

Booking Conditions for Weekend in the Country Limited Hen and Stag groups

PLEASE READ THE FOLLOWING CAREFULLY. THESE BOOKING CONDITIONS, TOGETHER WITH YOUR BOOKING FORM, CREATE A LEGALLY BINDING CONTRACT.

In these Booking Conditions "Agent" "we", "us" and "our", means Weekend in the Country Limited. The "Owner" means the property owner or an authorised Owner representative (including employees or representatives of Weekend in the Country Limited). The "Supplier" is any other element of your weekend arranged through, or recommended by, us such as transport, activities, catering, etc. The "Party Leader" is the person making the booking, and the "Party Members", "you", "your" are all persons present at the property who have been accepted by us including the Party Leader (and including anyone who is added or substituted – only with our written permission – at a later date). The "Booking Form" is the form emailed by the Agent to the Party Leader, after an initial deposit is paid. "Written Confirmation", "Final Confirmation" is the information sent, after all payments have been made, detailing elements booked, and providing directions, maps, medical forms and other necessary information.

Bookings

Once the Party Leader has paid an initial deposit, we will email a Booking Form and Booking Conditions, at this point a binding contract is created. In proceeding with the Booking and therefore accepting these Booking Conditions, the Party Leader accepts they are entering into a contract with Weekend in the Country Limited regarding the booking of the property, and with the Owner in respect of the use of the property, and with any Supplier in respect of other services. If you do not accept these Booking Conditions you must contact us within 3 days of receipt.

The Party Leader must be over 18 years of age and authorised to make the booking, on the basis of these Booking Conditions, by all other members of the party. The Party Leader is responsible for making all payments due and must be present at the property for the duration of the rental period. Bookings are not permitted via 3rd parties, agencies, or other organisations or individuals not present at the property for the duration of the booking. The Party Leader makes the booking as a consumer agrees that no liability can be accepted by the Agent or Owner or Supplier for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred. The Agent retains the right to refuse any booking prior to the issue of final confirmation. If a booking is refused, the Party Leader will be informed in writing and any monies paid will be promptly refunded. The Party Leader should check the details carefully in the written confirmation. All references to "written confirmation" or "final confirmation" mean confirmation provided by post, electronically or by email as applicable. It is the Party Leaders' responsibility to check their email regularly and to advise The Agent of any change to their email address.

Payments

The Party Leader can make a provisional booking by telephone or email, and the property will be held for 24 hours. If the Party Leader does not contact us to pay a deposit by the end of this period the dates will be released. When the Party Leader wishes to book, he or she should telephone and make an initial deposit payment. The Agent will issue a Booking Form and Booking Conditions. The Party Leader should check the details on the Booking Form and Booking Conditions and must reply to us within 3 working days if they do not accept the Booking Conditions. A second deposit will be due normally 14 days after the initial booking deposit. The final balance is due at least 8 weeks prior to the arrival date. All deposits and payments are non-refundable. All bookings made less than 8 weeks before arrival will be charged in full at the time of booking. The Party Leader can make payments by cheque or debit card. There is a 2.5% surcharge for payments made by credit card. Non-payment of any deposits or fees by the due date will be assumed to be a cancellation and the Agent can re-market the property without further contact with the Party Leader (it is the responsibility of the Party Leader to ensure payments are made by the due date and to collect monies due).

Pricing and quotes

Please note that the pricing in your Booking Form is based on the number of people and elements specified. If the number of participants of any element is reduced below that specified in the Booking Form, the cost per person for any or all elements will increase, and discounts or concessions may be withdrawn. In this instance, we will issue an amended Booking Form with recalculated prices.

If the Party Leader changes or cancels the booking

If the Party Leader wishes to make any changes to the Booking Form once it has been issued, it will be considered but changes cannot be guaranteed. Increases in the number of Party Members, or changes to the composition of the group will incur an additional occupancy charge. The Agent reserves the right to charge an administration fee of £35 for every change made to a Booking after the Booking Form has been issued (other than increases in party size, where permitted, paid at the same time as the final balance payment). If the Party Leader wants to change the dates of the booking, the Agent will do its best to accommodate changes. However, a change of dates may be administered as a cancellation and new booking. If the Party Leader has to, or wishes to, cancel the Booking, he or she should telephone the Agent as soon as possible. The Party Leader must also immediately confirm the wish to cancel in writing sent by recorded delivery to the Agent at the address shown on these Booking Conditions. The day notification of cancellation is received, is the date on which the booking is cancelled. Reductions in your Party Members may result in an increased price per person (see above condition).

If the Party Leader cancels the Booking more than 8 weeks (57 days) before the arrival date, all deposits paid will be forfeited, but the Party Leader will not be required to pay the final balance. If the Booking is cancelled within 8 weeks (56 days) before the arrival date, the Agent reserves the right to charge 100% of the fee. If the Agent is able to re-let your cancelled dates, a refund will be made of your fee, less deposits, less any discount required to gain a further booking at short notice and less any marketing and advertising costs including time spent in re-marketing the property for the cancelled dates. No refund or discount is available if your weekend is curtailed for any reason, even if the property is vacated by all persons in your holiday party prior to the end date/time of your booking.

Insurance

We advise you to take out appropriate insurance to cover the cost of cancellation by you &/or any Party member, and accident or illness, as well as activities. WE STRONGLY RECOMMEND YOU TAKE OUT APPROPRIATE INSURANCE.

Weather

Unfortunately we are not able to control the weather, and whilst we and our Suppliers make every reasonable endeavour to ensure activities and elements can go ahead in inclement weather, there is always a risk that weather conditions can interrupt or cancel an activity or element. Our properties and activities are located in a rural area and some properties are not on main roads so may be inaccessible in certain circumstances such as heavy snow. In this instance we will assist you to find alternative elements if necessary, but this may incur additional costs to you. We again strongly recommend you take out appropriate insurance.

Disability & special needs

Please note that (unless otherwise specified) properties, activities and other elements are NOT currently specially adapted for the disabled (other than accommodation at the farmhouse which has a dedicated disabled room with wet room), although they may be suitable for people with certain special needs. If any Party Member is disabled or has special needs, or an existing medical condition, allergy or other illness, the Agent must be informed at the time of booking to advise whether the property, activity or element is suitable or not.

Arrival and departure

The Party Leader or a Party Member can arrive at the property any time between 4pm and 7pm on the start date of your stay (3pm for the Somerset Cottages). The Owner, or a representative, will meet you at the property, show you around and give you the keys. The remaining Party Members may arrive later if they wish. Please note that Owners may not be waiting at the property during this time, as most live nearby. If any Party Member wishes to arrange a supermarket delivery to the property, please book it for the time slot specified for your property in the FAQs, and inform the Agent that the Owner should expect the delivery. Otherwise it cannot be guaranteed that someone will be able to receive the delivery. The Agent is unable to arrange earlier arrival times as the Owner needs time to prepare the property. If the Party Leader or first Party Member is going to arrive after 7pm, the Party Leader must contact the Agent in advance so that alternative arrangements can be made for a late arrival otherwise the Party Members may not be able to gain access to the property. The Party Leader must ensure all Party Members vacate the property by 10.00 on the day of departure (unless Sunday, when departure time is by 12.30), unless otherwise specified in your Booking Form. Owners are entitled to make an overstay charge for groups not departing on time.

Party Members should arrive &/or be ready in plenty of time for the start of any activity, or be ready in time for collection by transport. Failure to adhere to start times may result in termination or cancellation of the activity, service or other element. No liability is accepted for any refund or costs incurred by you in this instance, such as alternative services or transport.

Security, Cleaning & Damages to property

During the period of booking, the Party Leader will be responsible for the care & security of the property.

The Party Leader agrees to pay for any damages or excess cleaning, however caused, not including reasonable wear and tear. The Owner may require the Party Leader or first arriving Party Member to provide credit card details on arrival, against which the Owner can charge any losses, damages or excess cleaning. The Party Leader is responsible to the Owner, for the actual costs of any breakage or damage in or to the property - along with any additional time or other costs that may result - which are caused by any Party Member.

The Party Leader and all Party Members agree to keep the property clean and tidy. For the avoidance of doubt, the following is required on departure: Cooker and ovens and any barbecue if provided should be clean and fat-free. Crockery, cutlery and placemats washed/dried and put away. Obvious spills and stains removed. Any furniture moved must be restored to its original position. All food removed from fridge/cupboards and bins emptied. Failure to meet this standard will result in a charge. The Owner or Agent reserves the right to make a charge to the Party Leader's credit or debit card for up to 14 days from the end of the booking in the event of any charges made regarding damages or cleaning. If the property is left in a satisfactory condition, no charges will be made.

Occupation of property

The Final Confirmation form states the number of persons that may be present at the property and grounds at any time. For the avoidance of doubt, additional visitors for part or all of the duration of the booking, other than the number declared on the Final Confirmation Form, are not allowed at the property or in the grounds without written permission by the Agent. The Party Leader must supply a list of Party Members and contact details if requested by the Agent.

The Party Leader and all Party members agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it that has not previously been accepted and approved in writing by us. The Owner is entitled at his or her sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if he or she reasonably believe that any damage is likely to be caused, has been caused or is being caused by any Party Member or third party, or any nuisance or disturbance is being caused or is likely to be caused, or these Booking Conditions are breached in any way. The Party Leader must not allow any people other than those than agreed on your booking form to occupy the property at any time, neither can you change the composition of your party during your occupation of the property, unless this has been arranged in advance and is confirmed in writing.

We do not permit mixed sex groups at the properties for hen or stag weekends. We do not accept hen/stag (or "hag") weekends. For the avoidance of doubt, groups booking a hen weekend are not permitted to allow or invite any males on the premises and groups booking a stag weekend are not permitted to allow or invite any females on the premises, other than Owners, Suppliers or the Agent or their staff, employees, or sub-contractors.

No external suppliers, including caterers, entertainers, tutors etc, other than those supplied or approved by Weekend in the Country Limited may occupy the property or grounds at any time.

Pets

Pets or any animals are not permitted at any property. However the Agent and or Owner cannot guarantee that animals have never been in the property and cannot be held liable if you suffer from allergic reactions to anything in the property.

Smoking

Smoking is expressly forbidden anywhere inside the properties. Individual properties may have additional smoking restrictions which will be clearly indicated and to which all Party Members must adhere. Please only use designated smoking areas.

Fireworks, candles, Chinese lanterns, decorations

Any kind of fireworks or Chinese lanterns are strictly forbidden, and bonfires are not permitted. Candles, tealights and other flammable items are not permitted in the property.

Outside decorations such as balloons, banners, lights, etc, are not permitted on the outside, doors, windows, fences, gates or in the garden, of any property. Decorations may be used inside properties providing they do not damage any part of the property.

Swimming pool, hot tub, or other leisure facilities

The Party Leader agrees that the use of any pool, hot tub or other leisure facility at the property is entirely at the risk of the Party Leader and Party Members in all respects. The Party Leader will ensure that any Party Member using leisure facilities follows the written or verbal instructions provided by the Owner or Agent. All Party Members using facilities must complete and sign a form before use. Owners reserve the right to withhold

use of any leisure facilities if a signed form for each Party Member is not provided. Facilities are not available 24 hours, as they are closed at certain times for maintenance and safety. Some facilities may be shared, in which case you will be advised to book a time slot for use. Please note that leisure facilities will need to be maintained during your stay.

Behaviour

We or any Owner or Supplier can terminate an activity, service or accommodation arrangement if the behaviour of any Party Member is considered in his/her reasonable opinion to be likely to cause nuisance, damage, distress or danger to any person or property. You accept your responsibility to ensure your Party Members conduct themselves in a proper manner.

Loud music / excessive noise or noise late in the evening which may disturb any neighbouring property is not permitted. For the avoidance of any confusion, music or noise should not be loud enough to be heard outside the property and should not at any time disturb any neighbouring properties.

The Party Leader will be responsible for full payment for any damage or loss caused to any Owner, Supplier or the Agent, within 14 days. You will be responsible for any subsequent claims made against us or any Owner or Supplier and any and all costs incurred by us as a result of your actions. This includes all legal costs of your own, the Supplier or Owner or Agent. You should be adequately insured for this situation.

All Party Members must follow the requests, instruction and conditions of us of Owners, Suppliers and Instructors and at all times behave in a responsible manner. Any health & safety instructions must be adhered to. Party Members must follow guidance for suitable clothing for any activities. Alcohol or drugs may not be consumed prior to, or during, an activity. If a Supplier considers a Party Member to be under the influence of alcohol or drugs, or not behaving in a safe and responsible manner, he/she may terminate the activity without liability or compensation by us or the Supplier.

If you are in contravention of any of these conditions, the Owner or any person in authority can refuse to hand over the property to you, or can repossess it, or terminate your activity or service. If this occurs, it will be treated as a cancellation by the Party Leader. In these situations no refund of any monies paid in respect of the booking will be made and the Agent or Owner will have no liability to the Party Leader or Party Members as a result of this situation arising (including for example any costs or expenses the Party Leader or Party Members incur due to not being able to occupy the property, or participate in an activity or service, such as the cost of securing an alternative property / accommodation/transport or activity). The Agent or Owner will also not be obliged to find any alternative accommodation. The Party Leader and Party Members must allow the Owner, the Agent, and any representative of either (including maintenance or repair staff) access to the property at any reasonable time during the occupation of the property (except in cases of emergency or where a problem needs remedying quickly - in these situations the Owner or Agent are entitled to enter the property at any time without giving prior notice).

We have a zero tolerance policy to noise outside of properties and any behaviour which causes a disturbance to neighbours or Owners. This is a legal requirement, and during this time environmental health officers can visit in response to complaints from neighbours which can result in a fine of £1000 or more. We do not accept abusive behaviour towards Owners, Staff, or Suppliers, or unacceptable behaviour such as shouting or foul language within earshot of neighbours which may be deemed a nuisance. If we are called out by Owners, neighbours or any other person due to a breach of this condition, your property will be repossessed and/or activity or service terminated. Please ensure your group members are all aware of this, to avoid any embarrassment. Thank you for your understanding.

Problems or Complaints

The Agent, Owners and Suppliers try very hard to ensure all Party Members have an enjoyable stay. In the unlikely event that there is any cause for complaint, please contact the Supplier immediately if any problem arises so that it can be speedily resolved. It is impossible to resolve difficulties properly unless the Supplier is promptly notified. In particular, complaints of a transient nature (for example preparation or heating of the property) cannot possibly be investigated unless soon after arrival. If the problem cannot be resolved, you must contact us as soon as possible. If you are not satisfied on your return you should write to us within 7 days of the completion of your Booking. On receipt of your letter we will investigate and reply to you within 14 days. Please note that it is often impossible to effectively investigate a complaint after you have vacated your property or activity, so we may not be able to help you or act on your complaint unless it is made during your stay or an activity or service.

Supplier terms of business

All of our Suppliers will have their own individual terms of business. If you wish to receive a copy of these, please contact us.

Liability

The Agent, Owner or Supplier shall have no liability for any death, personal injury, damage or loss of personal property. The Party Members must take all necessary steps to safeguard their personal property and the Agent specifically requests that all windows and doors in the property are closed and locked when the property is not occupied. No liability to the Party Members is accepted in respect of damage to or loss of such property.

Any vehicles are left at the property or activity entirely at the risk of the owner of the vehicle.

Weekend in the Country Limited researches and facilitates booking of property, services & other elements on behalf of the Party Leader and Party Members. All Suppliers are expected to be appropriately insured, but we are not responsible for the provision of the services, accommodation, activities or other elements, or for any acts or omissions of the Suppliers or its agents, employees, suppliers or subcontractors, or failure to deliver the services. We try to help you by advising on the locations of local attractions and services (such as restaurants, pubs, etc) but it is the responsibility of the Party Leader to ascertain the suitability of the attraction or service before making a direct booking. We do not accept any liability or responsibility for any attraction or service booked by you in these circumstances. We will not accept responsibility for any illness, injury, death, loss, damage, expense or any other claim whatsoever if resulting from the acts and/or omissions of any person or third party.

If the Agent or Owner needs to make changes or cancel the booking

In the unlikely event that a problem does occur the booking may have to be changed or cancelled. If a significant change has to be made or the booking has to be cancelled, the Agent will, if possible and as soon as reasonably practical, seek to identify an alternative property, activity, service or element of similar type and standard in a similar location for the same or similar time and date. If the Party Leader does not wish to accept a significant change or any alternative property, activity, service or element, or the Agent cannot find and offer a suitable alternative, the Party Leader will be entitled to cancel the booking and receive a full refund of all monies paid to the Agent and/or the Owner. The Party Leader should tell the Agent as soon as reasonably possible whether they wish to accept any change or alternative offered, or whether they want a refund. In the unlikely event that the Party Leader fails to tell us that they wish to accept any change or alternative property the Agent is entitled to assume the Party Leader wishes to cancel the booking and receive a full refund of all monies paid to the Agent. Please note the above options are not available where any change made is a minor change. Where the booking is significantly changed or cancelled, compensation may be paid at the Agent's discretion. Any compensation is limited to a maximum of £10 per person. Compensation will not be payable where any change or cancellation

results from "force majeure" (see below) or where the Party Leader has refused, without good reason, to accept an alternative property, activity, service or other element they have been offered. Please note, no compensation is payable for minor changes. No compensation is payable and the above options will not be available if the Agent cancels the booking as a result of the Party Leader's failure to comply with any requirement entitling the Agent to cancel (such as paying on time). A minor change is a change which, taking into account the information provided by the Party Leader at the time of booking or which the Agent can reasonably be expected to know, or could not reasonably expect to have a significant effect on the confirmed booking.

Circumstances beyond the Agent's or Owner's control (Force Majeure)

Except where otherwise expressly stated in these Booking Conditions, the Agent and/or Owner shall not be liable, jointly or individually, for any changes, cancellations, effect on the holiday, loss or damage suffered by the Party Leader or Party Members or for any failure by the Agent and/or Owner to perform or properly or promptly perform any of their respective obligations to the Party Leader or Party Members which is due to any event(s) or circumstance(s) beyond the Agent or Owners reasonable control (referred to as "force majeure" in these Booking Conditions). By way of example, force majeure includes fire, flood, extreme weather conditions, epidemics, break-in or other criminal damage, destruction or damage of the property by any cause (other than the Agent or Owners negligence) and all similar situations. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/ accommodation) will be payable in such circumstances by the Agent or Owner to the Party Leader or Party Members.

Information provided

The Agent aims to ensure that the information provided to the Party Leader about the properties, activities and other elements including prices (via the web site, leaflets, advertisements, brochures, etc), is accurate. However, information, facilities and prices do change from time to time and may be different to that advertised by the time the Party Leader comes to book. Facilities may have changed when the Party Leader and Party Members arrive at the property or activity. Whilst every effort is made to ensure the accuracy of all information, changes and errors occasionally occur. There may be small differences between the actual property, activity or element and its description, as Owners and Suppliers are always seeking to improve their properties and their facilities, and occasionally problems can mean that some facilities may not be available in which case the Agent will tell you as soon as any problems are identified. The Agent cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere. We cannot accept liability for any errors or omissions and we reserve the right to make changes and correct errors in our web site, brochures, quotes, etc, at any time.

Data protection

The Agent may need to process and store the Party Leader or Party Members personal details for administration of the booking. The Agent would like to keep your details to occasionally send you future brochures, emails or information about special offers. If the Party Leader does not wish to be kept informed, please advise the Agent. Thank you.

Law & Your rights

The contract is subject to English law and no other, and is formed in Blagdon, North Somerset, England. It is agreed that any dispute the Party Leader may have with the Agent or Owner will be dealt with by the Courts of England and Wales only unless the Party Leader lives in Scotland or Northern Ireland in which case proceedings may be brought in the Courts of Scotland or Northern Ireland respectively.

All of your elements are purchased separately, directly from different suppliers. Your Booking Form will detail the elements of your weekend, and the price for each element. This means that any bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations.

These Booking Conditions are correct as at 4 January 2012 but may be updated prior to your holiday. The booking is subject to the current booking conditions in place. Please address all correspondence to: Adrian Boots. Weekend in the Country Ltd. Ashcroft House, Ellick Road, Blagdon, Bristol, BS40 7TU.