

Terms and Conditions of Business of The Country Castle Company Limited

(Company Registration Number 06078381)

1. Glossary and Interpretation

1.1 In these Terms and Conditions the following words and phrases have the following meanings:

‘Guest’ means the people hiring the property and making the booking, whether on their own or representing a group.

‘Group’ refers to all or any members of the Guest’s group of persons hiring the property.

‘Visitors’ refers to all or any persons visiting the property during the Booking at the request of the Guest or Group. For the avoidance of doubt this definition does not include any animals or pets whatsoever.

‘Owner’ means the owner or a representative of the owner of the Property that you are hiring.

‘Property’ means the property that you are hiring and includes where applicable any garden area, driveway, outbuildings or facilities such as tennis courts and swimming pools. It also

includes all fixtures and fittings at the Property and any equipment or appliances.

‘Letting Agreement’ means the Agreement between the Owner and the Guest

‘Booking’ shall be interpreted accordingly as being the period referred to in the Letting Agreement and Confirmation Letter

‘Booking Fee’ is the entire price of booking the Property and any services provided or arranged by the Owner.

‘Confirmation Letter’ shall mean that letter, whether by e-mail, fax, post, or otherwise, sent by The Country Castle Company Ltd to the Guest as provided for by these Terms and Conditions

‘Supplier’ or ‘Suppliers’ means the supplier of any further services arranged during the Booking through The Country Castle Company Ltd being services other than those arranged through the Owner.

‘Damage Deposit’ means that sum payable by the Guest as security for costs incurred by the Owner and/or The Country Castle Company Ltd in respect of damage caused by the Guest, Group or Visitors to the Property.

‘You, your, yours’ means and refers to the Guest or any member of the Group or any Visitor.

‘We, ours, our, us’ means and refers to The Country Castle Company Ltd whether trading as The Country Castle Company Limited, or The Country Castle Company or any other name

1.2 In these terms and conditions references to the masculine shall, where the context permits, also include the feminine and references to the singular shall, where the context permits, also include the plural, where appropriate.

1.3 The headings in these terms and conditions are included for ease of interpretation and are not intended to, nor do they form part of, the Terms and Conditions of Business.

2. Contract and Terms

2.1 The Country Castle Company Ltd acts as an agent of the Owner to arrange short-term lettings (Bookings) of properties. The Letting Agreement is made between the Owner and the Guest and it is acknowledged that the Country Castle Company Ltd is not a party to that Letting Agreement.

2.2 These Terms and Conditions set out the basis of the arrangement between the Guest and The Country Castle Company Ltd. The basis of the arrangement between the Guest and the Owner is set out in the Letting Agreement. No employee or agent of The Country Castle Company Ltd has the authority to vary these terms orally or make any representation on behalf of The Country Castle Company Ltd or the Owner as to their effect. No addition or variation of these terms shall be binding on The Country Castle Company Ltd unless confirmed in the Confirmation Letter. The Country Castle Company Ltd are not bound by any verbal or other arrangements or agreements made or purported to be made unless these are expressly confirmed in writing in the Confirmation Letter.

2.3 The Country Castle Company Ltd may where requested and the context permits arrange additional services or supplies on behalf of the Guest during the Booking of the Property. It is acknowledged that any agreement entered into by the Guest in respect of such services or supplies is between the Supplier and the Guest and is governed by the terms and conditions of the Supplier. The Country Castle Company Ltd does not offer any terms or warranties as to the availability, suitability, quality or standard of any such services or supplies.

2.4 The Terms and Conditions set out herein shall prevail over any terms put forward by the Guest and no conduct of The Country Castle Company Ltd shall constitute acceptance of any terms put forward by the Guest.

2.5 These Terms and Conditions comprise all of the terms and conditions as between the Guest and The Country Castle Company Ltd and no other statement, written or oral, including any statements in any brochure or promotional literature of The Country Castle Company Ltd, with the exception of the Confirmation Letter, shall be incorporated into the contract or have legal effect.

3. Booking Arrangement and Fees

3.1 These Terms and Conditions will be entered into when The Country Castle Company Ltd receives payment of the initial deposit and sends a Confirmation Letter to the Guest. All parties will be subject to all the Terms and Conditions as set out in this document as if they were included in full within the Confirmation Letter.

3.2 The Country Castle Company Ltd may in its absolute discretion whether on its own behalf or on behalf of the Owner or any Supplier refuse any booking prior to sending a Confirmation Letter. In this case any money paid will be returned to the Guest. No interest will be paid on any monies held by us.

3.3 All lettings and services advertised or quoted are subject to availability and prices can change without notice. Your dates and price are confirmed when The Country Castle Company Ltd sends a Confirmation Letter.

3.4 All prices or cost mentioned by The Country Castle Company Ltd are subject to written confirmation by The Country Castle Company Ltd and are not binding upon them unless confirmed in writing. Any quoted price is valid for a period of 40 days from the date of the written quotation (or shorter if stated in the written quotation) and any booking or arrangement must be made within this period. If the booking or arrangement is not made within this period then The Country Castle Company Ltd reserves the right to withdraw that price or quotation.

3.5 The Country Castle Company Ltd cannot be held responsible for any problems or delays that arise from circumstances beyond their control. We advise and request that the Guest contact us immediately if they believe that their Confirmation Letter has not been received.

3.6 It is the responsibility of the Guest to check that all the details noted on the Confirmation Letter are correct. If the details are not correct the Guest must inform us within 10 days of the date of the letter. The Country Castle Company Ltd is not responsible for any losses resulting from any failure of the Guest to comply with this requirement.

3.7 It may be that the Country Castle Company Ltd sends you the Confirmation Letter or other correspondence or notices electronically through e-mail. It is the responsibility of the Guest to check their e-mails regularly. It is the responsibility of the Guest to notify us at the time of Booking if you do not wish to receive communication from us in this way.

3.8 The Guest is responsible for making all payments due in relation to the Booking or any other services provided. It is the Guest's responsibility to ensure that all payments are made in full and on time. The Country Castle Company Ltd shall issue a receipt when we receive your payment. Please contact us immediately if you have not received confirmation of your payment.

4. Special Needs

4.1 The Country Castle Company Ltd does not warrant that a property is free of any allergen including (but without limitation) pet hairs, pollen, nuts or feathers. Neither we nor the Owner (or their employees, cleaners, or other staff) can accept any liability whatsoever for any illness, damage, or suffering which may occur as a result of an allergen having been present.

4.2 Due to the nature of the properties it is not guaranteed that Guests with reduced mobility will be able to access all areas or use all facilities. It is the responsibility of the Guest to satisfy themselves in relation to any mobility or access restrictions.

4.3 Registered guide and support dogs are only allowed in a Property if notified at the time of booking and confirmed in the Confirmation Letter. Direct damage as a result of the presence of any such animals, or additional cleaning that may be required will be charged to the Guest.

5. Warranties made by the Guest

5.1 By making the Booking the Guest warrants to the Country Castle Company Limited that:

- (a) Unless specifically stated otherwise at the time of booking and expressly confirmed in the Confirmation Letter that it and all of the members of any group or their invitees are at least 18 years of age at the time of booking; and
- (b) He is so authorised to make a Booking on the basis of these Terms and Conditions by all members of the Group and that all other members of the Group agree and accept that the Booking is subject to these Terms and Conditions; and
- (c) He accepts that it is acknowledged that it is the sole responsibility of the Guest to make any payment in full whether or not monies have been collected from all members of his group; and that
- (d) No animals pets or other livestock will be brought or allowed onto the Property without the express prior written permission of the Owner.

5.2 Any restriction on the Guest also operates as an obligation not to permit or allow the mischief contemplated in the restriction

6. Schedules and Terms of Payment

6.1 A non-refundable Initial Deposit of 30% of the total Booking Fee is payable by the Guest to reserve specified dates and quoted prices. This sum must be paid before the Confirmation Letter will be issued.

6.2 A further non-refundable payment of 30% of the total Booking Fee is payable 6 months before the start agreed for the Booking. If a Booking is made less than 6 months in advance of the start of the Booking, then the payment contemplated in this clause 6.2 and the deposit referred to in clause 6.1 are payable immediately.

6.3 The remaining 40% of the total Booking Fee is payable 3 months before the start of the Booking. If a Booking is made less than 3 months in advance of the start of the booking, the entire Booking Fee is payable immediately.

6.4 A refundable damage deposit is payable in respect of each Booking. The amount is as stated in the Confirmation Letter and is set at the discretion of the Owner. It is payable 30 days before the start of the Booking.

6.5 Payment, payment terms, and the terms and conditions for any Service or Supply are governed by the terms and conditions of the Supplier or Suppliers and are not the responsibility of The Country Castle Company Ltd whether or not any such amount is included in the Booking Fee.

6.6 No interest is payable to the Guest in respect of any monies held or paid to The Country Castle Company Ltd and no credit for interest on monies held will be given to the Guest.

6.7 The Country Castle Company Ltd cannot accept cheques from outside of the UK under any circumstances and cannot accept UK cheques less 6 weeks before the start of the Booking.

6.8 The Country Castle Company Ltd reserves the right to make a charge for credit card payments and you will be informed of this at the time of booking if this is the case.

6.9 All prices quoted are inclusive of VAT unless otherwise stated. No discounts or allowances will be made unless stated within the Confirmation Letter.

6.10 A reminder will be sent to you before any payment is due but it is the responsibility of the Guest to ensure that payment is made promptly and without delay on the dates on which payments fall due.

6.11 It is the responsibility of the Guest to contact us immediately if you believe that you cannot make a payment on time.

6.12 If any payment due in relation to your Booking is not paid by the appropriate date, The Country Castle Company Ltd on behalf of the Owner is entitled to assume that you wish to cancel your Booking and cancellation charges as outlined in the Terms and Conditions in respect of the administrative work required will apply. We will inform you in writing no later than 2 weeks after the payment was due should this be the case.

6.13 The Guest may not set-off against any sums owed to The Country Castle Company Ltd any sums due from The Country Castle Company Ltd any Supplier, or the Owner to the Guest. No set-off or deduction or abatement shall be made on the grounds of any alleged shortfall, defect, or failure to conform to description, specification, or any other breach by The Country Castle Company Ltd whatsoever.

6.14 Unless alternate terms have been stated in these Terms and Conditions if a due date is required to be implied as the date for payment of the Booking Fee (whether by requirement or operation of law or otherwise) then unless stated on an invoice payment must be made within 28 days of the date thereof.

7. Cancellation and Alteration

7.1 Alterations to the Booking may only be made at the absolute discretion of The Country Castle Company Ltd.

7.2 If you wish to cancel or alter the Booking please contact us and confirm in writing to the address as shown on the Confirmation Letter or address that we may subsequently give you. If you attempt to cancel or alter your booking by telephone, fax, or email the cancellation will only take effect when The Country Castle Company Ltd acknowledges your request in writing. We will issue an acknowledgement no later than 5 working days after we have received your request.

7.3 In the event of any alteration we may charge an administration fee that will be notified to you at the time of the request. You may also be required to pay for any additional costs in respect of the alteration. No changes will be confirmed until we receive this payment from you and the changes will only take effect when confirmed in writing by The Country Castle Company Ltd.

7.4 In the event of a cancellation requested by the Guest, any monies already paid will be forfeit to us. The Cancellation Date will be taken to mean the date when The Country Castle Company Ltd confirms, in writing, your request to cancel. Please contact us if you believe that your letter has not been received.

7.5 The Country Castle Company Ltd cannot be held responsible for any problems or delays by reason of circumstances beyond our control. Any letter of cancellation must be sent by recorded delivery and be marked for the attention of the Cancellation Department and be sent to the address on the Confirmation Letter or an address that we subsequently give you for the purpose.

7.6 The Country Castle Company Ltd shall not be liable for any failure of performance due to act of God, war, strike, lock-out, industrial action or protest, shortage in goods or materials, fire flood storm or any other event beyond the control of The Country Castle Company Ltd, including acts undertaken by the Owner. This may however affect your Booking and we strongly advise that you take insurance against any such eventualities.

7.7 In the event that a significant change has to be made to your Booking or services, The Country Castle Company Ltd will attempt to contact you immediately by telephone fax or email and confirm with a letter. We will issue a letter detailing these changes by recorded delivery no later than 3 working days after we have been made aware of the problem. Whether or not a change or event is significant is at the absolute discretion of The Country Castle Company Ltd.

7.8 Where appropriate The Country Castle Company Ltd will, if possible, offer an alternative Property or Service of a similar type and in a similar location from our group of Owners and Suppliers. In the event that further or additional costs may be payable in respect of that alternative then the Guest shall pay the additional monies due to The Country Castle Company Ltd at the time the alteration is made. If the alternative is at a lower price, you will receive a refund where applicable. No interest will be paid by The Country Castle Company Ltd.

7.9 It is the responsibility of the Guest to notify us whether or not you wish to accept any change or alternative offered. If you do not confirm to us that you wish to accept a change or alternative within 30 days of us making an alternative offer to you we are entitled to assume you wish to cancel your Booking. The Country Castle Company Ltd may at its discretion charge an administration fee in these circumstances.

7.10 If you do not wish to accept a significant change or any alternative offered, the Country Castle Company Ltd will seek a refund of monies already paid from the Owner on your behalf. Whilst we will make every effort to arrange alternatives or a refund from the Owner, it is for the Guest to take out any relevant cancellation insurance that may be available to cover the letting cost and additional costs should your chosen property or dates become unavailable. No compensation, expenses, costs or other sums of any description will be payable to you in such circumstances by The Country Castle Company Ltd.

7.11 Neither the Owner nor The Country Castle Company Ltd is responsible for the use or development of any neighbouring or adjoining land or land outside the ownership or control of the Owner. No compensation will be paid in the event of any activity development building or event being carried out or held on neighbouring or adjoining land outside the control of the Owner.

7.12 The Country Castle Company Ltd is not responsible for the impact of any changes to the locale of the Property and how those changes may effect or change your use and enjoyment of the Property or the area in which it is situate.

8. Damage Deposit and Damage to the Property and Settlements of outstanding payments

8.1 The Guest agrees to keep the Property clean and tidy throughout the Booking and will leave it at the end of the Booking in the same condition, state, and repair in which they found it on their arrival. Any defects or breakages that become apparent to the Guest at the start of the Booking must be notified to The Country Castle Company Ltd immediately upon discovery. Unless any such matters are reported, the Guest accepts that the Property was received in a clean and tidy condition and in good repair.

8.2 The Guest Agrees to settle all outstanding payments, bills or invoices relating to the Booking or services before leaving the property at the end of the Booking.

8.3 Should the Guest or any member of his Group or Visitors cause any damage to the Property or create a need for extra, or in the opinion of the Owner, excessive, cleaning of the Property or the Guest or Group fail to settle outstanding payments The Country Castle Company Ltd or the Owner may recover the outstanding monies.

8.4 Your Damage Deposit will be used first before any additional charges are made. You will be notified in writing of the details of any extra costs incurred within 10 days after the end of your Booking. The Country Castle Company Ltd reserves the right to make a charge to the Guest's credit card for up to 30 days from the end of the Booking should the damage deposit be insufficient to cover the costs.

8.5 The Country Castle Company Ltd may also charge the Guest for any loss of income incurred by The Country Castle Company Ltd, and or the Owner, should damage or loss caused by the Guest or his Group or Visitors prevent The Country Castle Company Ltd, the Owner or Supplier/s from fulfilling other lettings or contracts entered into with any party.

8.6 Overdue accounts may at the discretion of the Country Castle Company Ltd (and without reference to the Guest) be passed to a debt recovery specialist and a transfer or administration charge will be added to the account. Any fees chargeable or expenses incurred by the debt recovery specialist and The Country Castle Company Ltd shall be payable in addition to the outstanding amount and any fees or expenses that may have accrued thereon in accordance with these Terms and Conditions.

8.7 Nothing in these terms and conditions shall prevent either The Country Castle Company Ltd or the Owner taking legal action against the Guest in respect of any damage to the Property or consequential loss to them and the Terms and Conditions shall not serve to limit any compensation or damages that may be claimed in that regard.

9. Access to the Property

9.1 Unless otherwise stated in the Confirmation Letter you must arrive after 2pm on the first day of the Booking and must depart before 12pm on the last day of the Booking. If you are expecting to arrive after 7.30pm on the first day of the Booking you must contact the Owner, their representative, or us, as stated on your Confirmation Letter. Failure to do so may result in the Property being unavailable and no refund, costs or compensation shall be made or payable in these circumstances.

9.2 Neither the Guest nor any member of his Group may access the Property without first contacting the Owner or The Country Castle Company Ltd.

9.3 The keys to the Property remain the property of the Owner and under no circumstances shall they be copied, nor may they be given or provided to any third party and the Guest shall indemnify the Owner and The Country Castle Company Ltd against any loss, costs or expenses arising from any breach of this condition.

9.4 The Owner and any representative of the Owner or The Country Castle Company Ltd may access the Property at any reasonable time of the day or night during the Booking. In the case of emergency or where a problem needs immediate attention and you cannot be contacted in time, the Owner, their representative, we or any person authorised by them or us are entitled to enter the property at any time without giving you prior notice.

10. Restrictions on Use of the Property

10.1 The Guest agrees that no more than the stated Group and capacity as detailed in the Confirmation Letter will occupy the property and that no persons outside of the stated Group or Visitors will be allowed to enter the Property. The Owner, their representative or The Country Castle Company Ltd can ask you to leave the property at any time should you exceed these limits. No refund, costs or compensation will be paid in these circumstances.

10.2 Unless otherwise stated in the Confirmation Letter all properties do not allow pets and are non-smoking. The Owner, their representative or The Country Castle Company Ltd can ask you and your Group or Visitors to leave the Property at any time should you ignore this or breach that prohibition. No refund, costs or compensation will be paid in these circumstances.

10.3 Use of confetti, fireworks, candles or other potentially damaging or dangerous materials are not permitted to be brought onto the Property unless the Owner's express written prior permission has been given and is confirmed in the Confirmation Letter.

10.4 The Guest accepts that many of the properties are old buildings and every effort has been made to minimise risks. However particular care should be taken around the kitchen, gardens, by water or water features, or by fire, and it is the responsibility of the Guest to ensure adequate measures are taken in relation to safety and security of any member of the Group or Visitors.

10.5 If children have been allowed as a member of the Group then it is the responsibility of the Guest to ensure that they are properly supervised and controlled at all times and that appropriate standards of behaviour are maintained.

10.6 It is the responsibility of the Guest to ensure that they have contacted the Owner or their representatives in relation to the safety of a particular action, use of a piece of equipment, or facility, before commencing the action or use. Any such equipment is used or any action taken entirely at the Guest's own risk and it is the responsibility of the Guest to ensure that they are able, physically fit, or otherwise capable of performing any such

action or using any such equipment or facility. The Country Castle Company Ltd shall not accept any responsibility for loss, injury, or damage for failure to take proper precautions.

10.7 The Guest shall not nor allow any member of his Group or Visitors to alter, tamper with, repair, maintain, or damage any appliance or piece of equipment at the Property.

10.8 The Guest will not use the Property for any commercial purpose or for any use which contradicts the Use Class of the Property pursuant to the Town and Country Planning Legislation in force and applicable to the Property and the Guest shall indemnify the Owner against any loss that may result from a breach of this condition.

10.9 The Guest may not use the Property for any illegal or immoral purpose or for any purpose that may cause nuisance or annoyance to the owners or occupiers of any adjacent or adjoining land. No illegal drugs may be taken onto or consumed on the premises. The Guest shall not be abusive or indulge in excessive intake of alcohol.

10.10 The Guest shall not cause or allow to be done any act or allow any thing onto the Property, which would cause any policy of insurance arranged by or on behalf of the Owner to be vitiated or rendered void or voidable. The Guest shall indemnify the Owner against any loss or damage or irrecoverable sums caused as a result of any breach of this condition.

10.11 The Guest may not assign or sublet or otherwise allow any person to occupy the Property unless prior written permission from both the Owner and The Country Castle Company Ltd has been obtained.

10.12 If the Guest breaches any of the terms and conditions in this section 10 of these Terms and Conditions then The Country Castle Company Ltd, the Owner or their representatives, may in their absolute discretion immediately terminate the Booking and consider the Letting Agreement void. In such an event the Guest and all of his Group and Visitors will leave immediately and give vacant possession of the Property. No refund, costs or compensation will be paid to the Guest.

11. Personal Property of the Guest

11.1 It is the responsibility of the Guest to take all reasonable measures to ensure their own safety and the safety of their possessions whilst at the property. Any items brought onto the Property are brought and used at their own risk. It is the responsibility of the Guest to ensure that any such items or valuables are covered by their own insurance as neither the Owner nor the Country Castle Company Ltd can be held responsible for loss, theft, or damage to any such items.

11.2 The Guest and their party are responsible for checking that they have all their possessions on departure. We will make every effort to find any lost possessions but we are not responsible for keeping them safe or secure. The Guest agrees to pay the actual cost of both storing and returning lost items. Return may be by post or courier (at our discretion) and the Guest is responsible for arranging insurance in respect of items in transit. If items are not claimed within 30 days from the end of the Booking then The Country Castle Company Ltd or the Owner may treat these items as abandoned and may dispose of them at their absolute discretion whether by sale, gift, destruction or otherwise.

12. Additional Conditions Relating to Special Events (Including Weddings)

12.1 If the Guest is letting a Property for the purpose of hosting or celebrating a wedding, birthday party, corporate function or other such event ("the Event"), the following additional conditions shall apply to the arrangement between The Country Castle Company Ltd and the Guest.

12.1.1 It is the responsibility of the Guest to ensure that their chosen Minister, Registrar, or other Official (whether religious or otherwise) Body is available on the date before a Booking is made. Neither the Owner nor The Country Castle Company Ltd can accept any responsibility in respect of the unavailability or cancellation of any such arrangement.

12.1.2 It is the responsibility of the Guest to ensure that any available cancellation insurance or other such contingency insurance is in place in respect of the Event or any item, equipment, entertainment or person required for the Event. Neither the Owner nor The Country Castle Company Ltd can accept any responsibility in respect of the unavailability or cancellation of any such arrangement or the loss or damage of any item.

12.1.3 It is the responsibility of the Guest to ensure that any transport, equipment, clothing, or any other specific requirements in respect of the Event have been met. Neither the Owner nor The Country Castle Company Ltd can accept any responsibility in respect of the unavailability or cancellation of any such arrangement and The Country Castle Company Ltd is under no obligation to obtain a replacement or make alternative arrangements.

12.1.4 It is the responsibility of the Guest to ensure that all legal permissions and consents including licenses, where applicable, are in place in respect of any Event unless The Country Castle Company Ltd has expressly confirmed that it will attend to such arrangements in the Confirmation Letter. The Country Castle Company Ltd shall not be responsible for any losses caused as a result of the Guest failing to comply with this obligation.

12.1.5 The Country Castle Company Ltd is not responsible for the quality and adequacy of any service or supply in relation to the Event and shall not be responsible for any loss resulting therefrom.

12.1.6 The Country Castle Company Ltd shall take all reasonable steps to satisfy any specific requirements of the Guest but cannot be responsible for any failure to meet unreasonable expectations or unusual requests nor shall it be liable to compensate any party in relation for such a failure.

12.1.7 In the event of any claim being brought successfully by a Guest against the Owner or The Country Castle Company Ltd the amount of compensation that may be claimed by the Guest or any member of his Group or Visitor is to be limited to the amount of monies paid by the Guest to The Country Castle Company Ltd. No compensation shall be payable for hurt feelings, or distress caused to any person whatsoever.

13. Services or Supplies outside of the Letting Agreement including “Tailor Made” Services

13.1 If the Guest requests that we make specific arrangements or that we do additional work beyond the arranging of the Booking then the Guest shall indemnify us and be responsible for any additional fees or costs incurred in respect of any such arrangements. The administrative costs of additional work will be communicated to the Guest before we carry out any work. Such additional services or facilities arranged by us will not be confirmed until we have received this administration payment in full. Unless confirmed in writing and paid for in full prior to the Booking then The Country Castle Company Ltd reserve the right not to arrange or provide alternatives to those services.

13.2 The Country Castle Company Ltd acts only to assist you in arranging services as required in relation to the hiring of the Property or any Event held at the Property. Any contract or arrangement entered into is made between the Supplier and the Guest and is made upon the basis of the Suppliers' terms and conditions. The Country Castle Company Ltd can accept no responsibility for any recommendations or any shortfalls in service, supply or facilities provided by any Supplier nor is The Country Castle Company Ltd under any obligation to take any steps to provide alternate arrangements or facilities or assist in resolving any dispute or disagreement between the Supplier and the Guest.

13.3 Payment and terms for any service will be notified separately and confirmed in writing to the Guest by either the Supplier or via The Country Castle Company Ltd. Unless confirmed in writing neither the Supplier nor The Country Castle Company Ltd are bound to provide or arrange any services, supplies, facilities or equipment.

13.4 It is the responsibility of the Guest to satisfy themselves as to the suitability and nature of the services that they are obtaining from the Supplier. As any such arrangement is made between the Guest and Supplier The Country Castle Company Ltd can accept no responsibility for any failure of service, any cancellation or the unsuitability of service arranged. The Country Castle Company Ltd is not responsible for the content of any promotional or advertising material published by or on behalf of any Supplier.

13.5 It is the responsibility of the Guest to make any cancellations of services or facilities arranged by the Guest with any Supplier and The Country Castle Company Ltd accepts no responsibility in relation to any such arrangements.

13.6 The Country Castle Company Ltd shall have no liability in contract, tort or otherwise for death, injury, or loss to Guests, their Visitors, Owners or Suppliers except to the extent that such liability is imposed by law and cannot be excluded or restricted.

14. Advertising and Promotional Literature

14.1 The Country Castle Company Ltd makes every effort to ensure the accuracy of the content of any promotional or advertising material and has made every effort to describe accurately any services or the Property. If in its opinion The Country Castle Company Ltd believes that errors or subsequent changes to the Property will affect your letting experience we will contact you as soon as we become aware of the change or error. Unless in the opinion of The Country Castle Company Ltd the change is a significant change we will not offer a refund, costs or compensation in these circumstances.

14.2 It is the responsibility of the Guest to notify The Country Castle Company Ltd of any such changes as soon as they become aware of them.

15. Complaints Procedure

15.1 It is the responsibility of the Guest to contact the Owner, Supplier their representative or The Country Castle Company Ltd immediately should any alleged grounds for complaint arise, using either the contact details on your Confirmation Letter or contact details that we have subsequently given you for that purpose.

15.2 The Country Castle Company Ltd will not accept responsibility for any circumstances giving rise to a complaint unless notified during the Booking. If you fail to do so, this may affect your entitlement to claim compensation or a refund where this would or may otherwise have been appropriate.

15.3 The Country Castle Company Ltd shall not be responsible for any liability in relation to your dissatisfaction with the Owner, Property, Service or Supplier. Any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and at our discretion, unless it is a complaint relating directly to our customer service.

16. Warranties, Exclusions, and Limitations on Liability

16.1 The Country Castle Company Limited shall not be liable for any loss, personal injury or death resulting from any circumstance outside of its control.

16.2 The Country Castle Company Ltd is not responsible for the repair and condition of the Property or any utilities, services or equipment at the Property. No warranty is given as to their safety or security, nor shall The Country Castle Company Ltd have a liability for any defect in the Property or any failure of the Property to be fit for any purpose and all other conditions, warranties, stipulations and undertakings whether express or implied by statute or common law are excluded.

16.3 The Country Castle Company Ltd does not warrant the safety, structural integrity, or fabric of the Property or any equipment, or appliances therein and shall have no liability for any loss, personal injury or death resulting from the use of the Property, or any such appliances or equipment on the Property, by any person.

16.4 The Country Castle Company Ltd shall have no liability in contract, tort or otherwise for death, injury, or loss to the Guest, any member of his Group or Visitors except to the extent that such liability is imposed by law and cannot be excluded or restricted.

16.5 The Country Castle Company Ltd shall have no liability for any death or personal injury resulting from the Owner or any Suppliers' negligence or that of any employee of the Owner or Supplier.

16.6 No liability is accepted by The Country Castle Company Ltd in respect of damage to, or loss of personal property.

16.7 In the event of any claim being brought successfully by a Guest or any other person against the Owner or The Country Castle Company Ltd the amount of compensation that may be claimed by the Guest or any other person is to be limited to the amount of monies paid by the Guest to The Country Castle Company Ltd. No compensation shall be payable for hurt feelings, or distress caused to any person whatsoever.

17. Applicable Law and Jurisdiction and Restriction on Assignability

17.1 These Terms and Conditions are subject to English law. The formation, construction, and performance these Terms and Conditions shall be governed in all respects by English Law. Only the English courts shall have jurisdiction to decide any dispute arising out of or in connection with the formation, construction or performance of these Terms and Conditions, and any Letting Agreement.

17.2 The Terms and Conditions constitute the entire agreement between the parties, and supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

17.3 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and Conditions and the remainder of the provision in question shall not be affected.

17.4 If a sub-clause in any provision of these Terms and Conditions is held invalid or unenforceable this shall not affect the validity or enforceability of any other sub-clause.

17.5 If any term of these Terms and Conditions shall be found to be void voidable or invalid then that terms shall be severable and shall not affect the enforceability or validity of any other term of the agreement and as such the agreement shall continue in full force and effect.

17.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no person who is not a party to these Terms and Conditions (other than a successor in title to one of the original parties) shall enforce or receive any benefit from any provision of these Terms and Conditions pursuant to the provisions of the said Act. Nothing in these Terms and Conditions shall confer any rights on any third party.

17.7 Any waiver of any term or terms of these Terms and Conditions shall not constitute a permanent waiver of any condition so waived or a waiver of these Terms and Conditions.

17.8 The Guest shall not without the prior written permission of The Country Castle Company Ltd assign the benefit of these Terms and Conditions or any part thereof to any other person or company.

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