

RESERVATION TERMS AND CONDITIONS

1. General 1.1 The Guest agrees to enter into a contract with the Property Owner on the following terms and conditions. 1.2 The Property Owner enters into a binding contract with the Guest when the confirmation is issued. These conditions apply to any contract made between the Property Owner and any Guest. 1.3 The Guest is responsible for the payment of the price of the holiday and for ensuring that all members of his party comply with all these conditions. The Guest must be aged 18 or over at the time when the holiday confirmation is issued by the Property Owner.

2. Payment 2.1 Reservations must be accompanied by the appropriate deposit. The Property Owner shall not be deemed to have accepted a reservation until the holiday confirmation has been issued. 2.2 The balance must be paid not later than eight weeks before the commencement of the holiday. Failure to pay the balance at this time will constitute cancellation by the Guest, in which case condition 4 will apply. It is, however, the Property Owner's normal practice to send one reminder. 2.3 If the Guest books the holiday less than eight weeks from its commencement, the full holiday charge shall be payable. Reservations made within 14 days of the commencement of the holiday must be paid for by credit card and confirmed by a completed reservation form. 2.4 All payments shall be made to the Property Owner. 2.5 The price payable for the holiday is inclusive of Value Added Tax at 17.5% (VAT). 2.6 The prices quoted are cash prices. Where the Guest pays for any part of the cost of the holiday by credit card, the Property Owner reserves the right to levy a charge in respect of each payment so made. 2.7 The Property Owner has the right to refuse any reservation and to cancel any reservation which has been made on his/her behalf. The Property Owner will communicate this decision to the Guest in writing. Any monies which have been paid to the Property Owner will be repaid without delay and in full to the Guest.

3. Alterations or Cancellation by the Property Owner 3.1 In the unlikely event that, where a Guest is not in breach, it shall be necessary for the Property Owner to make an alteration to or cancel the holiday accommodation specified in the holiday confirmation form issued to the Guest, the Property Owner shall inform the Guest of such alteration or cancellation and:- 3.1.1 In the event of alteration which is stated in writing by the Guest to be unacceptable within 14 days of being notified of the alteration by the Property Owner, or: 3.1.2 In the event of cancellation the Property Owner undertakes to provide fair compensation to the Guest in the event of cancellation pursuant to Condition 3.1.

4. Cancellation by the Guest Any cancellation made by the Guest (for whatever reasons) shall be in writing addressed to the Property Owner at the address stated on the reservation form. The effective date of cancellation is when written notification is received by the Property Owner. Should the Guest cancel the reservation more than eight weeks prior to the commencement date of the holiday, the full deposit paid will be retained. Should the Guest cancel the reservation eight weeks or less prior to the commencement date of the holiday, the full cost of the holiday will be retained. *In order to ensure a speedy receipt and thereby processing of cancellation the Property Owner recommends that the Guest sends written notification of the cancellation by recorded delivery.

5. Limitation of Liabilities 5.1 Nothing contained in these Conditions shall exclude or restrict any statutory rights which the Guest has against the Property Owner. 5.2 The Guest deals as a consumer and in no event shall the Property Owner be liable for losses, costs or damages suffered or incurred by the Guest as a result of failure to perform or breach by the Property Owner of its obligations under this Agreement which are business losses including but not limited to economic loss or damage, loss of profits, interest, business revenue or savings and loss of contracts and whether such losses or damages arise in contract tort or statute and whether as a result of negligence or otherwise. 5.3 The Property Owner cannot be held responsible for any malfunction of services provided for the property by The Watermark or Cotswold Wireless as these are deemed to be beyond our reasonable control.

6. Reservation Conditions Upon receipt of the holiday confirmation form, please check the details to make sure they are correct. Any corrections can be made up to 14 days from receipt of confirmation, but cannot be rectified beyond that date. If after the reservation has been accepted the Guest requires the Property Owner to amend it in any way or to re-invoice the Guest, the Property Owner reserves the right to charge an amendment fee of £25 per Reservation Form. The Property Owner reserves the right to treat a change of holiday dates which is made at the request of the Guest as a cancellation of one holiday and the reservation of another, in which case Condition 4 above will apply.

7. Information on the website 7.1 The information on the website is believed to be accurate. 7.2 The Property Owner makes all reasonable efforts to ensure that descriptions are accurately reproduced. The Guest should be aware that minor differences between the photograph/illustration/text used and the property may arise. 7.3 Property Owners reserve the right to make modifications to the property specifications that are considered necessary in the light of operating requirements. In the interest of continued improvement, The Property Owner reserves the right to alter or delete furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice. 7.4 If material changes occur after the Guests reservation is confirmed the Property Owner will advise the Guest.

8. Number of People using the Holiday Accommodation The number of people using the holiday accommodation shall not exceed the maximum number stated. In the event that the maximum is exceeded without such agreement the Property Owner reserves the right to refuse or revoke the reservation at his/her sole discretion. This would be treated as a cancellation by the Guest, and condition 4 above will apply.

9. Damage to Property 9.1 The Property Owner reserves the right to refuse to hand over the property where in the reasonable opinion of the Property Owner it is likely that damage to the property will be caused by the Guest or any member of the Guests party. 9.2 The Property Owner reserves the right to re-possess the property at any time where damage has been caused or in the reasonable opinion of the Property Owner is likely to be caused to the property by the Guest or any member of the Guests party. 9.3 In the event of a reasonable refusal to hand over the property or repossession on the grounds set out in Conditions 9.1 and 9.2 above, the Property Owner shall not be liable to make a refund of any monies paid. 9.4 In the event of an unreasonable refusal to hand over the property, fair compensation will be paid to the Guest.

10. Access The Property Owner or his/her representative shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.

11. Arrival and Departure 11.1 Unless otherwise stated on the holiday confirmation form, the normal time of occupation is after 3.00pm on the holiday start date and the holiday accommodation must be vacated by 10.00am on the last day. 11.2 If the Guest is unable to arrive at the holiday accommodation by midday on the day following the holiday start date the Guest must advise Property Owner of the intended late arrival. Failure to arrive by midday on the day following the holiday start

date and failure in those circumstances to advise the Property Owner constitutes cancellation by the Guest, in which case Condition 4 shall apply.

12. Pets 12.1 Due to health considerations of other Guests we cannot accept pets.

13. Single Sex Parties 13.1 In principle the Watermark Management do not permit single sex parties and the Property Owner is obliged to adhere to this. The Property Owner must be contacted before making a reservation.

14. Guests Responsibilities 14.1 The Guest shall keep the holiday accommodation and all furniture, fittings and effects included with the holiday accommodation in the same state of repair and condition as at the commencement of the holiday, and shall leave the holiday accommodation in the same state of cleanliness and general order in which it was found. The Guest shall be liable to the Property Owner for any loss, costs, expenses, claims arising from any damage caused to the property and/or its contents by the deliberate or negligent act of omission of the Guest or of any person in his/her party. If as a result of such damage, the property or any of its contents need to be repaired or any of its contents need to be replaced then the Guest shall be responsible for paying the reasonable costs of doing so. 14.2.1 The Property Owner may require the Guest to pay a sum of money to cover the cost of replacement, repair or cleaning to the property or its contents as a result of the Guests occupation ("the Security Deposit"). The Security Deposit will be refunded in full to the Guest where there has not been any loss or damage to the property or, if there has been loss or damage, the item(s) involved has or have been repaired or replaced to the reasonable satisfaction of the Property Owner or the Housekeeper. For the purposes of this Condition damage to the property shall include leaving it in a dirty or untidy condition on the day of departure. 14.2.2 When the Property Owner confirms the Guests reservation, the Property Owner will advise the Guest of the amount of the Security Deposit and of the manner in which and to whom it must be paid. 14.2.3 Nothing contained in the Condition 14.2 shall affect the right of the Property Owner to recover any sums from the Guest under Condition 14.1

15. Complaints In the unlikely event that the Guest is disappointed with the holiday accommodation, the Guest should first contact the Housekeeper who will use all reasonable endeavours to solve the problem. Where this is not possible, the Guest should contact the Property Owner. If after that the Guest still feels that the problem has not been resolved to his/her reasonable satisfaction then the Guest must within 7 days of returning from holiday, put his/her comments in writing to the Property Owner. The property Owner recommends that these are sent by recorded delivery in order that they receive attention as quickly as possible.

16. Death or Personal Injury The Property Owner shall not be responsible for the death or personal injury to the Guest or any number of the Guest's party save insofar as this results from proven negligence of themselves.

17. Force Majeure 17.1 The Property Owner shall not be liable for any loss, breach or delay due to any cause beyond the Property Owner's reasonable control including though not limited to Act of God, Explosion, Flood, Tempest, Fire or Accident, War or Threat of War, Sabotage, Insurrection, Civil Disturbance or Requisition, Acts, Restrictions, Regulations, Bye-laws, Prohibitions or Measures of any kind on the part of any governmental, parliamentary or local authority, Embargoes, Strikes, Lock-outs, or other Industrial Actions or Disputes. Under any such case the Property Owner shall be entitled to treat the contract as discharged. 17.2 In the event of such discharge the Property Owner's liability shall be limited to the return to the Guest of sums paid to the Property Owner by the Guest less an administrative charge of £25 to cover the Property Owner's reasonable expenses.

18. Law of the Contract and Jurisdiction 18.1 English law shall apply to all contractual obligations arising out of these reservation conditions, which shall be deemed to have come into existence in Melbourn Hertfordshire England. 17.2 The contractual obligations referred to in 18.1 above shall be subject to the jurisdiction of any of the courts of England, Wales, Scotland or Northern Ireland unless one or more of the parties to the contract is resident outside the United Kingdom at the date the contractual obligations are entered into in which case English courts shall have exclusive jurisdiction.

These terms were published in April 2006