



Cossington Park  
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## Booking Conditions

### 1. Introduction and the booking contract

These Booking Conditions apply to all bookings made between Cossington Park and its Clients. Cossington Park, “we” and “our” refer to the owner, Mr Graham Wason of Cossington Park, Middle Road, Cossington, Nr Bridgwater TA7 8LH and the Premises. The Client or “you” or “your” refers to the person who makes the booking with Cossington Park. Clients who book to stay at Cossington Park agree that they and all Permitted Persons will be bound by these conditions. When you make a booking, you guarantee that you are aged 18 or over and have the authority to accept these Conditions on behalf of all Permitted Persons. Contracts between Cossington Park and its Clients do not create the relationship of landlord and tenant between the parties and do not create an assured short hold or other form of tenancy. Contracts are non-transferable.

### 2. Definitions

**“the Premises” or “Cossington Park”** –refers to the whole or part of Cossington Park, Cossington Park Estate, Cossington Park House, Cossington Park Cottage, the Coach House (also known as the garages and the games room), gardens, fields, car parking, estate office (also known as the Harness Room), guest welcome area and other facilities and grounds as shown on plans on the Cossington Park website ([cossingtonpark.com](http://cossingtonpark.com)).

**“Stay”** - a short stay of usually between 1 and 28 days at the Premises usually for holiday, leisure, events or business purposes.

**“Provisional Booking”** – a Booking for a Stay at part or all of the Premises made by a Client using the internet, telephone, email or other channel, which has not yet been confirmed in writing by Cossington Park.

**“Booking”** – a booking for a Stay at the whole or part of the Premises that has been confirmed in writing by Cossington Park.

**“Advance Booking”** – a Booking made at least 60 days in advance of the start of the Rental Period.

**“Booking Deposit”** – a deposit payable by the Client under clause 5.2 to confirm and secure a Booking.

**“Security Deposit”** – a deposit as may be required at the time of booking to be paid by the Client to Cossington Park under clause 5.3.

**“Rental Period”** – the duration of the Stay from no earlier than 16.00 hours (4.00 p.m.) on the day of arrival until no later than 10.00 hours (10.00 a.m.) on the day of departure.

**“Fee” or “Rental Fee”** – the fee payable, based upon the number of Permitted Persons for a Stay at the whole or part of the Premises for the Rental Period.

**“Permitted Persons”** – the named persons who will be staying at Cossington Park during the Rental Period.

**“VAT”** means value added tax.

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### **3. Use of the Premises**

- 3.1 Unless agreed in writing in advance with Cossington Park, Stays at Cossington Park are for holiday and leisure purposes only. You are not permitted to conduct any business, trade or profession from the Premises, other than maintaining existing business communications by telephone, post or electronic means.
- 3.2 No meetings, workshops, seminars, courses, weddings, trade fairs or other events or activities involving Permitted Persons or others will be permitted during the Rental Period unless such activity has been agreed by Cossington Park and the appropriate fee paid in advance.
- 3.3 We aim to provide wireless internet services on the Premises but cannot guarantee the availability or quality of services. Such services when available are not to be used for illegal or inappropriate purposes.
- 3.4 Permitted Persons are required to look after the fabric and contents of the Premises, including decoration, furniture, fittings and equipment, and to leave everything in the same position, state of repair and cleanliness as at the beginning of the Rental Period. If any Permitted Person is aware of any damage or breakage that occurs during the Rental Period, a member of Cossington Park staff should be notified immediately. The Client shall meet all reasonable costs of repairs for breakages or damages or additional cleaning or re-organisation on demand during or after the Rental Period. Cossington Park reserves the right to use any Security Deposit paid by the Client to meet such costs as detailed below at clause 5.4, and to seek additional reimbursement if these costs exceed the Security Deposit.
- 3.5 If any Permitted Person behaves in such a way as to cause or be likely to cause danger or upset to any person or damage to the Premises or if persons who have not been notified to us in advance are staying at or visiting Cossington Park, we will be entitled to terminate the rental immediately and we will have no further responsibility to the Client. No refunds will be made and we will not be liable for any expenses or costs incurred as a result of the termination.

### **4. Permitted Persons and Bedroom Configuration**

- 4.1 The number of adults and children aged 15 and less who will be staying at Cossington Park during the Rental Period must be advised at the time of making a Booking and no additional guests shall be permitted to stay overnight unless agreed in advance with us in writing. The names of all Permitted Persons aged 16 and above and the number and ages of children aged 15 and below on the first day of the Rental Period must be provided to Cossington Park at least five days prior to the start of the Rental Period. Failure to provide this information may lead to cancellation of the Booking by Cossington Park with no refund of the Rental Fee.
- 4.2 Clients are required to respond to requests to provide bedroom configuration and bedding requirements, such as whether bedrooms should be made up as doubles or twins where this option is available, and whether folding beds, sofa-beds and/or cots are required and in which rooms. Failure to provide such information at least 5 days before the commencement of the Rental Period may incur a housekeeping charge of £50 plus VAT. If not otherwise paid this charge will be deducted from the Security Deposit before reimbursement, if any.
- 4.3 A limited number of Day Visitors who are not staying at Cossington Park are generally permitted but the number and names of such visitors must be notified to and agreed with Cossington Park in advance. There will be a separate charge for a larger number of Day Visitors.

### **5. Rental Period, Rental Fee, Booking Deposits and Security Deposits**

- 5.1 The usual minimum Rental Period is two days, including the days of arrival and departure. Cossington Park reserves the right to reduce or increase the minimum Rental Period at any time and specific enquiries will be dealt with accordingly.

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- 5.2 The Rental Fee will be notified to the Client in advance. The Rental Fee includes VAT at the prevailing rate. A guide to Rental Fees is available on the Cossington Park website. We reserve the right to change the Rental Fee in the case of errors in advertised or confirmed prices and will do so as soon as Cossington Park becomes aware of such an error.
- 5.3 If the Booking is made less than 60 days before the start of the Rental Period, full payment of the Booking Fee is required to confirm the Booking. In the case of an Advance Booking, a Booking Deposit equal to 30% (thirty per cent) of the Booking Fee is required to secure the Booking. The balance must be paid 60 days prior to the start of the Rental Period. If the balance is not paid by the date due Cossington Park reserves the right to cancel the Booking and to retain the Booking Deposit paid.
- 5.4 A Security Deposit is required for Stays at Cossington Park. The amount of the Security Deposit will be notified at the time of the Booking. In most cases, the amount of the Security Deposit will be held against a credit card provided by the Client 10 days prior to the beginning of the Rental Period. In other cases, the amount of the Security Deposit will be paid to Cossington Park. The charge for the Security Deposit on the Client's credit card will be released, or if payment for the Security Deposit has been paid this amount will be returned, in whole or in part within 10 (ten) days of completion of the Rental Period. Cossington Park reserves the right to deduct from the Security Deposit one or more of the following: the actual cost or a reasonable estimation of the cost of replacement of missing items or of repairs of damage to furniture, fittings, equipment or the fabric of the Premises, howsoever and by whomsoever caused; special cleaning caused by damages or breakages or spillages that occur during the Rental Period, howsoever and by whomsoever caused; a supplementary Rental Fee for an additional day if all Permitted Persons have not vacated the Premises by 10.00 a.m. on the morning of departure unless an alternative arrangement has been agreed in writing; a supplementary Rental Fee if more persons join the Stay than previously advised; a charge for failure to provide the names of all Permitted Persons; a housekeeping charge for failure to provide bedding and related requirements at least 5 days prior to the commencement of the Rental Period; any other charges deemed reasonable by Cossington Park. The quantification of the amount to be deducted from the Security Deposit shall be reasonable as determined solely by Cossington Park. Cossington Park reserves the right under contract law not to return any of the Security Deposit and to claim further reimbursement for damages or missing items or extended occupation in excess of the value off the Security Deposit. Clients that disagree with Cossington Park's estimation of such costs may complain as provided for under Section 8 of these Booking Conditions.

## **6. Changes and Cancellations**

- 6.1 You should notify us of any changes to your Booking as soon as possible. Any changes, including a request to change the date of the Booking, are subject to availability and payment of a £50 plus VAT administration fee plus the difference in Rental Fee if the Rental Fee for the new dates is higher.
- 6.2 On receipt of a written request to cancel a Booking for a Stay that would be illegal for the Client to fulfil due to temporary Government restrictions due to coronavirus or similar causes, the Client will receive a full refund of the Rental Fee paid.
- 6.3 Bookings placed after 1<sup>st</sup> January 2022 are covered by our Cancel Cover Policy. If you cancel up to and including 2 days before the first day of the Rental Period for most reasons, you will receive a refund of 100% less an administration charge of 5% of the accommodation costs you have paid, plus any pre-paid extras. Exclusions to this cover are: illness due to epidemic or pandemic including coronavirus/Covid-19 and its variants, the need to self-isolate, government travel restrictions, terrorism, war. Refunds for payment for cancelled bookings encompassed by this Cancel Cover Policy will be released back to the Client within 2 weeks of cancellation.
- 6.4 Cancellations made 1 day before the beginning of the Rental Period, or on the day of commencement of the rental Period, will not be eligible for a refund. For example, if the Rental Period begins on a Saturday, you could cancel on the previous Thursday before 16.00 and be

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reimbursed in full, but not on the Thursday after 16.00 or on Friday (1 day prior) or Saturday (day of planned arrival).

- 6.5 We strongly recommend that the Client and Permitted Persons take out their own travel insurance which covers booking cancellations for UK holidays. Policies, including a number of bank travel policies, are available that cover illness from coronavirus and self-isolation at reasonable rates. Policies can be found on comparison sites such as GoCompare or <https://www.which.co.uk/money/insurance/travel-insurance>
- 6.6 If the Client cuts short the Stay before the end of the Rental Period there will be no refund.
- 6.7 If Cossington Park becomes unavailable or uninhabitable prior to or during the Rental Period for any reason, we will refund the whole or a reasonable part of the Deposit or Fee paid by the Client. Cossington Park shall not be liable for any costs in excess of the Booking Deposit or Rental Fee paid.

## 7. **Limitation of Liability**

Subject to the remaining provisions of this clause, Cossington Park will not be liable in any circumstances to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss arising under or in connection with this Booking. Cossington Park's total liability in respect of all other losses, including damage to personal belongings caused by the negligence of Cossington Park or its employees, agents or subcontractors arising under or in connection with this Booking shall, in no circumstances, exceed the total Fee payable by the Client for any single Booking. Nothing in these Booking Conditions shall limit or exclude Cossington Park's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors.

## 8. **Complaints**

If you are dissatisfied with your Stay or if anything goes wrong, please notify a member of staff or the Owner-Guardian of Cossington Park at the time that it arises. All reasonable efforts will be made to address problems as soon as possible. In the event that the remedial action undertaken or proposed by Cossington Park is deemed unsatisfactory by the Client, or the issue cannot be resolved, or if a dispute arises, Cossington Park offers a dispute arbitration service under the auspices of The Holiday Home Association (<https://www.holidayhomeassociation.org.uk>).

## 9. **General**

**Data Protection** – Cossington Park collects information to enable Bookings in accordance with legal requirements and as set out in the Cossington Park Privacy Policy which can be viewed on the Cossington Park website. We use SuperControl to manage our online booking process. We have a written contract with SuperControl to ensure that they will process your data on our behalf in compliance with all applicable Data Protection Laws.

**Right of Entry** – The owner, agents and employees of Cossington Park are permitted to enter the house and grounds at any reasonable time in order to carry out inspections or maintenance. To keep the extensive gardens in good condition, one or more gardeners will be working whilst guests are in residence, usually visiting up to a maximum of three days per week, depending on the weather and season. We are sensitive to our guests' wish for quiet and privacy.

**Liability, Health & Safety** – Cossington Park was built at a time when modern standards of safety and security did not apply. Whilst we have taken reasonable steps to ensure the comfort and safety of our guests, Permitted Persons must read our guidance notes in the front of the Guest Information Folder within the Premises or on the Cossington Park APP on arrival and take sensible precautions to look after themselves and others as well as the Premises and contents. Sensible precautions include not allowing children to play near garden walls, garden ponds, electrical installations and equipment.

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Security – an intruder security alarm system is maintained in parts of the Premises. Where the Client and Permitted Persons are staying in those parts of the Premises that have an intruder security alarm fitted, the Client or other Permitted Persons are required to activate the system during the Rental Period whenever they leave the Premises in accordance with instructions that will be provided on arrival and/or are to be found in the Guest Information Folder within the Premises and/or on the Cossington Park guest information portal or website or app.

Accuracy – Although we have endeavoured to describe Cossington Park accurately in brochures, on websites and via other devices, minor variations in facilities and services may occur due to maintenance, painting, replacement of equipment, breakdown of equipment or interruption of services provided to Cossington Park. Cossington Park takes no responsibility for the failure of publicly provided services such as electricity, telephone, television, internet and water.

Drones, fireworks and Chinese lanterns - these are strictly prohibited as there is a farm next door.

Animals - Certain well-behaved pets are permitted if paid for in advance. Pets are not permitted upstairs or on upholstered furniture. Suitable blankets and pet bedding must be provided by the Client to protect floor coverings and furniture. Clients must remove animal faeces from inside and outside the Premises and dispose of these in a suitable manner. Pets must not be permitted to disturb people or farm animals at neighbouring properties.

Smoking is not permitted in any part of the Premises.

Noise – guests are asked not to make undue levels of noise that could disturb neighbours and others in the village of Cossington.

Horses - the field at the end of the Cossington Park gardens, Bushey Close, which belongs to Cossington Park, is used on occasions for stabling and exercising of horses. Guests are requested to respect the privacy of horses and those looking after them.

Wood burning stoves – fires in the wood-burning stoves in the Drawing Room and the Library Dining Room in Cossington Park House must not be allowed to burn too vigorously and must be attended at all times. The fireguards provided must be used. No open fires are permitted anywhere at Cossington Park other than in the built-in barbecues outside Park House and Park Cottage.

Piano - The antique piano is normally kept locked. It can be made available to experienced musicians if requested in advance and on payment of the cost of tuning of £100 plus VAT.

## 10. Law and Jurisdiction

English law will apply to the agreement made between Cossington Park and Clients including these Booking Conditions and to any dispute or claim that arises from such agreement. Any such dispute may be dealt with by the Holiday Home Association Arbitration Scheme or under the exclusive jurisdiction of the Courts of England and Wales.

Cossington Park  
1<sup>st</sup> January 2022

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