



BACKGROUND:

The Cotswold Spa House Ltd a company registered in England and Wales with company number 13488480, and registered address 3a Yeo Bank Business Park Kenn Road, Kenn, Clevedon, England, BS21 6UW (The Owner)

These Terms and Conditions are The Owner's standard terms which apply to all and any provision of Services by the House to any customer, other members of a customer's party, and their guest/s and their use of those Services (as "Services" is defined in Clause 1 below) only where the customer and such guest/s are "Consumer/s" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

Approved Contractors	means contractors approved as defined in Clause 9;
Booking	means request for accommodation at the House, made by submitting a Booking Form and paying a Booking Deposit, which has been confirmed by the Owner who has issued a Booking Reference in response;
Booking Deposit	means a deposit payable by You when you submit a Booking Form to the Owner.
Booking Confirmation Email	means the confirmation email from the Owner confirming your Booking which has been accepted by the Owner;
Business	means any business, trade, craft, or profession carried on by You or any other person/organisation;

Consumer	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer or guest of the House who receives Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure;
House	Means Cotswold Spa House, Petty France, Badminton, GL9 1AF including all buildings and grounds belonging to the property;
Rates	means the prices payable for Booking of the House;
Regulations	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
Services	means provision of accommodation which we offer at the House;
You/Your	means an individual who is a customer of the House who agrees to pay both for him/herself as a paying guest of the House and for members of his/her party and any of his/her guests;

- 1.2 In these Terms and Conditions, unless the context requires otherwise:
- 1.3 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.4 a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;
- 1.5 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.6 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.7 a reference to a gender includes each other gender;

- 1.8 words in the singular include the plural and vice versa;
- 1.9 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.10 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form including email;
- 1.11 without prejudice to the provisions of clause 14, a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract; and
- 1.12 without prejudice to the provisions of clause 14, a reference to legislation includes all subordinate legislation made from time to time under that legislation.

2. Reservations

- 2.1 You may make a reservation for the House by completing the Booking Form through the website www.cotswoldspahouse.co.uk paying the Booking Deposit to the Owner, and receiving a Booking Confirmation email from the Owner.
- 2.2 Any reservation which is made verbally by telephone or otherwise, or which is made via email, is a provisional booking held at the Owner's discretion.
- 2.3 Only once You have received a Booking Confirmation Email from the Owner with payment of the Booking Deposit to the Owner, will Your booking have been made.
- 2.4 When You seek to make a reservation, You must provide the Owner with Your identification information including Your name, address, contact telephone number and email address;
- 2.5 You must give the Owner full payment for your Booking by the time specified on your Booking Form;
- 2.6 Your request to the Owner to make a reservation for You will be an offer, but whether the Owner accepts any such request will be for Owner to decide at their absolute discretion. Only if and when the Owner tells You that the Owner has accepted Your request for a particular reservation, and the Owner sends You a Booking Confirmation Email, will there be a Booking. Only that acceptance by the Owner of the Booking will conclude a binding contract, under the terms of this Agreement and the Booking Form, between You and the Owner for the

reservation of the House;

- 2.7 You may request to change Your reservation at any time before You arrive (subject to the cancellation provisions set out in Clause 4 below). The Owner will use all reasonable endeavours to accommodate Your requested changes, but the Owner does not promise that any or all changes that You request will be accommodated;

3. Payment

- 3.1 Payment of the Booking Deposit must be made to secure a reservation. The full balance of the Rate payable by You for Booking the House must be paid in accordance with the date specified in the Booking Form or the Owner is entitled to decline the Booking and terminate this Agreement.
- 3.2 Time is of the essence in regard to any payment under this Agreement.
- 3.3 All Rates are provisional and are subject to confirmation when the reservation is made using our Booking Form.
- 3.4 We do not charge VAT.
- 3.5 Rates include the facilities available in the House.
- 3.6 You must pay the full balance outstanding of the cost of Your Booking for the full length of Your stay in the House at the time specified in your Booking Form. This includes the entire balance outstanding for all guests who are part of one Booking as specified in the Booking Form.
- 3.7 You may pay the Owner the Rate (including the Booking Deposit) only using any of the following methods:
- 3.7.1 Debit or Credit Card
 - 3.7.2 Electronic Bank Transfer using the BACS system;
 - 3.7.3 Cash
- 3.8 The House reserves the right to alter its Rates without prior notice to You. However, once a Booking Deposit is paid by You there will be no increase in the Rate (including the balance payable on arrival) payable by You.
- 3.9 Where Clause 4 specifically says that You will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of Our breach of this Agreement or as a “consumer” under the Consumer Rights Act 2015 or other consumer protection legislation, the Owner will make a refund to You as set out in Clause 4 or as required by such legislation.

4. Cancellations

- 4.1 If You wish to cancel a Booking You must do this in writing by email to the Owner.
- 4.2 All cancellation emails sent by You will be acknowledged by an email to You from the Owner within 3 working days of receipt of Your email.
- 4.3 Cancellation shall be effective from the date your cancellation email was sent to the Owner.
- 4.4 Booking Deposits are a small percentage of the Rate and are non-refundable as they cover only those costs to the Owner which are necessarily incurred if You cancel Your Booking.
- 4.5 If the full balance of a booking has been made then that part which is minus the Booking Deposit is the only part that *may* be refundable (the Refundable Amount)
- 4.6 The Refundable Amount may not be refundable where you have not cancelled your Booking in accordance with this clause 4, and before the start of the 8-week period immediately prior to the start of the period of your scheduled stay under the Booking.
- 4.7 The Owner may, at any time before You check in, cancel a reservation booked by You in the following circumstances:
 - 4.7.1 The required accommodation and/or personnel and/or other resources necessary for Your stay at the House are not available due to any cause outside the Owner's reasonable control. If the Owner cancels a reservation in such circumstances, the Owner will offer You alternative dates which you may stay in the House under this Agreement, if such dates are available. If such dates are not available or the Owner offers it to You and You decline it, the Owner will refund to You in full your Booking deposit and any other advance payment that You have made to the Owner for Your reservation;
- 4.8 The Owner reserves the right to cancel any Booking. Any such cancellation of a Booking by the Owner will be followed by a full refund to you of all monies already paid by You to the Owner. The Owner shall not be liable for consequential losses resulting from a cancellation of a Booking by the Owner. Consequential losses, in the case of the Owner cancelling the Booking, are losses suffered by You, apart from the monies You have paid for the Booking, which are reasonably foreseeable by You and the Owner at the time You made the Booking as occurring as a probable result of the Owner's cancellation. The Owner recommends that you insure against the Owner's cancellation, including

insurance cover which extends to consequential losses in such a circumstance.

- 4.9 No interest shall be payable on any monies refunded by the Owner to You in circumstances where the Owner has cancelled a Booking.

5. Arrival and Departure Times

- 5.1 You should arrive at the time specified in the Booking Form and not before unless otherwise agreed with the Owner.
- 5.2 You and Your guests staying at the House will depart by the time agreed and shown on The Booking Form.
- 5.3 If You or any of Your party/guests stay beyond the agreed time of departure as detailed on The Booking Form, then the Owner will charge £100 for each additional hour beyond the agreed time of departure until the actual time of departure by You or any of Your party/guests.

6. Exclusive Use

- 6.1 Exclusive use of the House, if specified in the Booking Form, is granted subject to the Owner or their managers and staff having full access to the House which includes access to any buildings forming part of the premises, and the Grounds, in order that they may carry out their duties during Your stay.

7. House Rules

- 7.1 You may not smoke inside the House including any of the buildings which form part of its premises and any indoor areas of the House.
- 7.2 A designated smoking area is provided by the Owner and detailed in the House Manual. This is the only part of the House where smoking is permissible.
- 7.3 If You do not comply with Clause 7.1 and smoke inside the House, or any of the buildings which form part of its premises, the Owner will have the House and all its soft furnishings, fixtures and fittings, as well as other items, cleaned professionally to remove all trace of the effects of smoke.
- 7.4 If You do not comply with Clause 7.1 the Owner will charge You for any and all reasonable costs incurred by the Owner under Clause 7.3 in the professional cleaning of the House and all its soft furnishing, fixtures and fittings, as well as the cleaning of other items.
- 7.5 You may bring pets into the House at the discretion of the Owner, as long as You give the Owner advanced warning of the type of pet when You are booking.
- 7.6 Guide dogs are welcome at the House. Please let the Owner know when booking if

You or any member of your party/guests are intending to bring a guide dog into the House so that the owner may make any preparation necessary before Your arrival.

- 7.7 Any child under the age of 18 years may only stay at the House if accompanied by an adult aged at least 18 years.
- 7.8 You are responsible for ensuring that both You and Your guests behave safely and with decorum while at the House and treat the House and its contents with great care.
- 7.9 You and the members of your party/guests are only allowed to use the House for the purpose stated in the Booking Form.
- 7.10 Confetti or glitter of any description is not permitted in the House including any of the buildings which form part of its premises or in its grounds.
- 7.11 Candles or any other naked flame are not permitted within the House, with the exception of lit candles on the dining room table during mealtime, and a fire which may be lit in the lobby.
- 7.12 The following are excluded from the House; explosives; detonating or fulminating compounds, and all dangerous or harmful substances, including priming, fireworks, and similar objects. Fireworks and matches can only be used outside in the grounds of the House and only with the prior permission of the Owner and, where fireworks are used and/or supplied by a contractor, only in accordance with clause 9.11. Failure by You or Your party/guests to comply with this clause 7.11 will result in the forfeit of Your Booking Deposit.
- 7.13 All of the above rules will also apply to members of Your party and Your guests, and You shall be responsible for any breach of the above rules by any of them.

8. Noise, Damage and Booking Deposits

- 8.1 Any damage, such as breakages, will incur a charge to You.
- 8.2 A Security deposit of the amount stated on your Booking Form is payable on Your making of a Booking. You accept responsibility for any theft, breakage or damage caused by You or any member of Your party/guest and agree to indemnify the Owner in full for any loss that the Owner may incur as a result.
- 8.3 This Security Deposit will be returned within 7 days of the end of Your stay less the cost of damage/breakages caused by You and or any member of your party/guest, if You or any member of Your party/guests has not caused any damage to the House the repair of which would incur the Owner costs equal to or in excess of the amount of the Booking Deposit, and if you have not breached the terms of clause 7.11 and/or clause 8.7 and/or clause 8.10 and/or clause 9.6

and/or clause 15 and/or clause 16. If You or any of Your party has incurred damage to the House, then the Owner reserves the right to retain that percentage of Your Damage Deposit required to fully repair such damage to a reasonable standard in light of the nature of such damage.

- 8.4 You are responsible for ensuring that both You and Your party/guests keep any noise You make to a reasonable level congruent with the nature of the event or function which You and the Owner have agreed is to be held at the House, in order to avoid noise or any other disturbance to the neighbouring properties of the House. Therefore, the Owner requires You to kindly consider our neighbours by keeping noise levels to a low and reasonable level considering the residential nature of the building, the time of day or night, and the neighbouring residential properties. Please ensure you read the 'Good Neighbour Policy' in the House Manual.
- 8.5 No use of the areas outside the House by You or any of Your party/guests other than as a thoroughfare for access and egress to and from the House is permissible after the time stated in your Booking Form.
- 8.6 You accept responsibility for any complaints made by neighbours of the House caused by You or any member of Your party/guest making noise which is above a reasonable level for the time of day or night, and is likely to be heard by neighbours, and which disturbs them. You agree to indemnify the Owner in full for any loss that they may incur as a result of complaints of noise above a reasonable level, and which disturbs neighbours, and results in complaints by those neighbours.
- 8.7 The Booking Deposit will be returned within 7 days of the end of Your stay if there have been no complaints by neighbours resulting from unreasonable noise levels caused by You or any member of Your party/guest making such noise, and You have not breached the terms of clause 7.11 and/or clause 8.3 and/or clause 8.10 and/or clause 9.6 and/or clause 15 and/or clause 16.
- 8.8 The Owner is not liable to the You, or members of the Your party/guest, for the loss or damage to any property belonging to You or any members of Your party/guest.
- 8.9 The Owner reserves the right at any time to terminate Your stay or that of any of Your party/guests where there has been misconduct by You or any member of Your party/guests, where such termination of Your stay is a reasonable measure having regard to the nature of the misconduct.
- 8.10 In circumstances where termination of Your stay, or that of any of Your party/guests, occurs within the terms of clause 8.9, there will be no refund of any monies paid by You or any of Your guests whose stay has been terminated.

- 8.11 Where the Owner terminates Your stay or that of any of Your party/guests under clause 8.9, the Owner is under no obligation whatsoever to pay any compensation or any monies whatsoever to meet Your costs or those of Your party/guests incurred as a result of the termination of Your stay at the House.
- 8.12 In circumstances where the Owner has terminated Your or any member of Your party/guest's stay under clause 8.9, the owner reserves the right to commence any reasonably necessary legal proceedings against You without notice.

9. Contractors

- 9.1 Only those Contractors engaged by You who are approved by the Owner to work at the House (**Approved Contractors**) are permitted to provide services to You or any member of Your party/guests at the House.
- 9.2 You will use your reasonable endeavours to ensure that Approved Contractors comply with those terms of this Agreement which are applicable to their provision of services to You at the House.
- 9.3 In order to become Approved Contractors, contractors must show evidence of reasonably adequate levels of public liability insurance. Where applicable, suppliers independently contracted by You will be required to submit copies of relevant documentation which may include:
- 9.3.1 Health & Safety Risk Assessments;
 - 9.3.2 Hygiene Certification;
 - 9.3.3 PAT Certificates; and
 - 9.3.4 Professional Qualifications.
- 9.4 You are responsible for ensuring that You only engage Approved Contractors who comply fully with all current health & safety legislation and any other safety requirements of the Owner.
- 9.5 The Owner is entirely at liberty to refuse to confer Approved Contractor status on any contractor, of any sort, if the Owner is not satisfied with any aspect of the contractor or their potential performance of services to You.
- 9.6 You are responsible for ensuring that Approved Contractors keep and leave the area used by them in a clean, tidy and safe condition. In the event that in the reasonable opinion of the Owner, the Approved Contractors who provide services to you do not keep and leave the area used by them in a clean, tidy and safe condition, the Owner will employ professional cleaning contractors to carry out the work necessary to return the areas used by the Approved Contractors to a clean, tidy and safe condition.
- 9.7 You will be responsible for reimbursing to the owner the necessary costs incurred

by the Owner in returning the area used by the Approved Contractor to a clean, tidy and safe condition where the Approved Contractor's failure has necessitated the employment of a professional cleaning contractor, during or after the Approved Contractor's performance of services to You.

- 9.8 If catering contractors wish to become Approved Contractors, amongst other things, they must agree to the Owner's satisfaction where they will operate and locate any equipment.
- 9.9 If marquee contractors wish to become Approved Contractors, they must agree with the Owner to the Owners satisfaction the location and erecting method before erection of any marquee.
- 9.10 If lavatory contractors wish to become Approved Contractors, they must agree with the Owner to the Owners satisfaction the location and positioning of their mobile units.
- 9.11 If entertainment contractors wish to become Approved Contractors, they must agree with the Owner to the Owners satisfaction the location and positioning of their mobile units.
- 9.12 If fireworks contractors wish to become Approved Contractors, they must agree with the Owner the nature and positioning of their use of fireworks, and must conclude their displays before the time agreed between the Owner and You.
- 9.13 All contractors must agree with the Owner to the Owner's satisfaction their access to the House for preparation and clearing.
- 9.14 All contractors must hold public liability insurance cover of at least £2 million.
- 9.15 If during the performance of services to you, or at any time that an Approved Contractor is on the premises of the House, which includes its grounds, the Owner discovers that the Approved Contractor is not meeting the agreed terms as described in this section 9, in pursuance of their performance of services to You or otherwise, the Owner is entirely at liberty to revoke Approved Contractor status from the contractor and require them to leave the premises of the House and its grounds immediately.

Electrical Appliances

- 9.16 All electrical appliances that You, or any of Your party or Your contractors, wish to connect to the electricity supply at the House must be certified in accordance with the statutory requirements for portable electrical appliances to be used at public events.
- 9.17 All electrical cables of any electrical appliance used by You at the House must be properly protected to prevent harm to anyone.

10. Car Parking

10.1 You may park Your vehicle in the designated parking area available only to House guests, without charge, and nowhere else on the Owner's property.

11. Safety at the House

11.1 The House is an old house with some open fireplaces, high stairs, hilly gardens, a hot tub and a swimming pool. Consequently, great care must be taken by You and Your guests to use these safely.

11.2 Young children should be supervised at all times.

12. Disabled Customers

12.1 We fully comply with all laws from time to time in force regulating the treatment of, and provision for, disabled customers.

12.2 The House is an old house and disabled access cannot be guaranteed throughout. Please check with the Owner before finalising Your Booking if You have a particular requirement.

13. Allergens

13.1 The Owner cannot ensure that the house is free of allergens and cannot be held responsible for allergic reactions caused by an allergen that is found in the house.

13.2 It is Your responsibility and that of Your guests to ensure that any member of Your party that has an allergy protects themselves against any possible allergic reaction and does not rely on the Owner doing so.

14. Limitation of Liability

14.1 The Owner confirms that it has and will maintain adequate public liability insurance and adequate insurance for the House.

14.2 Where you are a consumer who is hiring the House under this Agreement You are protected by the Consumer Rights Act, the Consumer Protection from Unfair Trading Regulations 2008 and other statutory protection, and your rights under any such legislation are not affected by this Agreement.

14.3 The Owner will not accept liability for any loss, damage, injury, death or any consequential loss arising as a result of acts or omissions by You or Your contractor before, during or after an event or function.

14.4 You will indemnify the Owner against any loss damage liability expense or costs incurred by the Owner as a result of any claim demand or proceedings threatened or instituted against the Owner for personal injury or loss or damage to property and arising directly or indirectly from any act or omission by You,

or Your contractors during their use of the House.

- 14.5 Whilst the Owner will operate and maintain its car park with reasonable skill and care, the Owner does not guarantee that other House guests or members of the general public will not enter its car park and steal or damage Your vehicle or property in it and/or engage in criminal activity. Accordingly, when You park or arrange for parking of Your vehicle in the Owner's car park, You accept risk of theft or damage of or to Your vehicle and property in it, if it is caused by any person other than the Owner's staff or contractors.
- 14.6 The Owner provides all accommodation only for Your personal and private use/purposes. The Owner will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

Limits of Our Liability To You

- 14.7 Except for any legal responsibility that we (including our employees, agents or sub-contractors) cannot exclude in law (such as for death or personal injury or for fraud or fraudulent misrepresentation) or arising under applicable laws relating to the protection of Your personal information, and subject to clause 4.8, the Owner is not legally responsible for any losses that:
- 14.7.1 were not foreseeable to You and the Owner when the contract was formed;
 - 14.7.2 that were not caused by any breach on our part;
 - 14.7.3 business losses; and
 - 14.7.4 losses to non-consumers.
- 14.8 Furthermore, if You are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Owner's duties or obligations to You, or Your rights or remedies, or the Owner's liability to You, under:
- 14.8.1 the Consumer Rights Act 2015;
 - 14.8.2 the Regulations (including all that apply to You as a consumer);
 - 14.8.3 the Consumer Protection Act 1987; or
 - 14.8.4 any other consumer protection legislation;
- as that legislation is amended from time to time.
- For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

15. Cleaning

- 15.1 You will leave the House essentially in the same condition as You and Your guests found it when You arrived for Your stay, save for the effects of normal use on items such as bed linen. Normal use does not extend to food and/or drink staining, marks or stains on carpets, or any other contents or on any part of the House.
- 15.2 On Your departure, You must leave the rest of the House in a similar state of cleanliness to that which it was in upon Your arrival. If You do not leave the House in such a condition, then the Owner will have those parts of the House and its contents, which require cleaning to return them to the condition that they were in upon Your arrival, professionally cleaned.
- 15.3 The cost of any reasonable professional cleaning reasonably required under clause 15.2 will be charged to You by the Owner.

16. Damage Caused to the House

Any damage caused by You, Your guests or Your contractors to the House or any of the buildings which comprise its premises will incur liability to You. You will be charged the full cost of repairing such damage.

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

All personal information that the Owner may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of the Owner’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Owner’s Privacy Notice available from the House website or from the House reception.

18. Regulations

The Owner is required by the Regulations to ensure that certain information is given or made available to You as a Consumer before the Owner may make this Agreement with You (i.e. before the Owner accepts Your request to make a Booking) except where that information is already apparent from the context of the transaction. The Owner has included the information itself either in these Terms and Conditions for You to see now, or the Owner will make it available to You before the Owner accepts Your request to make a Booking. All of that information will, as required by the Regulations, be part of the terms of this Agreement with You as a Consumer.

19. Information

As required by the Regulations:

- 19.1 all the information described in Clause 17; and
- 19.2 any other information which Owner gives to You about the House or any services (the Owner offers accommodation only and no other separate events or services which would make up a significant portion of this Agreement) which You consider when deciding to make a Booking or when making any other decision about Booking the House; will be part of the terms of this Agreement with You as a Consumer.

20. Disputes

20.1 The Owner will try to resolve any disputes with You quickly and efficiently.

If You are unhappy with:

20.1.1 our service to You; or

20.1.2 any other matter,

please contact us as soon as possible.

20.2 If You and the Owner cannot resolve a dispute using our internal complaint handling procedure, we will:

20.2.1 let you know that the Owner cannot settle the dispute with You; and

20.2.2 give You certain information required by law about our alternative dispute resolution provider.

If You want to take court proceedings, the courts of the part of the United Kingdom in which You live will have non-exclusive jurisdiction in relation to this contract.

21. Complaints

The Owner always welcome feedback from their guests and, whilst the Owner always uses all reasonable endeavours to ensure that Your experience staying at the House is a positive one, the Owner nevertheless wants to hear from You if You have any cause for complaint. If You have any complaint about any aspect of your stay, the provision of accommodation or any other complaint about the House or any of its staff, or anything at all, please raise the matter with the Owner or the Guest Services Manager who can be contacted via the website www.cotswoldspahouse.co.uk

22. No Waiver

No failure or delay by the Owner or You in exercising any rights under these Terms and Conditions means that Owner or You have waived that right, and no waiver by the Owner or You of a breach of any provision of these Terms and Conditions means that the Owner or You will waive any subsequent breach of the same or any other provision.

23. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

24. Assignment

24.1 Neither You nor the Owner may assign this Contract, in whole or in part, without the other's prior written consent, which it may withhold or delay at its absolute discretion.

25. Force Majeure

25.1 Neither You nor the Owner shall have any liability for any failure in performance of this Agreement to the extent the same results from Force Majeure for as long as such event means that performance of the agreement is not possible or is delayed.

25.2 The party affected by such Force Majeure shall promptly notify the other party in writing by email, if possible, when such Force Majeure causes a delay or failure in performance and when it ceases to do so. If such Force Majeure makes it reasonable to expect that You or Your guests would not want to maintain Your Booking, then You may terminate this Agreement by written notice to the Owner.

26. Governing Law

26.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

27. Jurisdiction

27.1 The parties irrevocably agree that the courts of the United Kingdom wherever You live shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

28. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.



C O T S W O L D
S P A H O U S E

Good Neighbour Policy

As we have neighbours and with large groups regularly staying here, we have a 'Good Neighbour Policy' in operation.

By staying here, you have agreed to adhere to the policy as follows:

- Quiet outside from 10pm
- Silence outside from 11pm
- No screaming, shouting & anti-social behaviour in the gardens at any time
- No loudspeakers in the garden or PA systems in the house
- If you can hear noise in the garden from the house, so can the neighbours, please turn it down

We have a security company who monitor noise levels & respond to calls from the neighbours if there's need to complain.

When there's a breach of the policy you will get a phone call to ensure a peaceful environment.

If behaviour doesn't change and security make a site visit, this will result in £240 call out charge, deductible from your deposit.