 Some of the information provided relates to shops, amenities and public houses in the surrounding area. Closure of such premises and other changes to external facilities are outside the Owners' control. If the Owners are aware of any material changes they will endeavour to update information changes as soon as possible. However, this information is provided for general information purposes and is not intended to amount to advice on which the Customer and Guests should rely.

12.2 The provision of WiFi, Sky and Sonos is subject to availability and network conditions.

13. Complaints

13.1 All complaints must be notified to the Owners or their representative as soon as reasonably practicable. All Customers have a legal obligation to mitigate their losses.

13.2 The Customer agrees that the Owner shall be given the opportunity of investigating the complaint within a reasonable time and the opportunity to correct issues during or after the Rental Period.

14. Pets

Pets are not permitted at the Property with the exception of assistance dogs. The customer must inform the Owners if they or a guest are booking in with an assistance dog.

15. VAT

VAT is included in the Rental Fees.

16. Breach of contract

16.1 If there is a substantial breach of any of these Conditions by the Customer or any Guests the Owner reserve the right to re-enter the Property and terminate (i.e. bring to an end) the contract that exists in relation to the Property and may recover possession of the Property.

16.2 If there is a substantial breach of any of these Conditions by the Owners, then the Customer has the right to terminate (i.e. bring to an end) the contract that exists in relation to the Property and may leave the Property.

16.3 Ending the contract by either the Owner or the Customer does not affect that party's other rights and remedies.

17. Personal Data

17.1 The Owner may collect the names (first names and surnames), email and phone number, of the Customer and Guests. The Owner will process the Contact Data:

i. to verify the identity of the Customer and Guests who will be occupying the Property; and

ii. to contact the Customer and Guests with information about the Owner's Property.

17.2 The legal basis for processing the Contact Data is the performance of a contract and the Owner's legitimate interests.

17.3 The Owner may pass this personal information to third party service providers (acting as the Owner's agent) for the purpose of completing the booking and supplying the Property to the Customer and Guests.

17.4 Boutique Retreats may retain the Customer's information for the period necessary to fulfill the purposes for which it was first collected unless a longer retention period is required or permitted by law.

18. Authority to sign

The Customer who completes the Booking Form agrees that:

18.1 they are authorised to accept these Conditions on behalf of the Guests, including those substituted or added after the booking has been made, and ensure that the Guests comply with these Conditions;

18.2 they agree to take responsibility for the Guests occupying the Property, and to notify the Owners if they are not a Guest.

19. Third Party Rights

The Owner and Customer do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

20. Governing Law and Jurisdiction

The contract between the Owner and the Customer shall be governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).