



# Booking Terms and Conditions

In these booking terms and conditions (the "Conditions") 'we', 'us' and 'our' means Bolt Hole Retreats Limited of Burlington House, Lypiatt Rd, Cheltenham GL50 2SY. References to 'you' and 'your' means the person making the booking and references to 'guest(s)' means all guests in your group under the booking.

These Conditions apply to each booking you make of a property ("Property") through us ("Booking"). When you accept a Booking, you are deemed to have accepted these Conditions.

Before proceeding with a Booking, please read these Conditions carefully, along with all the other information relevant to your Booking, including any specific conditions or restrictions set out in the website description of your chosen Property(ies).

We arrange Bookings as an agent of the owners of the Property (the "Owner"). We provide services to you through our website to facilitate such Bookings and we provide those services to you using reasonable care and skill.

Although you make Bookings through us, as an agent for the Owner, you enter into a contract direct with the Owner for use of the Property(ies) as described in the Booking (the "Booking Contract").

## **Your Booking:**

You, as the person entering into the Booking Contract must be at least 18 years old at the time of making the Booking. By making the Booking, you confirm that you are authorised to make the Booking and that you, and all of your guests:

- (a) agree that the Booking will be governed by these Conditions; and
- (b) shall comply with these Conditions.

You are responsible for making all payments due to us in relation to the Booking and/or Booking Contract. We collect charges relating to the Booking on behalf of the Owner.

The Booking Contract will begin when we issue a written confirmation by email (the "Booking Confirmation"). Unless and until a Booking Confirmation is issued by us no legally binding contract is formed. For Bookings greater than, or equal to, 28 days in length, we need Owner clearance before proceeding with the Booking. As soon as you receive the Booking Confirmation, you must check the details carefully. If anything is not correct, you



should tell us immediately. It is your responsibility to ensure that all information you provide in relation to your Booking is complete and accurate.

We, on behalf of the Owner, have the right to refuse any Booking for any reason. If we do this, we will tell you in writing and promptly refund any money that you have paid to us prior to such refusal. In this case, neither we nor the Owner will have any further legal responsibility to you.

### **Payment:**

At the time of making a Booking, you should pay the deposit amount due, which is typically 25% of the total cost of the Booking unless otherwise stated.

We must then receive the balance of the money owed in relation to the Booking no less than 60 days before your scheduled arrival date at the Property. If the Booking is made less than 60 days before your scheduled arrival date, we must receive full payment of the total cost when you make the Booking.

Payments are only accepted in pounds sterling and you must take any relevant bank charges and exchange rates into account if you are making a bank transfer, to ensure that we receive the correct amount in pounds sterling.

If you do not pay any balance payment due in relation to your Booking by the due date for payment, we will send out a reminder to you explaining that your payment is late and giving you the opportunity to pay us. If we do not receive payment within 7 days of sending out a reminder, we will be entitled to assume, on behalf of the Owner, that you want to cancel your Booking. In this case, we will be entitled to keep all deposits paid or due at that date and pay them to the Owner. We will also be entitled to release your Booking and re-let the Property.

### **Pricing:**

We may correct mistakes in pricing at any time before we confirm your Booking. We will confirm the price of your Booking when you make it. As changes and mistakes can happen, you must check all details at the time of Booking. A platform fee is included in your total booking cost and includes VAT, this fee is separate to the total rental cost of your booking and is retained by Bolthole Retreats. The platform fee is separate to the rental contract which is between you and the owner, as outlined in the booking terms and conditions.

All prices quoted or otherwise given to you include the basic rental cost and all other applicable Booking charges including any relevant platform fee, and any UK taxes or government charges which may apply to your Booking at the time it is made.

### **Marketing details:**

We aim to make sure that information is presented accurately on our website and in other promotional literature or material we produce and provide. However, changes and errors occasionally occur.



There may be small differences between the actual Property and its description, usually because Owners are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation and if the changes are significant you may wish to cancel your Booking and receive a refund (see further detail in the 'Changes or cancellations by us or the Owner' section, below).

We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website, by our holiday advisers or advertised elsewhere. We make reasonable efforts to ensure that information supplied to you in relation to the Property and its facilities or services, as well as advertised travel and other services, is accurate and complete as at the date given.

### **Changes or cancellations by you:**

You may cancel your Booking and receive a full refund where we, or the Owner, has breached these Conditions in a serious way.

If you want to change any detail of your Booking after the Booking Confirmation has been issued, we will do our best to make the changes. However, we cannot guarantee that the Owner concerned will be able to meet your request. Where changes can be made, an administration fee may be payable (£50) to us and there may be additional fees payable to the Owner – any fees will be notified to you prior to making changes to your Booking.

We may treat changes to your dates or accommodation as a cancellation of the original Booking and in such cases cancellation charges may be incurred, as set out in the table below (the "Cancellation Charges"). We will advise you if this is the case when the change is requested. You must then inform us as soon as is reasonably practical whether you still wish to change your Booking. If you advise us that you do, then your Booking will be treated as having been cancelled by you.

If you have to, or want to, cancel your Booking, you must email us as soon as possible. The day we receive your email to cancel is the date on which we will cancel your Booking with the Owner. You will then be entitled to a refund of your total Booking cost less the applicable Cancellation Charges, based on the number of days before the scheduled arrival date at the Property from the date we receive notification of your cancellation, as shown in the following table. This means that if you have paid the balance of your total Booking cost and then have to, or wish to, cancel, you may receive a refund of part of such cost. However, if you have not paid your total Booking cost by the time of your cancellation, you may be required to make a further payment to cover the Cancellation Charges.

For the purpose of the table below, Booking cost means the total cost of the Booking, including any extra items and booking/platform fees.



**For booking stays for 14 nights or less:**

Number of days before arrival date that we receive your notification of cancellation	Cancellation Charge
More than 60 days	Nil
31-60 days	50% of booking cost
0-30 days	100% of booking cost

**For booking stays for 14 nights or more:**

Number of days before arrival date that we receive your notification of cancellation	Cancellation Charge
More than 60 days	Loss of deposit
31-60 days	50% of booking cost
0-30 days	100% of booking cost

The conditions for getting a refund referred to above only apply if the cancellation applies to you and all of your guests.

All prices are for the whole Property and not on a per person or per room basis.

If you and your guests cannot stay and you would like to transfer the Booking to another person you would need to contact us in writing. We would then agree this with the Owner if possible, however it is within the Owner's discretion as to whether they agree to the request. If the Owner agrees that the Booking may be transferred, then the lead bookers name and contact details will be amended accordingly, along with guest name amendments as are necessary, subject to the new lead booker accepting the Booking and these Conditions. Once transferred, the new lead booker becomes legally liable for the Booking in accordance with these Conditions.

**The Property:**

Details of arrival and departure times are set out in each Property's Key Features section on your booking summary. If you fail to arrive by 12 noon on the day after the start date of your Booking and you do not let us or the local house representative (whether the Owner or an



appointed housekeeper) whose contact details can be found in the Welcome Guide and the Guest Portal know you are arriving late, we may treat your Booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

You and all of your guests agree to keep the Property clean and tidy, to leave the Property and its contents (including, but not limited to, furniture, furnishings, fixtures, fittings, information materials and other documentation) in a similar condition as you found it when you arrived and to always behave in a way whilst at the Property that does not break any applicable law or regulation. You and all of your guests also agree not to use the Property for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay in it who we have not previously accepted on behalf of the Owner. You are responsible to the Owner for the actual costs of any missing items, breakage, or damage in or to the Property, along with any extra costs that may result, which are caused by you or any of your guests. The Owner can ask for an extra payment from you to cover any related costs.

The Owner can refuse to allow you into the Property or ask you to leave if they reasonably believe that you or any of your guests is behaving illegally or is in breach of any these Conditions, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any of your guests. We will treat these circumstances as a cancellation by you and we will not refund any money you have paid.

You must not allow more people to stay in the Property than the number of guests detailed in the Booking Confirmation. If you do, the Owner can refuse to hand over access to the Property to you or can repossess it. If the Owner does this, we will treat this as you are cancelling the Booking. In these situations, you will not receive a refund of any money you have paid for your Booking and neither we nor the Owner will be legally responsible to you as a result of this situation (including, for example, any costs or expenses you have to pay due to not being able to stay in the Property, such as the cost of finding other accommodation). Neither we nor the Owner are under any obligation to find any alternative accommodation for you.

You must allow the Owner or their representative (including workmen) access to the Property at any reasonable time during your stay (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, the Owner can enter the Property at any time without giving you prior notice).

If you make a formal request for the Owner to call out a trade person to investigate or rectify a perceived problem and it transpires that there was no actual problem or that the problem was caused by you, then you will be liable for the cost of the trade person's visit.

Pets are not allowed unless stated otherwise on the website. If you take a pet with you, when it is permitted, it is not allowed on beds or furniture. Do not leave any pets unattended in the Property at any time. You are responsible for the safety of your pets and for ensuring that your pets do not cause damage to any furniture, fixtures, fittings, or structures within the boundaries of the Property. The Owner is entitled to recover the actual costs of any



breakage or damage in or to the Property, along with any extra costs that may result, including but not limited to professional cleaning costs, which are caused by your pets.

You are responsible for all key sets in your possession for the duration of your Booking. If you lose a key set, the Owner is entitled to charge you £50 per lost set.

Where the Property contains a telephone for guest use, the Owner has the right to claim reimbursement from you if there is a material difference between the cost of any telephone calls made during your stay and any contribution you make towards these calls.

**Disabilities and medical problems:**

If you or any member of your guests has any medical problem or disability that may affect your Booking, please tell us before you confirm your Booking and give us full details in writing as early as possible before you travel. If the Owner reasonably feels unable to properly meet that person's particular needs, we can refuse to confirm the Booking.

**Special requests:**

If you have any special requests, you must let us know when you make a Booking and confirm them in writing. Although we will try to pass any reasonable requests on to the Owner, we cannot guarantee that any request will be met. Confirmation that we have noted a special request or passed it to the Owner, or of the fact it is shown on any written confirmation or any other document, is not confirmation that the request will be met. If we or the Owner fail to meet any special request, it will not mean we or they have broken these Conditions or your Booking Contract in any way or otherwise failed to meet any obligations in relation to your Booking.

**Circumstances beyond the control of us/the Owner:**

Except where otherwise expressly stated in these Conditions, neither we nor the Owner shall be liable, either jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by us to perform our obligations to you which is due to any event(s) or circumstance(s) beyond our/the Owner's reasonable control.

Events beyond our/the Owner's reasonable control may include, but not be limited to, the failure of public utilities (including both intermittent and total failure) such as water, gas and electricity; strike, lockout or labour dispute; natural disaster; epidemics, pandemics, and disease outbreaks; acts of terrorism, war, riot or civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of equipment or machinery; insolvency or bankruptcy of an Owner; fire, flood, snow or storm; difficulty or increased cost in getting workers, goods or transport; and other circumstances affecting the supply of goods or services. In such circumstances you may:

- (a) seek to rearrange your Booking to an alternative date and we will liaise with the Owner to see if this can be accommodated, subject to availability and the discretion of the Owner;
- (b) receive a refund of costs paid in advance in relation to any element of the Booking



which you have not received, less any reasonable costs we have incurred in relation to your Booking; or (c) receive a refund, as described in (b), above, in the form of a credit voucher which may be used against a future booking.

We strongly recommend that you take out adequate travel insurance to mitigate this risk to you and to protect your holiday investment.

**Changes or cancellations by us or the Owner:**

We reserve the right to make minor changes to these Conditions from time to time to reflect changes in law or regulation, or to make improvements or adjustments which do not adversely affect your Booking. We will let you know if we changes the Conditions applicable to your Booking.

Neither we nor the Owners expect to have to make any changes to your Booking, however, sometimes problems happen, and Bookings must be changed or cancelled or mistakes in brochures or other details corrected. The Owner has the right to do this. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by e-mail or post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change. You should tell us as soon as is reasonably practical whether you wish to accept any change or wish to cancel the Booking. In the unlikely event that you fail to tell us that you wish to accept any change, we are entitled to assume that you wish to cancel your Booking.

In the event of a cancellation by us or a significant change that is not acceptable to you, we will promptly refund all monies that you have paid to us. We are not responsible for providing or arranging alternative accommodation for you and/or your guests.

If we have to cancel your Booking, neither we nor the Owner shall be liable, jointly or individually, for any other changes, cancellations, costs, expenses, effect on your holiday, loss or damage suffered by you or for any failure by us to perform or properly or promptly perform any of our obligations to you in relation to your Booking or under the Booking Contract. Following any Booking, we have 48 hours after sending the Booking Confirmation to cancel your Booking and issue a full refund in the event of circumstances beyond our/the Owner's control, including but not limited to, technical issues with calendar syncing across platforms.

**General liability:**

As we act only as agent for the Owner, we cannot accept any liability for any act or neglect on their part or of anyone representing or employed by them. We cannot accept any liability for any problems or faults with or in any Property as all properties are controlled by the Owners.

We are only responsible for losses you suffer because of us breaking these Conditions.



If you have any complaints about any services that we provide (as opposed to any provided by the Owner), you must let us know immediately in writing and in any event within seven days of the end of any Booking. We regret we cannot accept any legal responsibility if you do not let us know.

Neither we nor the Owner can be held responsible for noise or disturbance which comes from beyond the boundaries of the Property, or which is beyond the Owner's control. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, or swimming pool filtration systems, nor for the failure of public utilities such as water, gas, and electricity.

Neither we nor the Owner shall be liable to you for any business losses, including but not limited to, any loss of profit, consequential loss, or other indirect losses under these Conditions or any Booking Contract.

Neither we nor the Owner exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees, or for any criminal act we may commit.

#### **Complaints:**

Property Owners aim to do everything reasonably possible to ensure that you have an enjoyable stay at their Property. However, occasionally things can go wrong. The Booking Contract is between you and the Owner, therefore, if a problem does occur, you should contact the Owner or their appointed representative immediately, during the course of your Booking. This gives the Owner the opportunity to rectify any problems, as quickly as possible. Please note that any complaints raised after your stay at the Property has ended will not result in any form of compensation unless the Owner chooses otherwise.

One of the pleasures of holiday cottages is that they are normal domestic homes. However, this does mean that they do not always have immediate, 24 hours a day, access to maintenance services. On behalf of the Owners, we ask that you employ a reasonable degree of patience and agree to work in a practical manner with the Owner, to resolve any problems.

If you cannot contact the Owner or their representative, we can be contacted during normal office hours and we will attempt to contact them on your behalf. As we act only as an agent for the Owner, we cannot accept any legal responsibility for your accommodation or personal property. Any assistance provided by us in resolving a complaint in relation to your Booking is provided on a goodwill basis only and in our capacity as an agent. For the avoidance of doubt, unless specifically stated otherwise, we do not have the authorisation to appoint tradesmen, purchase supplies, or approve any expenditure on behalf of an Owner.

#### **Use of personal data:**

Details of what personal data we may collect from you and how we use and store it is set out in our Privacy Policy which is available at <https://www.boltholeretreats.co.uk/privacy/>.



**Governing law:**

Any dispute claim or other matter which may arise in relation to your Booking will be governed by English law and you may bring claims against us in the English courts. However, if you live in Wales, Scotland or Northern Ireland you may bring claims against us in the courts of the country where you live. We can claim against you in the courts of the country in which you live.

Bolt Hole Retreats Limited

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