

Cotswold Cottages

Terms and Conditions

For the purposes of these terms and conditions "CSMA Club", "our", "us" and "we" means the CSMA Club which is a trading name of Motoring & Leisure Services Limited.

For the purposes of these terms and conditions "you" means any party entering the terms and conditions for the provision of booking accommodation or pitches.

Cotswolds Cottages is a family complex. Our guests' enjoyment and safety is paramount and therefore we ask you read the following terms and conditions, combined with our code of conduct, before you make your booking as they do form part of your booking contract. Peak periods include Bank Holidays and School Holidays.

If you are entering into this agreement as a consumer that is, a natural person acting for purposes outside your trade, business or profession, you have additional protections. We have set these out in Clause 10

Definitions

"Bank Holidays" – any day in England on which the banks are closed for business.

"School Holidays" – any holiday which coincides with a period of time from which schools are closed and declared as a School Holiday by us.

1. Bookings

1. You must pay a non-refundable deposit of 25% of the total holiday cost. This is required at the time of making your reservation.
2. The balance due date will be identified on your deposit confirmation letter. The balance will then be payable by you 6 (six) weeks before the start date of your holiday.
3. If payment is not received by the balance due date your booking will be cancelled.
4. Reservations made within 6 (six) weeks of the arrival date must be paid in full at the time of booking.
5. Prices quoted include VAT at the current rate. We reserve the right to amend our VAT rate should the VAT rate change.
6. All bookings are provisionally reserved until we send to you written confirmation of the reservation. You will receive an acknowledgement email if you reserve

a booking online confirming we have received your provisional booking. Please note this will not mean that we have accepted your booking

7. Upon payment of your deposit we will send you written confirmation to include details of:

- a) your holiday dates;
- b) deposit paid;
- c) type of accommodation booked;
- d) number of people;
- e) outstanding balance information.

8. The contract between us, will only be formed once we have received your deposit and have sent to you the written confirmation.

9. It is your responsibility to check this information on receipt of the written confirmation and advise us immediately if anything is incorrect.

10. Any amendments or alterations to the booking may be made within 14 days of the Booking Date, without charge (Amendments).

11. Cancellations within 14 days of the Booking Date will be charged in line with the cancellation policy and are not classed as Amendments.

12. We will forward a copy of the code of conduct with your deposit and confirmation letter. This code of conduct forms the rules of the complex and failure to comply with the code of conduct by any member of your party will result in a breach of these terms and conditions. Any person in breach of the code of conduct and these terms and conditions will be asked to leave. In such circumstances no refunds or compensation relating to unused accommodation will be given. The code of conduct has been established in order that all our visitors get maximum enjoyment from their stay. Failure to comply may result in financial penalties, refusal of further bookings or expulsion from CSMA Club.

13. Amendments to your holiday booking 14 days after the booking date will incur a charge of £15, this is the cost to us for making any amendments to the booking.

14. Change of dates will be viewed as a cancellation of your original booking and will not automatically be transferable; cancellation charges will be applied.

15. We are a family complex, catering for families and

couples, and do not accept bookings from all male or all female parties of 3 or more persons without prior permission from management and for which conditions may apply such as damage deposit etc. We may impose restrictions on the number of bookings. We also reserve the right to refuse any booking.

16. Payments may be made by Visa, MasterCard, Maestro, Switch, Solo and Delta. If you wish to pay by cheque, cheques should be made payable to Motoring & Leisure Services Ltd. Cheques must be received within 7 days of the booking date for deposits.

17. No accommodation may be occupied by more persons than stated total occupancy levels. Only the members of the party named in the booking are entitled to occupy the accommodation.

18. Accommodation is available from 3pm on the start date of your holiday. Departure time for units is 10am. Please note that accommodation not vacated by the advised time will incur a further daily charge at the tariff rate. Please inform us in advance if your arrival time is expected to be after 8pm on your arrival date.

2. Late Payments

Interest on late payments will be charged at 4% above the Royal Bank of Scotland base rate, in addition to debt recovery costs. You must raise any queries relating to an invoice must be made within seven days of receipt of the invoice and should not delay the payment of any other amounts due and payable.

3. Cancellation

1. If you are compelled to cancel your holiday you should notify us by telephone on 0845 345 3429 and follow this with confirmation in writing, or by fax to 01273 744753 or by e-mail enquiries@motormuseum.co.uk
2. This communication must come from the person who made the booking and will not be acted upon until received in writing.
3. If you cancel 6 (six) weeks or more before your holiday date your deposit will not be refunded,
4. Should you cancel within the 6 week period before your holiday date you will forfeit your deposit and we will charge you £50 (fifty pounds).

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5. Should you cancel within 1 (one) week of your holiday date, no refund will be given and all monies will be forfeited.

6. We would advise that you take out adequate holiday insurance for your holiday with us. CSMA Club members can obtain competitive insurance through CSMA Club ; please contact us on 0845 345 7440.

4. Changes by us

1. We reserve the right to make amendments to your holiday , which may be necessary owing to circumstances beyond our control We will endeavour to inform you as soon as possible and will act reasonably at all times before opting to cancel any holidays you have booked.

2. In certain circumstances where amendments are not possible we reserve the right to cancel your holiday. On any such cancellation you shall be entitled to reimbursement of such monies including the deposit or a proportion of the same as have been paid by you to us.

3. We endeavour to provide facilities as advertised in the brochure. We reserve the right to alter, delete or close certain amenities or facilities, where circumstances beyond our control such as a Force Majeure event occurs. We shall act reasonably in all circumstances, however on certain occasions cancellations may occur without prior notice.

4. The operation of the premises is subject to guidelines as laid down by the Health and Safety Executive and Local Authorities and their codes of practice. We reserve the right to adjust our services to meet these standards. Every effort will be made, where possible to inform you of this in advance.

5. Force Majeure - we regret we cannot accept any responsibility or pay any compensation for such circumstances beyond our control such as natural disasters, strikes, lockouts or other industrial dispute, fires, technical problems, act of governments, acts of terrorism or extreme/unusual conditions. We shall refund all amounts you have paid on the occurrence of any Force Majeure event.

5. Special Requests

1. To assist us, it would be helpful if you could advise us

of any special requests or requirements at the time of making your booking, including allergies or any mobility difficulties. We cannot guarantee to fulfil these requests but will make every effort to assist.

2. We will note any requests for specific accommodation, however, we cannot guarantee exact locations, or adjacent units . We are happy to provide as much advice and information as possible to people with disabilities who wish to holiday with us. Please talk to us before making your booking as not all accommodation types are suitable for guests with disabilities and wheelchair access may be limited.

6. Use of accommodation

1. You shall not use or allow the use of the premises for any unlawful purpose or in any unlawful way.

2. You agree not to do anything or bring onto the premises anything which may endanger the use of the property or render invalid any insurance policy.

3. You specifically agree not to use the premises for the provision of any of the following:

- betting, gambling or lotteries including but not limited to sweepstake raffles or tombolas;
- adult entertainment;
- hazardous and flammable substances as listed under the Dangerous Substances and Explosive Atmospheres Regulations 2002.

7. Smoking and Pets

1. Smoking is not permitted in any accommodation or inside any buildings on the complex. There is a designated and sign posted smoking area. Pets may be permitted in some accommodation at an additional charge and subject to the code of conduct (clause 1.

12) There is a maximum of two pets in any pet unit and some restrictions apply. Please ask for a pet friendly unit at the time of booking.

2. Any pet-free unit found to have been occupied by a pet following your departure will result in a charge of £40 (forty pounds) being made for full cleaning of the unit. You agree we may charge this to your credit card. . Pets are not permitted on the furniture and should not be left unattended in the units at any time.

3. We reserve the right to gain access to all

accommodation units at any reasonable time to carry out essential repairs or maintenance.

4. Any lost or missing items should be reported immediately to the duty manager.

8. Damage

1. Any damage should be reported immediately to the duty manager.

2. In the event of damage to furnishings, contents of accommodation units or any other property belonging to us damage shall be calculated as the cost of repair of the damaged items , including but not limited to the cost of equipment, materials and labour.

3. Lost property will be kept for a maximum of 8 weeks. You are responsible for any postage and expenses for returning such items.

4. Whilst every effort is made to safeguard guests' property we cannot be held responsible or liable for any losses due to theft or damage caused to guests' personal possessions or property brought on to the complex or left in accommodation units after check out.

9. Supervision

1. Children remain the responsibility of their parent or guardian at all times. We appreciate that there will be high spirits on holiday but offensive behaviour, willful damage, unruliness and a lack of consideration for other guests is unacceptable. The staff and management should not be diverted from carrying out their day to day duties in order to deal with complaints from guests relating to unacceptable behaviour or breaches of the code of conduct.

Furthermore, staff cannot assume parental responsibilities.

2. CSMA Club Members may book one additional unit for occupancy by non members (for occupancy during the same period of time) at member rates. Any other additional unit will be charged at public rates.

3. CSMA Club membership is not transferable to any third party and you may not permit anyone to use your membership number to book accommodation or obtain member rates.

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4. You agree to report to us in writing of all accidents on the premises which involve injury to any individual within 5 (five) days of the accident occurring.
5. Portable electric generators are not permitted anywhere on the complex.

10. Our liability to Consumers

1. If you are a Consumer this clause 10 shall apply. If you are a business this paragraph does not apply to you; please refer to Clause 11 below.
2. These terms and conditions shall not affect your statutory rights. As a consumer, you have certain statutory rights regarding the cancellation of contracts and claims in respect of losses caused by any negligence on our part or failure by us to carry out our obligations. For further information about your statutory rights you should contact your local authority Trading Standards office or Citizens Advice Bureau.
3. As a consumer we will not be liable for losses that are not foreseeable to either party when you place your booking with us. Losses are foreseeable where they may be contemplated by you and us at the time the booking is confirmed.
4. We are not liable for: loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or waste of management or office time however arising and whether caused by tort (including negligence) breach of contract or otherwise, even if foreseeable.
5. Our liability arising out of or in connection with this Agreement is strictly limited to £5,000,000.

11. Our Liability to Businesses

1. If you are a Business this clause 11 shall apply. If you are a Consumer, this clause does not apply to you; please refer to clause 10
2. We are not liable for: loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or waste of management or office time however arising and whether caused by tort (including negligence) breach of contract or otherwise, even if foreseeable.
3. Nothing in Clause 11. 2 shall prevent you from claims for loss or damage that falls within Clause 11. 5 below,

or any other claims for direct financial loss that are not excluded by any of the categories stated in Clause 11. 2.

4. Our entire liability under or in connection with the Agreement shall not exceed the amount of our charges for the provision of the Services, except as expressly provided in this Agreement.

5. Nothing in this Agreement limits or excludes our liability:

- a) for death or personal injury caused by our negligence;
- b) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us
- c) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability

12. Data Protection

1. We acknowledge that for the purposes of the Data Protection 1998, we are the data controllers and data processor in respect of any Personal Data.
2. We shall only handle your personal information in accordance with the Privacy Policy attached to these terms and conditions.

13. Feedback

1. The enjoyment of your holiday is important to us and as such we provide the 'Promise of Fair Play', Maintenance cards and comment cards. Your valuable comments are used to monitor and improve our service to meet the needs of all our guests.
2. We ask you to notify a member of staff immediately in the unlikely event that our standards do not meet with your expectations. This will give us an opportunity to resolve any issues at the time. Please note there will be a duty manager available to answer any questions you may have during your stay.
3. We cannot accept liability in relation to any claim unless notified in writing within seven days from the end of your stay.