



BADMINTON ESTATE

Booking Terms & Conditions

We advise you to read these Terms & Conditions as they clear up questions that sometimes crop up before holidays start, or when plans have to change.

Firstly, please note that The Somerset Trust trades as Badminton Estate and together with the information included in your Booking Confirmation these terms and conditions are your contract with 'Badminton Estate'.

We have tried to keep them as simple as possible, but some detail is necessary to cover all eventualities!

In these booking conditions 'you' and 'your' means all people named on the booking form (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means Badminton Estate.

1. How to Book

All bookings depend on the property being available.

The first named person will be the party leader and must be at least 25 years old at the time of booking. All other members of the party must authorise you to make the booking and agree that the booking will be governed by these conditions. You are responsible for making all payments due to us.

If the property is available and we have received all relevant payments, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details and the amount you still owe for the booking. Your binding contract with us will begin when we issue the written confirmation. We will give you written confirmation either by post or by email.

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by email.

We have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing and promptly refund any money that you have paid us. In this case we will not have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is incorrect, you should tell us immediately.

Bookings more than 8 weeks ahead

A deposit payment of 25% of the total cost of your holiday is required to secure your booking ('Deposit'). The balance must be paid 8 weeks before the start of your holiday. Any outstanding balance will be notified to you by the email that you booked under along with a request to settle the outstanding balance 8 weeks prior to arrival.

Your Deposit is a non-refundable booking fee covering the administration costs we incur in processing your booking.

Please note the pricing information contained in Section 2 and the change and cancellation terms in Section 5.

Bookings less than 8 weeks ahead

Full payment by credit or debit card is required at the time of booking.

Payment confirmation

Please check the details on the confirmation you receive carefully. If any of the details are incorrect, please let the Estate Office know as soon as possible. You must also ensure that you pay any outstanding amount required in accordance with the payment schedule. If you do not, we will have the right to cancel your reservation and keep or claim your Deposit (as it is a non-refundable booking fee). Credit and debit cards will normally be authorised and charged to your account within one working day.

Our agreement

A contract (our agreement) is formed when we receive the 'Required Payment' and you have received the confirmation. If you do not receive a confirmation within 24 hours, please contact us.

Required Payment means either the Deposit or the full amount due for your break.

Our agreement incorporates information provided on our website, the confirmation and this agreement (which we sent you following your telephone booking or which you accepted online at the time of booking).

Our agreement with you binds you, and all members of your party (including children and any day visitors). You must ensure that all members of your party are aware of and accept all of this agreement. Our agreement continues until the last member of your party has left the property, including any extension to your stay.

We will send you, an email confirmation showing the price for your break and any additional charges. It will also detail payments received and due.

Credit/Debit card payments

Our website uses Holiday Rent Payment as its payment provider and their platform is SSAE16/SOC1 certified and Level One PCI compliant.

2. Prices

Our prices will fluctuate based on demand and therefore are subject to change and may go up and down. The agreed price for your break will be quoted when you make the booking and will be shown on the confirmation.

Included in the price

- Use of the property for the maximum number of guests indicated.
- Bed linen and towels.
- Heating and electricity.
- One basket of wood for each fire – if more is needed then you can contact the office to purchase more.

The price does not include travel insurance or cancellation insurance which is highly recommended and must be bought separately.

VAT

All prices include VAT at the appropriate rate.

We have the right to increase or decrease prices in line with any change in VAT or any other dues or fees levied on your break. We will not make any such increase to the basic cost of your break.

3. Your Stay at the Property

We aim to provide a relaxed break in a countryside environment. To ensure your maximum enjoyment you must comply with all the requirements in this agreement. You must also note and comply with all verbal and written guidance, especially safety guidance supplied to you by us. You must comply with all notices.

Accommodation

You and all members of your party agree to use the accommodation and contents with care and leave the property in a clean and tidy condition when you depart. We reserve the right to charge you for any extra cleaning, missing or damaged items.

You are responsible for the actual costs of any breakage or damage in or to the property – along with any extra costs that may result – which are caused by you or any members of your party. We can ask for an extra payment from you to cover any related costs.

You must not allow more people than the website states to stay in the property and you cannot significantly change the number of adults or children during your stay (e.g. if you book for two adults and two children you cannot arrive with four adults). If you do any of these things, we can refuse to hand over the property to you or can repossess it. If we do this, we will treat this as you cancelling the booking and you will receive no refund and we are not legally responsible for you as a result of this situation.

You must allow us (or our representative, including workmen) access to the property at any reasonable time during your stay. We will give you notice of this if it is needed (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, we can enter the property at any time without giving you notice).

Behaviour

You and all members of your party also agree not to use the property for any illegal or commercial purpose.

We may ask you and/or any member of your party to leave immediately if your conduct results in police attendance or is considered by us to be inappropriate; likely to cause harm; or impair the enjoyment, comfort, or safety of anyone; or is likely, in our belief, to breach this agreement.

We can refuse to allow you into the property or ask you to leave if we reasonably believe you or any member of your party to be behaving illegally, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any member of your party.

Children's supervision and parental responsibility

There must be at least one capable and responsible adult over the age of 25 in each accommodation unit.

You are responsible for the supervision of all members of your party under the age of 25.

Parties who are not supervising their children responsibly may be asked to put appropriate arrangements in place or leave.

Security

Your personal belongings are your responsibility during your stay.

You should lock your vehicle and remove all valuables from your vehicle.

You must make sure you have appropriate insurance in place.

We accept no liability for any accident, loss or damage to your belongings unless such loss, damage or accident is demonstrably due to our negligence.

Safety

You are required to follow all safety advice provided to you.

Grounds

Please keep to public roads and other public rights of ways at all times. Please make sure to avoid any private paths or tracks and treat all property carefully.

Please be aware that large farm and forestry machinery may utilise the tracks around the property.

Internet

Wifi is available and is provided via 4G. Performance will depend on how many users are consuming bandwidth from the cell tower so cannot be guaranteed.

Please note that the connection is not subject to any particular security and requires parental supervision when used by children.

We reserve the right to disclose your name and address to our internet service provider or the police if we discover that you or a member of your party illegally downloaded content from the internet or otherwise engaged in unlawful activity whilst using this facility.

Smoking

Smoking, including vaping and e-cigarettes, is not permitted in any accommodation.

Dogs and other pets

We do not accept any dogs listed under the Dangerous Dogs Act.

Dogs are allowed to stay (when the additional supplement has been paid) in the property. However, they are not allowed on beds or furniture and must be kept under control in the garden. You are responsible for the actual costs of any damage caused by your dogs to the property or gardens.

If we, in our sole and reasonable discretion, consider your dog to be dangerous or to be causing a nuisance, harm or threat to anyone or to livestock, we may ask you to remove it from the property (without refund or compensation) or have it removed to kennels at your expense.

No other pets are permitted.

Natural inhabitants

Please remember that the accommodation is in a rural setting which is the natural habitat of a wide variety of native animals and creatures such as spiders, rodents, ticks, snakes, flies and other insects.

Dangerous items

No knife, firearm, air weapon, archery equipment, fireworks, illegal substances or similar item may be brought into the property under any circumstances by anyone within your party.

Damages/compensation payable by you

By booking you agree that we have the right to recover from you, either during or after your stay, the costs of any damage to our property or accommodation and any other costs, fees or levies which we may incur resulting from you or any member of your party's action or inaction and from any breach of this agreement.

4. Arrival and Departure

You can arrive anytime after 4pm on your arrival date. You will be sent instructions on how to access the property at least 24 hours prior to arrival.

You must vacate your property by 10am at the latest on your day of departure.

If you do not vacate by 10am then we reserve the right to charge you a late check out fee of £100.

Please strip the beds to remove all sheets and leave on the floor of the bedroom.

Please return the key to the lock box as you leave.

5. Changing or cancelling your booking

Changes by you

If you wish to change or cancel your booking you should advise us in writing or by email and request confirmation from us that we have received your amendment or cancellation. We can only accept changes or cancellations from the person who made the original booking.

We will try to accommodate all amendments, but they may be subject to an administration charge.

Please note that any change in booking to an alternative date may result in higher or lower price being charged.

If you are unable to take your holiday please contact us as soon as possible and we will try to help. You may not transfer your booking to anyone else without our consent.

If you do decide to cancel your booking at any time please note that the following charges will apply:

Number of weeks before arrival that cancellation notification is received	Cancellation charge as a % of total holiday cost
More than 10	Deposit
4 to 8 weeks	50%
14 days to 4 weeks	75%
Less than 14 days	100%

Changes by us

We do not expect to have to make any changes to your booking however in extreme situations bookings may have to be changed or cancelled. We have the right to do this and will contact you as soon as is reasonably practical to explain what has happened.

We must reserve the right to make alterations to accommodation and services both before and after any booking has been confirmed. In the event of a change we will inform you as soon as possible.

We have the right, at our sole discretion, to refuse to confirm any reservation or cancel or amend any booking you may have made or refuse to allow you to enter any of our properties or to ask you to leave our premises. If we do so we will refund any payment made but will not pay any compensation. We have the right

to cancel your booking, or to instruct you or your party to leave the property immediately, without compensation or refund, should you or any of your party not comply with this agreement, particularly terms relating to behaviour and conduct.

In exceptional circumstances, we may need to cancel your booking. If this happens, we will advise you as soon as possible and offer one of the below options:

- A replacement break to one of our cottages up to the same value as the one you booked. If your new break is more expensive, you will be required to pay any additional cost. If your new break is less expensive, we will refund the difference.
- A full refund. If we issue you with a refund, we will return your money in the same way you made your original payment.

Events beyond our control

We regret we cannot accept liability, make any refunds or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to 'Force Majeure'. Circumstances amounting to 'Force Majeure' include any event which we, or the supplier of the service(s) in question, could not, even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions and all similar events outside our control.

Neither can we accept any liability for any injury, loss or damage you suffer because of events beyond our control. Events beyond our control include, but are not limited to: fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, epidemics and pandemics, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and unavoidable technical problems with transport.

If you cannot travel to your chosen accommodation due to adverse weather, we will do our best to move your booking to an alternative date and/or a different accommodation, but refunds will not be provided. If your new break is more expensive, you will be required to pay any additional cost.

In all cases, except personal injury or death, our liability to you for the total of all claims arising out of your break with us is limited to the cost of your booking less any insurance, cancellation, amendment, or separate charges.

6. Passports and Visas

It is expected that all guests will have the necessary documentation to travel and we cannot accept any responsibility if any member of the party is unable to travel due to loss of or incorrect, inaccurate or inappropriate documentation.

7. Website

We have taken great care in the printing & production of our website and accompanying literature but regret that we cannot be held responsible for circumstances outside of our control such as public holidays, religious festivals, adverse weather conditions, nor guarantee the working of equipment such as televisions, telephones, etc. If any change becomes apparent which we believe will materially affect the enjoyment of your holiday then we will notify the party leader immediately it is brought to our attention and if within our control try and rectify the situation as quickly as possible.

Please note that all distances, costs and timings are approximate and we cannot be held responsible for them.

8. Complaints

We take all complaints very seriously and will deal with them personally. If you have any complaint about your accommodation or our services, then please raise them with us as soon as possible – ideally whilst you are on holiday so that we have the opportunity to fix the problem. In reality, most complaints can be dealt with quickly and efficiently.

If you are still not satisfied, or wish to complain after your holiday, then please write to us by e-mail or letter within 28 days of your holiday. We cannot accept liability in respect of any claims not notified to ourselves in accordance with this clause.

9. Disabilities or Medical Problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we feel unable to properly meet that person's particular needs, we can refuse or cancel your booking.

10. Our Legal Responsibility to You

We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the property. We cannot be held responsible for the breakdown of mechanical equipment such as pumps and boilers nor for the failure of public utilities such as water, electricity and gas.

We accept no liability for any accident, personal injury or suffering arising for any reason either within the accommodation, during travel to and from the accommodation, or during activities you may take part in whilst on holiday. You are strongly advised to ensure that you are adequately insured both for personal injury and material loss/damage. Your personal belongings are not covered by any insurance we hold.

You must accept full responsibility for any damage or loss caused by you or any member of your party. This includes the full payment for any such damage or loss, which must be made at the time to us or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions.

Your contract is with Badminton Estate whose office is at The Estate Office, Badminton, South Gloucestershire GL9 1DD.

All personal information we collect and hold about you and members of your party will be used in accordance with our privacy policy, available on our website.

This agreement and any dispute between us will be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the Courts of England and Wales over any matter arising out of our agreement or your visit.

Your stay will not give rise to any tenancy agreement between us.

Should any part of our agreement be deemed by law to be void, the remainder of this agreement will, if capable, continue in full force and effect. The headings in this agreement are included for convenience only and shall not affect its interpretation or construction.