



## BOOKING CONDITIONS

The following Booking Conditions together with the General Information contained on this website form the basis of your contract with villa escapes, Oakslade, Station Road, Hatton, Warwickshire, United Kingdom, CV35 7LH. Please read them carefully as they set out our respective rights and obligations.

[In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We" and "us" means Oakslade Ltd trading as villa escapes. All bookings are made subject to these booking conditions.

### 1. Making your booking

Bookings can be made by completing the booking form available on line and emailing or faxing it to the address provided.

Once we have received your booking form and booking deposit, we will, subject to availability, confirm your stay by issuing a confirmation invoice by email. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as we regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

#### Number of persons

Only those persons whose name appears on the Booking Form may use the property. The number of persons (adults and children) must not exceed the number of sleeping places indicated on the website. The substitution of persons during the rental period is forbidden unless previously agreed.

#### Arrival

On arrival you must present your confirmation details as well as your passport or identity card to our local representative. Normal arrival time will be after 17:00 on the agreed arrival date and the villa must be vacated by 10:00 on the departure date to allow for cleaning for the next client. If we do not have a new client arriving on the same day and if you request a later departure we will endeavor to accommodate your request by extending the booking for a half day or day for which there will be a charge based pro-rata on the rate for your booking.

### 2. Prices and Website Accuracy

Please note, the information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

### 3. Payment

In order to confirm your stay, a deposit of 30% of the full payment (or full payment if booking within 56 days of departure) must be paid at the time of booking.

This deposit is not refundable in the event of your cancellation or failure to pay on time as set out below.

The balance of the cost of your stay must be received by us not less than 56 days prior to departure (or at the time of booking if this date has passed). This date will be shown on the confirmation invoice. If you have not paid in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable.

#### Security Deposit

You must pay a security deposit of £250.00, 56 days before the start of your stay (or at the time of booking if this date has passed). This is held as security against the cost of any damage to the property or to any items in and/or at the property incurred during your stay. Any damage or faults that you find must be reported to our agent within 24 hours of your arrival failing which any damage or the cost of replacing missing items will be charged in full. If no deductions are required your security deposit will be refunded in full to you 14 days after your departure from the property. If the security deposit is not sufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying us any additional monies required immediately on request from us.

### 4. Your contract

A binding contract between us comes into existence when the deposit payment is paid (see clause 2 above). If you cancel after paying the deposit our normal cancellation charges will apply. This contract and all matters arising out of it are governed by United Kingdom law. We both agree that any dispute arising out of or connected with your holiday will be dealt with by the Courts of United Kingdom.

### 5. Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs incurred by ourselves.

## 6. Cancellation by you

Should you need to cancel your stay after the contract has begun (see clause 3 above), the party leader must immediately advise us either by advising us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time we confirm your booking and may be unable to re-sell your period of stay, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the booking excluding any security deposit paid. Any security deposit, if paid, is additionally refundable in full in the event of cancellation.

<i>Period before start of stay within which written/email notification of cancellation is received by us</i>	<i>Cancellation charge</i>
more than 8 weeks	Deposit (10-30%)
less than 8 weeks	45%
less than 6 weeks	55%
less than 4 weeks	65%
less than 2 weeks	75%
less than 1 week	85%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.

## 7. Changes and cancellation by us

Occasionally, we have to make changes to and correct errors on our website descriptions and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so.

If we have to make a significant change to or cancel your booking, we will tell you as soon as possible. We will endeavor to offer you an alternative should a significant change or cancellation occurs.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

## 8. Force Majeure

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 9. Our Liability

We promise to provide your accommodation with reasonable skill and care. We do not accept responsibility if any death, personal injury, failure or deficiency of your accommodation arrangements is not caused by any fault of ours. You enter the property of your own free will and accept responsibility to act and treat the property and its equipment with due care and attention. You accept responsibility to supervise children in your party to protect them from danger as you would in any private home.

In addition, we will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or any losses, expenses, costs or other sum you have suffered relate to any business.

Please note, we cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you even if you book these services through us.

The promises we make to you about the accommodation we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodation at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of the UK which would have applied had that accommodation been provided in the UK.

\*We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your stay.

\*Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £35 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

## **Disruptions to your stay**

Our aim is to provide you with a perfect holiday however some matters such as disruption to water, electricity or other utilities are beyond our control and we accept no liability for these matters.

If any appliance within the property should break down please inform us immediately and we will arrange for a prompt replacement or we instruct a supplier to repair the appliance as quickly as possible but we are not responsible for any inconvenience this may cause.

## **Property items**

We reserve the right to replace items within the property as necessary and therefore there may be slight differences between photos of the property and actual items within the property.

## **10. Your responsibilities.**

### **Passports, visas and health requirements**

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

### **Insurance**

It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

### **Damage**

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to us or our agent at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full in recovering full payment from you. If our agent becomes concerned at any stage by the behavior of you or any of your guests, you agree to provide your valid credit card details as additional security.

### **Behavior**

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of the Owner we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

### **Cleaning**

The villa will be cleaned prior to your arrival and we expect the villa to be left in a reasonable state on your departure. Prior to your departure all waste must be disposed of and left in the public bins provided and all crockery, cutlery and cooking utensils cleaned and placed back in the appropriate cupboards and draws. Additional cleaning charges will be made for properties left in very bad conditions of up to €100 at our discretion.

### **Air conditioning and Heating**

Air conditioning is provided in all of our properties and in some properties heating. We expect these facilities to be used with care and respect to the environment and in order for air conditioning to be effective, doors and windows must be left closed in rooms where air conditioning is in use. If clients fail to use air conditioning correctly or leave air conditioning units running when they are not in the villa, we will make an additional charge of €25 per day for the duration of the booking.

### **Smoking**

Smoking is not permitted inside any of our villas but is perfectly acceptable in outside areas including terraces. Please use ash trays provided and do not leave any cigarette ends on the ground.

### **Loss of keys or call out services**

Please take special care when outside the property to ensure you do not lock yourself out of the property. If this does occur please call our agent immediately and they will arrange to let you in to the property with a spare key. Charges will be made for lost keys and for call outs as a result of key loss.

## **11. Complaints and problems.**

In the unlikely event that you have any reason to complain or experience any problems with your stay whilst away, you must immediately inform us. Any verbal notification must be put in writing and given to us as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly.

Should there be no written complaint supplied as above specified and you leave the accommodation prematurely and without an explicit authorisation by us, you forfeit your rights for a refund of the rental price, unless the terms of this contract have been breached. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given.

Please note that the property is not an official tourist structure, such as an hotel but a private dwelling. Being such, there is no standard or categories that are internationally recognised; indeed it reflects the architecture and furnishings, the local traditions and the personal taste of the owner. This is precisely the kind of holiday that we offer: the chance to partake in the culture of the area chosen, living for a few weeks in the same surroundings as an inhabitant would. We cannot however exclude the possibility that these differences can sometimes result in minor inconveniences - due to the special nature of its architecture and of traditions in the area - but which cannot be accepted as complaints.