

BOOKING TERMS & CONDITIONS

BOOKING CONDITIONS

1. **General.** The Big House Co. means Ben and Victoria Fox and Peter and Caroline Insall trading as 'The Big House Co. and acting as Agent. Applicants means clients applying to rent a property. Tenants means applicants when they have taken up residence. Booking Form means the booking form specified by The Big House Co to be used by all applicants. The Big House Co is acting as Agent for the Owners and not as principal. This means the contractual relationship is between the Owner and the Applicant. The fees of The Big House Co for making and administering bookings are included in the rentals quoted. The Big House Co will, if requested give the names and addresses of the Owners to the Applicants and use its reasonable endeavours to resolve any problems which may arise with the Owners, any disputes between the Applicants and the Owners will be matters to be dealt with between the Applicants and the Owners.
2. **Reservation.** Applicants can reserve the property over the telephone but the Big House Co. accept no liability whatsoever for such reservations. No contract exists between them and the Big House Co. unless the Big House Co. have received, within seven days the official Booking Form and the relevant payment in accordance with and subject to the provisions of Conditions 3 (a) and 3 (b) herein.
3. **Booking Procedure.** a) The offer by the Applicants. Booking may only be accepted if made in writing on the Big House Co. official booking form when all questions have been answered satisfactorily. For bookings made more than 12 weeks prior to the tenancy commencement date a deposit of 1/3rd of the rent must be delivered with completed booking form. If a booking is made less than 12 weeks before the commencement date the full rent together with any additional charges must be tendered at the time of delivery of the Booking Form. In the event that The Big House Co. do not accept an Applicants Offer all moneys paid by way of deposit will be refunded immediately. b) References. The Big House Co. reserve the right to request any personal details of the Applicants, from up to two referees from current and/or past employers, or a professional person i.e. their GP. c) Acceptance by the Big House Co. following receipt of the Booking Form as above, the Big House Co. will accept or reject the Applicant's offer.
4. **Final Payment.** The balance of rent and any additional charges is due 12 weeks before the start date of the tenancy. The Cautionary Deposit of £1000 (see point 12 below) is due 4 weeks before the start of the tenancy. Non-payment by the due date will be treated as a cancellation and The Big House Co. may re-let the property without reference to the applicant who remain liable for payment of the full amount on the same basis as in the event of cancellation (see 5 Below). The Cautionary Deposit is taken by The Big House Company for Tone Dale House, Widcombe Grange, Berry House, Tatham House, Somerset Manor and Cotswold Manor. All other house take the deposit direct from you and varies between £500 and £2000 depending on the house.

Reminders are not sent - please send the balance by the due date.
5. **Cancellation.**
ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL CANCELLATION INSURANCE.
Any request to cancel a booking must be sent in writing to The Big House Co. Whilst the Applicant remains liable to make the final payment by the due date shown on the Booking Form, The Big House Co will attempt to re-let the property for the period of the booking the Applicant wishes to cancel ('the Period'). If The Big House Co. re-lets the property for the Period at a sufficient rent, then it will refund to the Applicant a sum equal to the amounts received from the Applicant and the new customer for the property for the Period less 1. The total price of the Applicants booking for the Period; 2. An administration charge of £20 per day for each day of the Period and 3. All other costs and expenses reasonably incurred by The Big House Co as a result of the Applicant's request to cancel.
6. **Price and Property descriptions.** The Big House Co. reserve the right to amend the prices quoted on their website due to errors or omissions or changes in the VAT rate. The Agent makes every effort to provide an up-to-date true and accurate description of the property but the enquirer accepts that minor differences may arise between the description or photographs and the actual property. All distances are approximate. The enquirer is responsible for ensuring the selected property is suitable for their needs and for making any specific requirements or needs known to the Agent.
7. **Method of Payment.** Payment may be made by cheque (not post-dated), made payable The Big House Co, by bank transfer or Debit Card. Any charges raised against The Big House Co by their bank for handling dishonoured cheques or direct debit payments will be passed on to the Applicant.
8. **Authority to Sign.** The Applicant acknowledges that he/she /they are authorised to sign the Booking Form on behalf of all persons who will occupy the property and that those persons are aware of the booking conditions. The Applicant shall be a member of the party occupying the property and is/are required to acknowledge the following: a) Each member of the party must be listed on the Booking Form with their full name, address and age. b) There is no charge for children under the age of 2. c) The property details state the maximum number of persons permitted to occupy the property and grounds at any time and that it is against the law to smoke indoors. Any breach of these provisions will constitute a breach of contract. Thereupon the Big House Co. or Owners may terminate the booking forthwith in which event all moneys paid by the Applicant will be forfeit and the Tenants maybe required to vacate the property. d) The Owners or the Big House Co. reserve the right to repossess the property at any time where damage, or nuisance has been caused by the Applicant or any member of the party. In such an event the Owners shall not be liable to make any refund whatsoever.
9. **The Tenancy.** The Tenancy confers upon the Tenants the right to occupy for a holiday within the meaning of Section 9 of The Rent Act 1977.
10. **Tenants' Obligations.** The Tenants agree. a) To pay for any losses or damages to the property, however caused. Reasonable wear & tear excluded. b) To take good care of the property and leave it in a tidy condition at the end of the tenancy. c) Not to smoke (or cook) anywhere other than permitted areas of the property. d) Not to bring any pets to the property unless by prior arrangement. e) To self-cater, or to book catering through reputable caterers or via The Big House Co or Owner. f) No fireworks permitted. g) To allow the Owner or person employed by the owner reasonable access for the purposes of inspection or repair h) Not to cause annoyance or nuisance to local residents. i) To comply with the security and safety precautions and rubbish disposal instructions in the property. j) To leave on time. The Applicant will be liable for any extra costs incurred for staying beyond the departure time. k) At the end of the holiday to return the property keys from whence they came or otherwise as instructed by the agent or the owner and to pay the cost of replacement of any such keys or change of locks as result of the Applicant's failure to return the keys. l) Not to arrive before the arrival time without specific agreement. m) Any external suppliers must be notified to the Big House Co by the client and a copy of their current public liability insurance certificate showing a minimum cover of £10m must be provided.
11. **The Big House Co liability.** The Big House Co. acting as agent, shall not be liable for any damage or injury caused to the Tenant in respect of the property or any amenity provided by the Owner or for any loss or damage to the personal belongings of the Tenant how so ever arising. The agent is not liable for any act, neglect or omission on the part of the owner, the owner's representative or any other person not directly in the agent's employ. The agent is not liable for errors or misrepresentation in the property details or other information which has been provided by the owner or failure of the owner to keep the property and contents in good condition. Where the information published in the agent's literature or on their website contradicts the terms herein, these terms and conditions will apply.

12 Cautionary Deposit. The cautionary deposit is taken by The Big House Company for Tone Dale House, Widcombe Grange, Berry House, Tatham House, Somerset Manor and Cotswold Manor. All other houses take the deposit direct from you and varies between £500 and £2000 depending on the house. Where the Big House Company takes the deposit the applicants are required to lodge a cautionary deposit of £1000 with The Big House Co. 4 weeks prior to tenancy. The Applicant is responsible to pay the cost for all damage caused by the Applicant, or Applicant's party, to the structure, grounds, and fittings or content (fair wear and tear excluded). This is irrespective of whether any cautionary deposit paid is sufficient to cover this. This sum will be held to cover any losses, damage and additional cleaning charges that may arise if the property is left in an unsatisfactory condition. Charges for extra services may be deducted from this deposit in addition to charges that may have to be applied due to any alteration in vat or other expenses. This deposit less any deductions will be refunded within fourteen days after the tenancy ends. The Agent accepts these security deposits on behalf of the Owner and therefore cannot act on the Applicant's behalf in any dispute between the Owner and Applicant; such disputes must be taken up directly with the owner of the property (although the Agents will use their best endeavours to mediate, at least initially).

13. Duration and Times of Lettings. Letting commences at 4pm on the first day of the tenancy and ends at 10am on the date of departure unless otherwise notified.

14. Non-Availability of Property. If for any reason beyond the control of The Big House Co and the Owners the property is not available on the date booked (owing to fire damage, for example) or the property is unsuitable for letting, the Big House Co will endeavour to find an alternative arrangement. If this is not possible all rent and charges paid in advance by the Applicants will be refunded in full but the Applicant shall have no further claim against The Big House Co and the Owners.

15. Swimming Pools, Saunas, Hot tubs (where applicable) the Tenants agree that the use of these facilities, which are unsupervised, are at the Tenant's own risk in all respects. The Tenants agree to observe the regulations governing the use of these facilities which form part of these conditions.

16. Discrepancies. In the event of discrepancy between these booking conditions and any other contents of any brochure or website, these conditions shall prevail.

17. All bookings are for fixed periods. There is no right for Applicants to postpone or defer the booking. Unless otherwise agreed by The Big House Co in writing, any postponement of a booking will be deemed for the purposes of these terms to be a cancellation of the original booking followed by a new booking for the new period and the provision of these terms relating to cancellations shall apply to the original booking.

18. Data. The Applicant acknowledges that the Agent will take personal information such as the enquirer's name, contact information etc. This will be used by the agent to process the booking and for marketing purposes such as sending brochures, supplements, newsletters, special offers. The agent will not pass this information on to third parties other than (a) in relation to bookings - the owner and the owner's employees (such as the owner's cleaner and caretaker) or (b) in relation to marketing by the Agent and their data management - companies/individuals employed by the agent to undertake on the agent's behalf such tasks as sending brochures, managing/analysing data. The agent will also take details necessary to process card payments associated with bookings and will only pass this information on to the bank handling card payments.

19. Pets. Pets are only permitted where specified in the property details although some properties will accept an assistance dog. In most cases the number of pets is restricted to a maximum of two (unless a lesser amount is mentioned in the description) and a greater number will only be accepted by written agreement. Additional payments are normally required for each pet at a rate per week (or part thereof). Specific owners rules may apply (e.g. to be excluded from certain areas) and in all cases bookers are to comply with the following rules: (i) pets are to be kept under control at all times, exercised off the premises and never left alone in the property. (ii) pets are to be kept off the furniture and are not permitted in bedrooms. (iii) pets are not to be allowed to mess in the garden and all "accidents" are to be cleaned up immediately. (iv) all pets must be free of any pests and/or parasites (v) all pet hair must be removed from the property and its contents before departure. There will be a charge made on discovery of evidence of contravention of these conditions following the booker's departure. It should be noted that even where pets are not accepted the agent cannot categorically guarantee that there have been no pets at the property or in the grounds.

20. Matters beyond the Owner's control. Neither the Owner nor the Agent can be held responsible for matters beyond their control such as: (i) noise, nuisance or disturbance resulting from building works, noisy neighbours or local events, etc. (ii) disruption of service from utility suppliers (iii) closure of shops or amenities described in the property details

21. Problems or complaints. Since the contractual relationship is between the Applicant and the Owner any problems or deficiencies with the accommodation or contents should be reported to the owner, owner's representative (caretaker) or owner's housekeeper (as appropriate) immediately or at least within 24 hours. Any complaints about the accommodation or failure on the part of the Owner, caretaker or housekeeper to rectify problems must be reported to the Agent within 24 hours. In both cases a prompt notification by the Applicant is required to enable remedial action to be taken. Applicants will not be entitled to any redress if they deny the Owner or the Agent the opportunity to take remedial action. On no account will complaints be accepted or correspondence entered into where complaints are made after the end of the occupancy since neither the owner nor the agents was given the opportunity to take remedial action. Out-of-hours telephone numbers are provided to enable prompt reporting of problems or deficiencies.