

## Terms and Conditions of Booking

The following terms and conditions of booking form the basis of your contract with the owner of your chosen property where you make a booking which we accept on the owner's behalf. These terms and conditions of booking also cover Scott Williams' role and responsibilities in respect of the bookings we arrange on behalf of our clients. By seeking confirmation of your booking, you are deemed to have accepted these terms and conditions of booking in full.

Please note, Scott Williams Villas Bruton Ltd ("Scott Williams") is the disclosed agent of the owners of the properties we feature on our website or are otherwise able to make available for holiday purposes. We do not act in any other capacity and do not enter into any contract with you in respect of the rental of your property which will at all times be with the owner. The owner's own terms and conditions (where they have them) will apply in addition to these terms and conditions of booking and in the event there is any conflict between any provision of these terms and conditions of booking and the owner's terms and conditions, the relevant provision of the owner's terms will take precedence. A copy of the owner's terms will be made available at the time of booking or earlier on request where Scott Williams has received these.

As agent, Scott Williams' responsibilities are limited to the provision of information in respect of properties which may be suitable for your requirements, facilitating your booking of your chosen property where requested to do so and otherwise communicating between you and the owner in respect of your booking. The information we provide is obtained from the owners or their representatives and is passed on in good faith.

**1. In these terms and conditions of booking, the following words have the following meanings:**

- a. "Lead Name" means the person who makes the booking (who must be at least 18) and with whom we communicate in respect of that booking (and any substitute for them);
- b. "Owner" means the owner(s) of the Property or anyone else with authority to make the same available for holiday letting purposes;
- c. "Owner's Terms" means the terms and conditions of the Owner which apply to your rental of the Property and which are additional to or separate from these terms and conditions of booking;
- d. "Property" means the property you have chosen to book including without limitation, the contents, garden, swimming pool, other outside areas, facilities and services;
- e. "Start Date" means the date and time from which you will be able to have use of the Property;
- f. "We" means Scott Williams acting in the capacity of disclosed agent for the Owner (except where otherwise specifically stated);
- g. "You" and "party members" means all persons on whose behalf a booking is made and who stay or are intending to stay at the Property including the lead name, or any of them as the context requires.

### **Booking Procedure and Payment**

2. Availability, the applicable price and any other terms will be confirmed at the time of booking together with the applicable deposit. The deposit paid will not be refundable except as set out in these terms and conditions of booking. The lead name must be authorised to make the booking on behalf of all party members. Where you book 8 weeks (56 days) or less before the start date, full payment of the total cost must be made at the time of booking.
3. A binding contract between the Owner and the lead name will come into existence when we confirm your booking in writing (which includes e-mail) following receipt of your cleared funds for the full amount of the payment due at the time of booking. This contract will be subject to these terms and conditions of booking and the Owner's Terms (where they have their own T&Cs).
4. Full payment of the total cost of your booking must be received by us no later than 8 weeks (i.e. on or before the 56th day) before your start date.
5. A security deposit may be required to cover the cost of any damage, breakages or loss affecting the Property during your stay and the cost of any telephone and other services for which an additional charge applies. If a security deposit is payable, the details will be shown on your invoice as each individual house has its own requirements. The security deposit must be paid at the same time as the final payment of the booking cost. Any security deposit will be held by Scott Williams on behalf of the Owner and will be returned to the lead name within 3 weeks of the end of your stay, less any deductions which may be required by the Owner to cover the cost of any damage, breakages or loss which has occurred during your stay. If no security deposit is payable, you will be directly responsible to the Owner for the cost of any damage, breakages, loss and services (for which an additional charge applies).

### **Villa Prices and Additional Services**

6. The applicable price of your chosen Property will be as confirmed at the time a booking is requested. All prices 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 on behalf of the Owner.
7. Unless detailed as payable locally or as otherwise confirmed to you in writing, the price includes gas, electricity, water, weekly linen change plus any maid service as specified and any other extra included services specified at the time of booking. There may be an additional charge in the event of excessive usage of any included service.
8. Local tourist and other taxes may be payable in addition to the cost of your booking.
9. Where we are asked or agree to arrange any additional services, such as taxi transfers (including by water), we do so solely as your agent and without any liability on the part of Scott Williams for the performance of those services or for the acts or omissions of the provider of the services. Scott Williams does not receive any payment in respect of any such service which will usually be made to the service provider at the time (via a local agent). For any such service, you will have a contract with the service provider which will be subject to the service provider's terms and conditions.

10. For some properties, a cook is provided who will prepare agreed meals for you. The cost of all food and drink purchased will be payable locally. Special diets/allergies should be notified to Scott Williams in writing at the time of booking. However, it is not always possible for special diets to be catered for, particularly in some destinations. No guarantee as to the availability of any special diet can be given. If you suffer from any potentially life threatening allergy, please consider whether the holiday arrangements you are considering are likely to be suitable. Whilst dietary restrictions of which we are notified in writing in good time before departure (including food related allergies) will be passed on to the Owner, neither Scott Williams nor the Owner can guarantee that such restrictions will always be observed and accordingly do not accept liability if they are not. Cooks/ local staff may not speak English either at all or with any great degree of fluency and may not in any event be able to avoid the food element to which you are allergic or appreciate that the food they are cooking contains this. You must satisfy yourself that any food you consume will not cause an allergic reaction.

#### **Care and condition of the Property**

11. The Property is let for holiday purposes only and may not be used for any other purpose without the written consent of the Owner. The number of persons staying at the Property (including children and infants) must 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 at the Property may differ from those shown on our website or in any brochure or other material available at the time of booking, as changes may be made at any time at the discretion of the Owner.
12. You must notify the property manager and Scott Williams as soon as possible after arrival if the Property is damaged in any way or if there are any missing items or anything which is not working or, promptly throughout your stay, if any other problems or damage occur(s), so that we/the property manager may arrange for the issue to be dealt with and notify the Owner where appropriate. Except for any damage or other issues which are notified to us/the property manager as soon as reasonably possible after arrival, all damage, breakages or loss to the Property (“damage”) which occurs during your stay will be your responsibility to make good at your cost. An inspection of the Property will be carried out at the time of your departure or shortly after during which any damage will usually be identified (if not previously notified by you). However, any damage will still be your responsibility even if only discovered at a later stage including after any security deposit has been returned. If any damage which should have been apparent on arrival at the Property is not promptly reported, the Owner is entitled to assume that it in fact occurred during your stay.
13. Where the cost of remedying any damage can initially only be estimated and payment is made on this basis, you will be responsible for paying any additional amount once the final/actual cost is known. Similarly, if the actual/final cost is less than the estimated payment, the additional amount will be refunded by the Owner. All claims relating to or arising from any damage are for you and the Owner to resolve directly and do not concern Scott Williams. In our capacity as agent for the Owner, we will, where appropriate and to the extent we are reasonably able to, endeavour to assist in resolving any dispute which may arise but without any liability on our part.

14. Any serious damage to or misuse of the Property or serious breach of the terms of your contract with the Owner entitles the Owner to terminate your contract and bring your use and occupation of the Property to an end, without prior warning where the circumstances justify this. In this situation, neither the Owner nor Scott Williams will be responsible for making any refund or meeting any expenses or costs you incur as a result and will not have any further or other liability to you.
15. In the event of any breakdown or failure of mechanical equipment such as pumps, boilers, etc. or any problems with public utilities (such as water and electricity), please advise the Owner/Owner's representative and Scott Williams straight away. Once we are aware of any such issue, we will liaise with the Owner with a view to resolving the situation as soon as possible. Neither Scott Williams nor the Owner have any liability for any such problems. Similarly, in the event of any noise or disturbance, please advise the Owner/Owner's representative and Scott Williams without delay. We will endeavour to assist where we can. Neither Scott Williams nor the Owner have any liability for any noise originating beyond the boundaries of the Property, or which is beyond the Owner's control.

#### **Amendment or Cancellation by you**

16. In the event that you need to cancel your booking for any reason after confirmation, you must notify us as the Owner's agent in writing by letter addressed to Scott Williams Villas Bruton Ltd, 15 High Street, Bruton, Somerset, BA10 0AB. Your notice of cancellation may also be sent to us by e-mail to [info@scottwilliams.co.uk](mailto:info@scottwilliams.co.uk). The effective date of cancellation will be the date on which we receive your written notification if received during the hours the Scott Williams office is usually open but, if outside these hours, when the office is next open.
17. The charges which will apply to your booking in the event of your cancellation will depend on the Owner's terms and conditions (where they have their own T&Cs) otherwise these booking terms and conditions will apply. The cancellation charges shown below are typical but higher/different ones may apply. Where this is the case, we will advise you at or before the time of booking.
18. If you cancel 8 weeks or more before your start date, you will lose your deposit. Scott Williams will be entitled to be paid its commission from the deposit and the balance of this will be retained by the Owner.
19. If you cancel within 8 weeks of your start date, the Owner will be entitled to charge you a cancellation fee equivalent to the total cost of your booking unless we, as the Owner's agent, or the Owner are able to make a replacement booking of the Property for the period of your holiday. If we are able to do so where the amount received for the replacement booking is at least as much as the cost of your holiday, you will receive a refund of your booking cost less your deposit (which the Owner is entitled to retain). Where the amount received for the replacement booking is less than the cost of your booking, both the difference in cost and the deposit will be deducted from your booking cost and the balance refunded to you. In the event that any additional expenses are incurred in obtaining a replacement booking, such as the payment of commission to a third party, these too will be deducted from any refund.
20. You should ensure that you have personal travel insurance to cover the risk of cancellation for reasons outside your control such as illness or accident which prevents you travelling. Where you cancel for a reason which is covered by insurance, you must pay the applicable cancellation charges and then seek a refund of these from your travel insurer.

### **Amendment or Cancellation by the Owner**

21. Occasionally, the Owner may need to make a significant alteration to, or cancel, a booking. If this happens, we will inform you as soon as possible after we are made aware of the alteration or cancellation. If you are not prepared to accept any significant alteration, you will be entitled to cancel your booking. In the event of cancellation, we will arrange for you to receive a full refund of the booking cost from the Owner. If you request us to do so, we will try to arrange alternative accommodation of a similar type and standard in a similar location. The Owner has no liability to you beyond the refund of the booking cost.
22. Scott Williams has no liability for any cancellation or alteration of the booking by the Owner and accordingly no responsibility for any costs, expenses or losses you incur as a result such as, for example, the cost of any flights or other arrangements you have made in connection with your booking of the Property.
23. The information and any description (including photographs) provided by Scott Williams are intended in good faith to show the villa or other property as generally available at the time of booking. However, changes affecting the Property or local area may have occurred by the time of your stay. Should local amenities or facilities vary, have been withdrawn or not be available for any reason including as a result of weather conditions, insufficient demand, maintenance / repair or local circumstances, neither Scott Williams nor the Owner will be responsible.

### **Your responsibility**

24. 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. The lead name must ensure that all party members have a valid passport (note: many countries require that passports are valid for at least 6 months beyond the date of your return) and any necessary visas.
25. 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.
26. Your personal property is at all times your sole responsibility. You must ensure you take appropriate steps to safeguard it at all times including while you are in occupation of the Property. You must also ensure it is protected by sufficient and appropriate travel insurance. Neither Scott Williams nor the Owner will have any liability in the event of any loss, damage or theft of personal property in any circumstances including as a result of any break in at the Property. The Owner's house insurance does not cover your personal property.
27. Your Property may have "house rules" which apply during your stay. Please ensure you read these on arrival and observe them at all times. Breach of house rules may entitle the Owner to terminate your occupation of the Property.

### **Liability of the Owner and Scott Williams**

28. The Owner may exclude or limit their liability to you in respect of any breach of contract, negligence or other fault on their part (including without limitation, in respect of the acts and/or omissions of the Owner, their employees, agents, suppliers and other third parties who provide any services in respect of or in connection with the Property) which may otherwise give rise to an entitlement on your part to claim damages. Any such exclusion or limitation will usually be found in the Owner's Terms which we will make available to you at or prior to the time of booking where we receive these from the Owner (where they have their own T&Cs). Please bear in mind that any such exclusion or limitation will be subject to the laws of the country which apply to your contract with the Owner which will generally not be English law. Except for any personal injury or death caused by the negligence of the Owner or any employee of the Owner (in the course of his employment), the Owner's liability in respect of any booking is limited to the total cost of the booking after deduction of the commission payable to Scott Williams.
29. Scott Williams is the disclosed agent of the owners of the properties we feature on our website or are otherwise able to make available for holiday purposes. We do not act in any other capacity and do not enter into any contract with you in respect of the rental of your property which will at all times be with the Owner. As agent, our responsibilities are limited to the provision of information in respect of properties which may be suitable for your requirements, facilitating your booking of your chosen property where requested to do so and otherwise communicating between you and the owner in respect of your booking. Scott Williams does not have any liability in any capacity (whether as agent for the Owner or otherwise) in respect of the performance of your contract by the Owner, the Property in any respect including your occupation and use of the same or for the acts and/or omissions of the Owner, their employees, agents, suppliers and other third parties who provide any services in respect of or in connection with the Property.
30. The information we provide is obtained from the owners or their representatives and is passed on in good faith. Scott Williams does not have any liability in any capacity in respect of any such information, including for any errors, inaccuracies or misrepresentation it may contain. We will of course notify you of any material error, inaccuracy or misrepresentation as soon as reasonably practicable if we become aware of the same.
31. Neither the Owner nor Scott Williams is liable in any circumstances for any indirect or consequential loss or damage or for any sum which relates to or arises from any business including without limitation, self-employed loss of earnings.
32. In the event of Scott Williams being found to have any liability to you in any capacity or on any basis, such liability will be limited to a maximum of the total commission which we have received or are entitled to receive from the Owner in respect of your booking.
33. Nothing in these terms and conditions of booking excludes or limits the liability of Scott Williams or the Owner for any death or personal injury which is caused by Scott Williams or the Owner or any employee of the Owner or Scott Williams whilst acting in the course of their employment.

### **Circumstances beyond the Control of the Owner / Scott Williams**

34. Neither the Owner or Scott Williams will be responsible for any damage, loss, expenses, costs or other sum of any nature which you suffer or incur as a result of any event or circumstances which is outside the control of the Owner or Scott Williams (as applicable). In relation to the Owner, this means the Owner will not be liable for any failure to perform or improper performance of their contract with you which is the result of an event or circumstances beyond the Owner's control. Such events and circumstances include, but are not limited, to the following;
- a. the unexpected breakdown or failure of any equipment, machinery or facilities provided or made available to you at the Property or the failure, interruption or restriction of any public utility (such as electricity or water);
  - b. adverse weather or local conditions including flood, snow, storm, drought and exceptional temperatures (including the effect of any such conditions on the ability of any person to deliver or supply goods or provide services;
  - c. strikes, industrial action, lock-out or labour disputes, natural disaster, acts of terrorism (threatened or actual), war, riot or civil commotion, sabotage or malicious damage, fire or accidents, infectious disease, sickness or pandemic and government measures to combat such outbreaks, and
  - d. compliance with any law or governmental order, rule, regulation or direction, local restrictions or bye-laws or local custom.

### **Insurance**

35. All persons staying at the Property must have sufficient and appropriate travel insurance for the full duration of their holiday. This insurance must include cover for any liability you may incur for damage or loss to the Property (whether caused accidentally or deliberately by you or anyone who is at the Property at your invitation or with your permission) during your stay. Details of your travel insurance must be entered onto the booking form and any further information about your insurance provided if requested. As agent for the Owner, we reserve the right to refuse to accept a booking where we are not satisfied that appropriate travel insurance has been or will be obtained.

### **Villa Arrival and Departure Times**

36. You must arrive after 4pm (or 5:30pm depending on the villa) on the date of your arrival. If you expect to arrive much later than the arrival time (including where you are delayed on route), we would ask you to inform the local manager using the contact details you have been provided with.
37. You must leave the Property before 10am on the date of your departure.

### **Complaints**

38. 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 (in its capacity as agent for the Owner) will have been deprived of the opportunity to investigate your complaint and take steps to rectify any issues whilst you are on holiday and this may affect any right you may have to claim compensation where applicable. Please also see clause 12 above.

## **Governing law Jurisdiction**

39. Your relationship with Scott Williams, including those parts of these terms and conditions of booking which affect that relationship, is governed by English law. In the event of any dispute, claim or other matter of any description arising between you and Scott Williams (as opposed to between you and the Owner), this will be subject to the exclusive of the courts of England and Wales.

40. Your contract with the Owner will be subject to the governing law and jurisdiction specified in the Owner's Terms. This will usually be the law and courts of the country where the Property is located or where the Owner is resident.

## **How we will use your Personal Information**

41. Your personal data will used as set out in our Privacy Notice <https://www.scottwilliams.co.uk/privacy-notice-clients/>

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Scott Williams Villas Bruton Limited registered in England and Wales at 15 High Street, Bruton, Somerset, BA10 0AB Registered number 10075226.