

The following booking conditions together with the general information are governed by and constituted in accordance with English Law. By proceeding with a Booking, you are deemed to have confirmed your acceptance, in full, to these Conditions:

1. **Scott Williams Villas Bruton Ltd, The Old Blue Ball, 2 Coombe Street, Bruton BA10 0EP, UK ("Scott Williams", "we", "us") is the duly authorised agent of the owner of the property intended to be let ("the Property"). These booking conditions and any booking made through us constitute a contract between you (as the intended visitor to the Property and which means all of you if more than one), the owner of the Property ("the Owner"), details of whom will be provided to you on request and us. All deposits paid (other than security deposits) are held to the order of, and passed directly upon receipt to, the Owner.**

Booking Procedure and Payment

2. A completed and signed booking form is required with a non-refundable deposit. This contract will be binding when we confirm receipt of your duly completed booking form, together with cleared funds for the full amount of the deposit; receipt and acceptance by us will be advised to you in writing (which may include by email).
3. Full payment of the booking charge is required no later than 8 weeks (i.e. on or before the 56th day) before departure.
4. If the Property is booked less than 8 weeks before departure, the full charge will be payable at the time of booking.
5. A security deposit will be required to cover the cost of any damage or breakages and the cost of any telephone and other services. Scott Williams will inform you of this by email as each individual house has its own requirements. The security deposit will be payable at the same time as the final payment of the booking. The deposit will be held by Scott Williams and will be returned within 3 weeks of you returning, less any deductions required by the Owner to cover the cost of damage caused to the Property or its contents during your stay.

Villa Prices

6. The applicable prices shall be as confirmed at the time a booking is requested and are calculated per week and in Sterling or Euros unless otherwise stated. You accept that all prices advertised are subject to change from time to time and without notice until acceptance of your booking has been confirmed by us.
7. Unless detailed as payable locally or as otherwise confirmed to you in writing, the price includes gas, electricity, water, weekly linen charge plus any maid service as specified or any other extra services specified at the time of booking.

Care and condition of the Property

8. The Property is let for holiday purposes only and may not be used for any other purpose without the written consent of Scott Williams. The number of any party shall not exceed the published capacity of the Property as stated on the Scott Williams website at the time of booking; you accept that the decoration, furnishings and items provided with the Property may differ from that shown in any brochure or literature available at the time of booking, due to necessary or other changes at the discretion of the Owner.
9. You must notify us as soon as possible after arrival if the Property is damaged in any way or, throughout your stay, if any other problems or damage occur(s), so that we may take appropriate steps and, if necessary, notify the Owner. Except for any damage notified to us upon arrival, all damage to the Property and any loss which, in each case, is apparent from an inspection of the Property after your departure, will be your responsibility to make good at your cost and you agree to fully indemnify the Owner in this respect. Any serious damage or misuse in relation either to the Property or items provided may, in Scott Williams' discretion and with the agreement of the Owner, result in your occupation being brought to an end early.
10. Scott Williams cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers, etc. nor for failure of public utilities (such as water and electricity). Scott Williams is not responsible for noise or disturbance originating beyond the boundaries of the accommodation or which is beyond our control.

Amendments or Cancellations by the Client

11. Any cancellation (for whatever reason) by you must be in writing by letter addressed to us at Scott Williams, The Old Blue Ball, 2 Coombe St, Bruton, Somerset, BA10 0EP. The effective date of cancellation will be the date on which we receive your written notification.
12. If you cancel 8 weeks or more before departure you will lose your deposit.
13. If you cancel within 8 weeks of departure, Scott Williams will be entitled to charge you a cancellation fee equivalent to the full holiday cost unless we are able to re-let the Property to another client. If re-let successfully, where the fee is at least equal to your full holiday cost, your balance will be returned in full; if the re-let is for a lower amount, the balance will be deducted from the amount to be returned to you, representing the loss to us from your cancellation.

Amendments or Cancellations by Scott Williams

14. In the unlikely event that it is necessary for Scott Williams to make an alteration or cancellation to any booking, we will inform you as soon as possible and, if requested, will try to arrange alternative accommodation of a similar type and standard in a similar location. If alternative accommodation is not requested or, where requested, is not available, all monies paid by you will be refunded in full and you accept (waiving all rights to claim on any other basis, save as provided in clause 18), that this represents an adequate remedy.
15. The information and any description (including photographs) supplied by Scott Williams in respect of any villa are shown in good faith as generally being available at the time of booking. Should local amenities vary or facilities not be available at certain times as a result of weather conditions or local circumstances, you acknowledge that Scott Williams cannot be held responsible.

Your responsibility

16. It is your responsibility to obtain all documents required for your holiday, to ensure these are in proper order and to take them with you and to ensure that you have a valid passport (note: it must be valid for at least 6 months beyond the date of your return) and the necessary visas.
17. It is your responsibility to keep all children and adults at the Property safe, especially around water. Neither Scott Williams nor the Owner will be held responsible for any accident that might occur as a result of you not being vigilant either inside or outside the Property. Children must be supervised by a responsible adult in the swimming pool at all times.

Our Liability and responsibility

18. Subject to the limitations set out in clauses 20 to 23 (inclusive), we agree to be responsible to you for any direct financial loss that you suffer provided such loss is as a direct result of misrepresentation by us concerning your booking; the maximum amount of our liability to you is set out in clause 24.
19. In order to be able to recover any loss at all from us, under clause 18, such loss must have been reasonably foreseeable, both at the time this agreement was entered in to and at the time a claim is made; you acknowledge that it would not be reasonable for us to be responsible for losses that were never in the contemplation of either of us at the time your Booking was confirmed and this agreement was entered in to.

Recovery from Others

20. To the extent that you are able to recover any loss suffered from a third party, such as through travel or other insurance or from anyone else, you agree to use all best endeavours to seek recovery in full from that third party before seeking to recover such loss from us; however, to the extent that you may have a claim, we require you to notify us of the nature and extent of the claim as soon as possible, so that we are aware of the potential claim and, if considered appropriate, have the opportunity to take such steps as we consider necessary to mitigate any loss or damage that you might suffer as a result of it.

No Liability for indirect or consequential financial loss

21. Our liability shall only extend to direct losses suffered by you in accordance with clause 18; to the extent that you may suffer any consequential, indirect or economic loss, of whatever nature, including loss of profit or wages, each of these are expressly excluded from the extent of our liability and you hereby waive any rights that you may otherwise have in law to claim such losses or damage.
22. You shall be wholly responsible for all items of property which belong to you and which you have with you during your stay. In acting as agent for the Owner, we shall not be liable for any act or default of the Owner under these Conditions or any letting made through us, as such liability shall be with the Owner; this may include withdrawal of the Property from rental, the Property being damaged to such degree that the Booking cannot commence or any alteration to the Property prior to your occupation – if we become aware of such circumstances prior to your arrival, we will try to alter your Booking under the provisions of clause 14.

Circumstances beyond our Control

23. Unless we say otherwise in these booking conditions, unfortunately neither we nor the Owner will be legally responsible either jointly or individually for any compensation if we or they are prevented or delayed from carrying out our responsibilities under these booking conditions as a result of events beyond our control. This means an event that we or the Owner could not, even with all due care, have expected to occur or which we or they could otherwise have avoided, including but not limited to:
 - 23.1. the breakdown of any equipment or machinery provided or made available to you, adverse weather or local conditions including flood, snow or storm, the inability of any person to deliver or supply goods (including the availability of transportation, food, utilities and other general requirements) for whatever reason, including the difficulty or increased costs in finding workers to provide or deliver such goods and services; and
 - 23.2. strikes and industrial action, lock-out or labour disputes, natural disaster, acts of terrorism, war, riot or civil commotion, sabotage or malicious damage, fire, accidents, keeping to any law or governmental order, rule, regulation or direction, local restrictions or bye-laws, local custom or Acts of God.

Maximum Liability to you

24. Save in respect of clause 26, our maximum liability to you, whether in contract, negligence, misrepresentation or otherwise and including any liability we may have to statutory interest, is limited to the total amount of commission actually received by us in relation to the Booking under these Conditions.
25. To the extent and only if we are aware of circumstances described in clause 23, we shall inform you of these in writing, stating that such cause has prevented or delayed us in performing our obligations hereunder, but we shall take all steps that are reasonable and within our power to comply with the provisions of this agreement as fully and promptly as possible.
26. Notwithstanding anything above, no provision of these Conditions shall operate to limit or exclude our liability for fraud or for death or personal injury caused by our negligence or breach of statutory duty.

Insurance

27. Scott Williams reserves the right to refuse to accept bookings from clients who are not adequately insured against holiday risks (including the cost of the booking). Evidence of full holiday insurance for all members of your party must be supplied at the time of booking.

Villa Arrival and Departure Times

28. You must arrive after 4pm (or 5:30pm depending on the villa) on the date of your arrival (if you arrive much later than the arrival time we would ask you to inform the local manager).
29. You must depart before 10am on the date of your departure.

Complaints

30. In the unlikely event that you have any complaint regarding the Property you must inform the property manager within 24 hours and in writing (including email) to Scott Williams within 36 hours. Failure to follow this procedure will mean that Scott Williams will have been deprived of the opportunity to investigate your complaint and take steps to rectify any issues whilst you were in resort and this may affect your rights under this contract.

Jurisdiction

31. This agreement is governed by English law and the courts of England and Wales have non-exclusive jurisdiction.

How we will use your Personal Information

32. We will only use your personal information as set out in our Privacy Notice (<https://www.scottwilliams.co.uk/privacy-notice-clients/>).