

BOOKING TERMS & CONDITIONS

1. GENERAL TERMS AND CONDITIONS

1.1 These are the terms on which Jigsaw Holidays Limited (Company No. 06395333) Limited ('Jigsaw') do business. They do not affect your statutory rights. They are designed to set out clearly Jigsaw's responsibilities and your rights.

1.2 Jigsaw offers you the opportunity to enjoy a great break or holiday in the Cotswold region. You can select from Jigsaw's website, brochure or marketing materials a range of cottage accommodation, services and activities which Jigsaw has to offer. Depending on your selection, the terms and conditions applying to you could vary.

1.3 If you are booking cottage accommodations, the Accommodation Terms will apply [See Conditions of the Provision of Cottage Accommodation].

1.4 If you are booking any other services e.g. catering, childcare, the Other Services Terms will apply [See Conditions of the Provision of Services other than Accommodation]

2. DEFINITION AND APPLICATION

2.1 These terms and conditions ('General Conditions') shall apply to the:

2.1.1 Cottage accommodation arrangement ('Accommodation Terms') [See Conditions of the Provision of Cottage Accommodation]; and

2.1.2 Other services arrangements e.g. childcare, daily housekeeping etc. ('Other Services Terms') [See Conditions of the Provision of Services other than Accommodation] unless there are any inconsistencies between the Accommodation Terms and/or Other Services Terms (as the case may be) and these General Conditions. In the event of any inconsistencies, between the Accommodation Terms/ Other Services Terms and these General Terms, the Accommodation Terms and/or Other Services Terms (as the case may be) shall prevail to the extent of such inconsistency.

2.2 These General Conditions, Accommodation Terms and Other Services Terms shall be collectively known as the 'Conditions'.

2.3 References to any statute or statutory provision shall in the Conditions, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2.4 In the Conditions, reference to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

2.5 Headings will not affect the construction of the Conditions.

2.6 You agree that the Conditions shall be the exclusive basis on which any contracts made between you and Jigsaw are transacted and processed unless otherwise agreed in writing by an employee of Jigsaw.

2.7 The Conditions shall not create any agency or partnership between the parties or any third party.

2.8 All prices advertised by Jigsaw are accurate at the date published but Jigsaw reserve the right to change any of those prices from time to time. Jigsaw will provide you with the up-to-date prices before confirming your booking.

2.9 You agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to any contracts entered into between you and Jigsaw or you and the cottage operator unless otherwise stated in the Accommodation Terms and/or the Other Services Terms (as the case may be).

3. GENERAL 3.1 You must be 18 years old and possess legal capacity to contract under English Law.

3.2 Whether you book alone or as a group, Jigsaw will only deal with the lead booking name.

3.3 The Conditions contain the entire agreement between the parties and both parties acknowledge that they have not relied upon any oral or written representation made to them by the other.

3.4 Each party irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation or to rescind the Conditions whether or not contained in the Conditions or for breach of any warranty not contained in the Conditions unless such misrepresentation or warranty was made fraudulently.

3.5 No waiver by Jigsaw of any breach of contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

3.6 If any provision of the 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 Conditions and the remainder of the provision in question shall not be affected thereby.

3.7 Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of a contract impossible.

4. BOOKINGS 4.1 You may make your booking through Jigsaw's website, telephone or post.

4.2 Upon receipt of your booking, Jigsaw will as soon as it is practicable, confirm your booking and send you a written confirmation (in the form of an email unless otherwise agreed) in respect of your booking. No contract shall come into being until Jigsaw has sent you such written confirmation. In relation to the bookings for cottage accommodation please see clause 2 of the Accommodation Terms.

4.3 For the avoidance of doubt, Jigsaw reserves the right to reject any bookings without giving any reasons.

5. COMPLAINTS PROCEDURE 5.1 If you have any complaints regarding your booking for services, please contact Jigsaw immediately and Jigsaw will do its best to resolve such issues.

5.2 If you have any complaints regarding your accommodation arrangements at a cottage booked through Jigsaw during your stay at the cottage, you must contact the cottage operator as your contract is directly with the cottage operator. [See Conditions of the Provision of Cottage Accommodation]

6. LITERATURE

6.1 Jigsaw warrants that it has used reasonable skill and care in preparing the literature in respect of the cottages and other services set out on its website, promotional materials and brochures (collectively as "Literature") and such description in the Literature is accurate at the time of printing or posting of such Literature. Notwithstanding the foregoing, Jigsaw has no control over any changes to the cottages which may be made by the cottage operators or other services provided by third parties. Accordingly, Jigsaw is not responsible for any inaccuracies in respect of the Literature.

6.2 If Jigsaw is aware of any material change, Jigsaw will use reasonable endeavors to provide you with updated information in relation to such material change at the time of your booking or where material change occurs after the time of your booking, as soon as it may be reasonably practicable.

7. DATA PROTECTION 7.1 By asking Jigsaw to confirm your booking, you are accepting that the terms of the Conditions (and the conditions of any third party contracts e.g. cottage operator) apply to your booking and other services components. You also consent and agree to procure the consent of other members of your party to Jigsaw process-

ing personal data about you and other members of your party.

7.2 More information about Jigsaw's data protection policy is available on Jigsaw's website (www.jigsawholidays.co.uk).

8. LIABILITY

8.1 This Clause 8 sets out Jigsaw's entire financial liability (including any liability for the acts or omissions of Jigsaw's employees, agents and sub-contractors) to you in respect of:

8.1.1 any breach of contract;
8.1.2 any services requested by you including the rental of cottage accommodation; and
8.1.3 any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with any contract.

8.2 Except for the cottage accommodation arrangements, Jigsaw accepts liability for matters which arise as a result of Jigsaw's negligence and/or breach of Jigsaw's contractual duty to exercise care in making arrangements for you, including any acts or omissions by Jigsaw's employees or subcontractors including any claim involving death, personal injury or illness.

8.3 Except as expressly and specifically provided in the Conditions including Clause 8.2 above but subject to Clause 8.4 below, Jigsaw excludes all liability for any loss or damage including consequential loss and loss of enjoyment arising from the services or rental of cottage accommodation request by you from Jigsaw Holidays.

8.4 Notwithstanding any provisions in the Conditions, Jigsaw does not exclude liability for death or personal injury which is due to Jigsaw's negligence, fraud and/or fraudulent misrepresentation.

8.5 Subject to Clauses 8.2 and 8.4, Jigsaw's maximum liability for any loss arising from Jigsaw's breach of any contract or negligence shall be limited to Jigsaw's insured sum where Jigsaw is insured and the price paid by you to Jigsaw in all other cases.

9. LAW AND JURISDICTION 9.1 The Conditions shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction.

CONDITIONS OF THE PROVISION OF COTTAGE ACCOMMODATION

1. ACCOMMODATION IN COTSWOLD'S COTTAGES

1.1 This product offers you a wide selection of cottage accommodation in the Cotswold region.

1.2 As this is a single component, please note that the Package Travel, Package Holidays and Package Tours Regulations 1992 do not apply.

1.3 Please note that any booking for accommodation is strictly between you and the relevant cottage operator incorporating the relevant conditions set out herein. Jigsaw is merely arranging such accommodation booking as booking agents of the relevant cottage operator and not as principal.

1.4 In view of Clause 1.3 above, Jigsaw cannot be held responsible for any loss or damage which you and/or the members of your party suffer(s) or any dissatisfaction with the accommodation arrangement although Jigsaw will try its best to assist you in resolving any issues or disputes between you and the relevant the cottage operator.

2. BOOKING FOR COTTAGE ACCOMMODATION

2.1 You may make your booking through:

2.1.1 Jigsaw's website;
2.1.2 telephone on 0870 325 0013; or
2.1.3 post addressed to: 3 Meadow Court, High Street, Witney, Oxfordshire, OX28 6ER.

2.2 Upon receipt of your booking, Jigsaw will as soon as it is practicable, confirm the availability of the cottage and send you a written cottage book-

ing confirmation ('Cottage Booking Confirmation') (an email unless otherwise agreed) on behalf of the cottage operator in respect of your booking.

2.3 For the avoidance of doubt, no contract between you and the cottage operator shall arise until after the Cottage Booking Confirmation is sent to you. Notwithstanding the foregoing, Jigsaw Holidays and/or the cottage operator reserves the right to reject any bookings without giving any reasons.

3. PAYMENT FOR COTTAGE ACCOMMODATION

3.1 Upon making a booking, you are required to pay (1) thirty percent (30%) of the rental price; and (2) £18 booking fee.

3.2 The balance of the rental price payable is then due eight (8) weeks before the first day of your rental period.

3.3 Where your rental period is due to start within eight (8) weeks from the day you made the booking, the full rental price is payable immediately.

3.4 No payment shall be deemed to have been received until Jigsaw has received cleared funds.

3.5 The time of payment shall be of the essence.

4. CHANGES IN ACCOMMODATION 4.1 If you want to change any details of your booking (such as changing to different accommodation, the dates of your stay or changing a name in your party), Jigsaw will use reasonable endeavors to assist you and accommodate your request.

4.2 If a change you requested is possible, Jigsaw will charge an 'amendment fee' of £25 for such change requested by you.

4.3 Where Jigsaw is unable to accommodate your change request, you are still liable to pay the full rental price to Jigsaw who will in turn, forward such payment to the cottage operator (unless the cottage operator waives such payment of rental price by you).

5. CANCELLATION 5.1 If you wish to make a cancellation after the Cottage Booking Confirmation has been sent to you, you must put your cancellation request in writing ('Cottage Cancellation Request') to Jigsaw.

5.2 You acknowledge that Jigsaw is accepting such Cottage Cancellation Request on behalf of the relevant cottage operator.

5.3 Upon receipt of your Cottage Cancellation Request, Jigsaw and the cottage operator will use reasonable endeavours to find a replacement booking. Where such replacement booking is found, subject to deducting an administrative fee of £25, all payment in respect of the rental price made by you will be refunded to you.

5.4 In view of Clauses 5.1 to 5.4 and 4.3 above, Jigsaw strongly advises you to take out a cancellation policy to cover such loss which you may suffer as a result of any cancellations made by you.

5.5 For the avoidance of doubt, the cancellation rights under the Distance Selling Regulations 2000 do not apply in relation to your rental of cottages.

6. USE OF THE COTTAGE 6.1 You undertake to take, and shall procure that each member of your party takes reasonable care of the cottage, the furniture, fittings and facilities provided to you and your party during the rental period.

6.2 You undertake and shall procure that each member of your party complies with any terms and conditions, directions and/or house keeping rules in respect of the cottage which are issued by the cottage operator. Unless otherwise stated and subject to reasonable wear and tear, you are required to clean and tidy the property before departure. If the cottage, items and/or facilities are damaged, broken or if the cottage is left in a dirty or untidy state, you will be liable to pay addition charges to make good such damage, breakage or cover such cleaning cost incurred.

6.3 The number of persons occupying the cottage shall not exceed the maximum number stipulated on Jigsaw's website and/or brochures.

6.4 If specifically set out on Jigsaw's website and/or brochures, you may bring your pets. If you wish to bring your pets, you must notify Jigsaw and they must be kept downstairs.

6.5 Unless otherwise specified on Jigsaw's website and/or brochures, the rental period begins at 4pm on the first of the rental period and ends at 10am of last day of the rental period.

7. ALTERNATIVE ACCOMMODATION

7.1 If the cottage becomes unavailable or unusable due to circumstances beyond Jigsaw's control or the cottage operator e.g. flood, Jigsaw will try to find alternative accommodation for you or refund to you all payments made by you (whichever is your preference).

8. COMPLAINTS PROCEDURE

8.1 If you have any complaints regarding your booking, please contact Jigsaw immediately and Jigsaw will do its best to resolve such issues.

8.2 If you have any complaints during your stay at the cottage, you must contact the cottage operator as your contract is directly with the cottage operator.

9. WARRANTIES

9.1 Jigsaw warrants that it has used reasonable skill and care in preparing the literature in respect of the cottages on its website, promotional materials and brochures and such description of the cottage is accurate at the time of printing or posting of such literature. Notwithstanding the foregoing, Jigsaw has no control over any changes to the cottage which may be made by the cottage operator. Accordingly, Jigsaw is not responsible for any inaccuracies in respect of the description of the cottage set out in its literature.

9.2 If Jigsaw is aware of any material changes to the cottage which you desire to book, Jigsaw will use reasonable endeavors to provide you with updated information in relation to such material changes to the cottage at the time of your booking or where material change occurs after the time of your booking, as soon as it may be reasonably practicable.

10. INSPECTION AND REPAIRS

10.1 To ensure that the cottage is kept in good condition, Jigsaw and/or the cottage operator reserve the right to enter the cottage to inspect and carry out such necessary maintenance at reasonable hours of the day upon giving you prior notice.

CONDITIONS OF THE PROVISION OF COTTAGE ACCOMMODATION

1. SERVICES OFFERED BY JIGSAW

1.1 Jigsaw has specially selected a number of services (specified on Jigsaw's website and brochures) which Jigsaw believes may interest you during your visit to the Cotswold region.

1.2 As each of the services offered is a single component, please note that the Package Travel, Package Holidays and Package Tours Regulations 1992 do not apply.

2. BOOKINGS

2.1 You may make your booking through:

- 2.1.1 Jigsaw's website;
- 2.1.2 telephone on 0870 325 0013; or
- 2.1.3 post addressed to: 3 Meadow Court, High Street, Witney, Oxfordshire, OX28 6ER.

2.2 Upon receipt of your request, Jigsaw will as soon as it is practicable, confirm your booking and send you a written confirmation (in the form of an email unless otherwise agreed) in respect of your booking. No contract shall come into being until Jigsaw has sent you such written confirmation. For the avoidance of doubt, Jigsaw reserves the right

to reject any bookings without giving any reasons.

3. SERVICES TO BE PROVIDED

3.1 The services offered by Jigsaw are set out on its website and brochures. Where you desire such services which are not detailed on Jigsaw's website or brochures, you may enquire from Jigsaw as to whether such services required by you are available. Where such services are available, Jigsaw will provide you with further information.

4. JIGSAW'S OBLIGATIONS/WARRANTY

4.1 Jigsaw and/or its sub-contractors shall perform the services:-

- 4.1.1 with reasonable care and skill; and
- 4.1.2 within a reasonable time (where no date for performance has been agreed with you).

5. PRICE AND PAYMENT

5.1 Unless otherwise agreed by an employee of Jigsaw, the price of the services shall be as specified on Jigsaw's website or brochures.

5.2 Subject to Clause 5.3 below, upon making a booking, you are required to pay a thirty percent (30%) deposit.

5.3 The balance payable is then due eight (8) weeks before the services requested is to be performed.

5.4 Where the services you booked are due to start within eight (8) weeks from the day you made the booking, the full price in respect of the services booked is payable immediately.

5.5 No payment shall be deemed to have been received until Jigsaw has received cleared funds.

5.6 The time of payment of the price shall be of the essence.

6. CANCELLATIONS

6.1 Jigsaw's returns policy, which is in compliance with the Distance Selling Regulations 2000, is as follows:

6.1.1 Within seven (7) working days beginning from the day your booking confirmation was sent to you, you may exercise your right of cancellation in respect of such services requested by you by sending Jigsaw written notice of cancellation; or

6.1.2 Where the services requested by you are due to commence before the end of seven (7) working days beginning with the day your booking confirmation was sent to you, your cancellation rights will expire upon commencement of the performance of such services.

6.2 In the event you exercise your cancellation rights set out in Clause 6.1 above, Jigsaw will refund all monies paid by you as soon as it is practicable but in any event no later than thirty (30) days.

6.3 Subject to Clause 6.1 above, no cancellations of any services shall be permitted unless agreed in advance by an employee of Jigsaw.

6.4 For the avoidance of any doubt, your cancellation rights under Clause 6.1 do not apply in respect of any cancellation in relation to cottage accommodation.