

Shore and Country Settings Ltd – Terms and Conditions for Holiday Home Bookings

These Terms and Conditions apply to the Booking of any Holiday Home with us, Shore and Country Settings Ltd, a company registered in England and Wales under company number 14179955, whose registered office address is at 30 St Catherine Street, Gloucester, England, GL1 2BX (referred to as “we/us/our”).

Please read these Terms and Conditions carefully before making your Booking. You should understand that by making a Booking with us, you agree to be bound by these Terms and Conditions.

By making a Booking with us, you warrant that (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Booking**” means your provisional booking of the Holiday Home;

“**Booking Confirmation**” means our confirmation that the Booking has been accepted, as set out in clause 2;

“**Consumer**” is as defined in the Consumer Rights Act 2015;

“**Contract**” means the contract formed once the Booking has been accepted, as explained in clause 2. The Booking will incorporate, and be subject to, these Terms and Conditions

“**Holiday Home**” means the holiday home the subject of your Booking, together with the area and facilities at such Holiday Home;

“**Website**” means www.shorecountrysetting.co.uk;

“**You/Your**” means the individual making the Booking. Where the individual making the Booking is doing so on behalf of another person or group of people, that individual confirms they have the right to contractually bind and enter into the Contract on behalf of that other person or group of people. The individual making the Booking will be responsible for payment and for all actions and inactions of any guests, visitors or other members of their party at the Holiday Home.

- 1.2 Each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails, text messages and similar communications;

1.2.2 a law or part of a law refers to that law or part of it as amended or re-enacted at the relevant time;

1.2.3 a clause refers to a clause in these Terms and Conditions;

1.2.4 “Terms and Conditions” refers to these Terms and Conditions, as may be amended from time to time.

- 1.3 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions.

- 1.4 Words signifying imparting the singular number will include the plural and vice versa.

2. Bookings

- 2.1 You can make your Booking through the Website or by contacting us via email.
- 2.2 Please refer to our Website for all information relating to individual Holiday Homes.
- 2.3 Your request for the Booking constitutes a contractual offer that we may, at our discretion, accept. A legally binding Contract between you and us will be created only once we accept your Booking, which will be indicated by us sending you our Booking Confirmation in writing.
- 2.4 If you have any special access or other requirements, please inform us of this before making your Booking. We will discuss the facilities with you at this time to ensure the Holiday Home is suitable for your needs. The Booking will only be confirmed if we send you a Booking Confirmation after this time.

3. Fees and Payment

- 3.1 You will be required to pay a 30% deposit in advance at the time of Booking, to secure the date(s).
- 3.2 The full balance is payable no later than 6 weeks prior to check-in. If your Booking is made within 6 weeks of the check-in date, you will need to pay in full at the time of Booking.
- 3.3 All payments made via our Website will go through an online payment gateway provider, such as PayPal or Stripe. No credit or debit card information is provided to us, and completion of the transaction will be subject to you agreeing to this third party’s terms and conditions. A separate contractual relationship will be created between you and this third party, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

4. Cancellations and Changes

- 4.1 You may request to change your Booking at any time prior to check-in (subject to the cancellation provisions set out below). We will use all reasonable endeavours to accommodate any changes requested but give no guarantee that any or all changes can be accommodated.
- 4.2 You may cancel a Booking without charge if you give us at least 6 weeks’ notice before the earliest check-in time we have given you for your reservation. If you cancel under this clause 4.2, we will refund to you in full any sum (including, but not limited to, any deposit) you paid in advance and you will not then owe us anything.
- 4.3 If you cancel but do not give us prior notice as detailed in clause 4.2 we will be entitled to withhold any payments made in advance for the booking, by way of a late cancellation charge.
- 4.4 We may cancel your Booking at any time. If we cancel your Booking, we will offer you alternative accommodation of the same standard or better if it is available, or alternative dates. If these options are not available or we offer this to you and you decline it, we

will refund to you in full any deposit or other advance payment that you have made to us for your Booking.

5. Holiday Home Rules

- 5.1 We have separate rules relating to each Holiday Home, which also form part of the Contract. We will send these to you at the time of Booking.
- 5.2 The earliest check-in time at the Holiday Home is 3pm. Your keys will be available from the key safe, opened with a code which will be made available to you prior to your stay.
- 5.3 The latest time by which you must vacate the Holiday Home and check-out is 10am. If you fail to vacate by the agreed time, we reserve the right to charge you for an additional night's stay at the standard applicable rate.
- 5.4 We will charge an additional fee for pets, which you will need to select during the Booking process. Please refer to our Website for full details.
- 5.5 We will also charge for use of the electric vehicle charger at the Holiday Home, where applicable. Charges will be on a per-night basis. Again, please refer to our Website for full details.

6. Limitation of Liability

- 6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 Whilst we provide suitable security measures for the Holiday Home and any car parking areas at the site, we do not guarantee that other guests or members of the general public will not steal or damage your vehicle or property and/or engage in criminal activity, and accordingly, when you park or leave your property at the Holiday Home, you accept the risk of theft or damage of or to your vehicle and property if it is caused by any person other than our staff or contractors.
- 6.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 6.4 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 6.5 Nothing in these Terms and Conditions is intended to or will exclude or limit your rights as a Consumer, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

7. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving you notice, but we will use

our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

8. How We Use Your Personal Information (Data Protection)

- 8.1 We will comply with all applicable data protection legislation in force including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation, and any subsequent amendments to them.
- 8.2 For further information on our processing of personal data, please refer to our privacy policy, available on our Website.

9. Complaints

We welcome feedback from our guests and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our services or the Holiday Home, please inform us as soon as possible in the first instance so that we can endeavour to resolve it. We respectfully request you do not publish negative comments on social media or any review platform before giving us a chance to remedy the issue.

10. Other Important Terms

- 10.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 10.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 10.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 10.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.
- 10.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

11. Governing Law and Jurisdiction

These Terms and Conditions and any Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.

Holiday Home Rules

- You must not smoke in the Holiday Home. If we consider, acting reasonably, that this has happened, we may charge you for any and all costs we incur for cleaning the Holiday Home (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.
- You may bring a maximum of 2 well-behaved dogs to the Holiday Home. Please ensure they are kept off the furniture. Dogs must not be left unattended at any time. We recommend you check boundaries before allowing them into any outdoor space, as we cannot guarantee they will not be able to escape.
- No other pets are permitted.
- Children are welcome but must be accompanied by a responsible adult at all times.
- Please ensure all guests act in a responsible manner and do not cause any disturbance to neighbours or other guests.
- Please ensure the Holiday Home is left clean and tidy, in the same condition as you found it, with furniture and fittings returned to their original positions. Please remove all food from the cupboards, fridge and freezer before you leave.
- All dishes should be washed and put away and any bins should be emptied into the designated outdoor refuse area.
- Please ensure you have all your personal belongings with you before you vacate the Holiday Home. If you find that you have left anything behind, these may be returned to you but we will charge for our costs in doing so, together with postage and packing costs, which may be considerable for heavy, large or valuable items. We will dispose of any unclaimed items after 28 days.
- Please ensure the entrance gate to the Courtyard is closed on your entrance/exit to the Paddock.
- Please only park vehicles on the Holiday Home's driveway and not outside of the property in the courtyard.
- Please keep at least 1 key in the key safe at all times.