

Hoseasons

City Break Apartments – Booking Conditions

Please read these conditions carefully. They form the basis of your agreement with Hoseasons Holidays and the operators who provide your holiday and other services.

In these booking conditions, 'you' and 'your' means all people named on the booking form (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means The Hoseasons Group Limited of Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA.

City Break Apartments are trading names of The Hoseasons Group Limited.

Before booking through us, please read these conditions carefully and all the other information relevant to your booking, including; the property rental conditions (which means all information in any specific conditions or restrictions set out on the website description of your chosen property or properties).

We arrange bookings as agent of the owners of the accommodation ('owner'). When you book a property with us acting as agent for the owner, you are actually entering into a contract with the owner.

As we act as agents when taking your booking, we accept no legal responsibility for any contract you enter into for accommodation or for the acts or neglect of any owner or other person connected with your booking.

1. Terms. All terms are for the duration selected and for the accommodation as equipped and described. The check-in and check-out times will be shown on your hire invoice. The Owner requires you to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay.

We reserve the right to alter prices which may go up or down at any time. We will advise you the current price at the time of booking.

2. Making a booking. All bookings depend on the property being available. You as the person in charge of the party (the party leader) must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these conditions. You are responsible for making all payments due to us. Any payments for your stay you make to a travel agent authorised by us will be held by the agent on our behalf until they are paid to us for onward transmission to the Owner or refunded to you.

As long as the property is available and we have received all the relevant payments, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details and the amount you still owe for the booking where applicable. Your binding contract with the owner will begin when we issue

the written confirmation. For bookings made within 14 days of the departure date, you will have a binding contract with the owner when we give spoken confirmation of your booking to you or your travel agent and you have made the appropriate payments to us or your travel agent. If we pay the sum into our bank account, it will not mean we accept a booking.

We will give you written confirmation either by post or by email. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email. If the property booked is on a request basis, we will send confirmation when availability has been checked and confirmed with the owner. If you book by post or phone, we will send your confirmation to you by post unless you tell us at the time of booking that you would prefer it to be provided by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We, on behalf of the owner, have the right to refuse any booking. If we do this, we will tell you in writing and promptly refund any money that you have paid to us. In this case, neither we nor the owner will have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. If you book through a travel agent, we will send your confirmation and all other documents to your travel agent.

3. Number in your party. The total number in your party must not exceed the capacity of the accommodation as advertised by us. Babies under 2 may or may not be counted as members of your party. The policy of your chosen apartment will be shown in the accommodation description.

4. Payment. Payment is due in full at the time of booking. If you pay by credit card we will make a charge of up to 2.5% for each payment made this way to defray costs, expenses and charges incurred by us in connection with credit card payments. If your payment is not honoured for any reason whatsoever, we are entitled to make an administration charge of £25.

You agree and authorise that payment for any damage to the apartment and/or its contents, and/or for additional cleaning if required, is immediately payable and you authorize that we may take payment from your debit or credit card on behalf of the Owner with the card details you have provided to us. (See 16 below.)

5. Pricing. We reserve the right to alter prices which may go up or down at any time. We will advise you the current price at the time of booking. As changes and mistakes can happen, you must check all details at the time of making your reservation.

All prices quoted or otherwise given to you include all charges and any UK taxes or government charges which may apply to your booking at the

time it is made.

We can pass on to you, in full, after we have confirmed your booking, all costs or charges the owner makes to us which are connected with your accommodation, including any price increases due to changes in the rates of currency.

All prices are for the property and are not on a 'per person' basis.

6. Website or brochure/publication details. We aim to make sure that the information provided by owners is presented accurately on our website, in brochures and other promotional literature or material we produce and provide. There may be small differences between the actual property and its description. This is usually because the owners are always aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website, by our advisers or advertised elsewhere. We make reasonable efforts to make sure that information we give you about your property and its facilities or services, as well as advertised travel and other services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, unless this was caused by our negligence.

7. ABTA membership. We are a member of ABTA, membership number Y0662. As an ABTA member we have to maintain a high standard of service to you under their code of conduct. We can also offer you an arbitration scheme to sort out any disputes arising out of, or in connection with, this contract. You can get more information on the code, and arbitration, on ABTA's website at www.abta.com.

The arbitration scheme is run independently by CEDR (Centre for Effective Dispute Resolution). It provides a simple and cheap form of arbitration where CEDR makes a decision based on documents alone. There is also a limit of costs you will be asked to pay. The scheme does not apply to claims for an amount of more than £5,000 per person. There is also a limit of £25,000 per booking form. It also does not apply to claims which are only for physical injury or illness, with a limit of £1,500 on the amount the arbitrator can award per person for minor injuries. CEDR must receive your application for arbitration and statement of claim within 18 months of the last date of your booking. Outside this time limit, arbitration under the scheme may still be available if we agree. However, the ABTA code does not say we have to agree to this.

For injury and illness claims, you may like to use the ABTA mediation procedure. This is a voluntary scheme and we have to agree for mediation to go ahead.

The aim is to help you sort out your dispute in a
continued overleaf...

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quick and cost-effective way, you can ask us for details or go to www.abta.com. Or, you can write to ABTA Ltd, 30 Park Street, London SE1 9EQ or phone: 020 3117 0500.

8. Changes by you. Once a booking has been confirmed by us on behalf of your accommodation Owner, should you require it to be amended or reissued for any reason (including for example accidental loss of the original invoice) then an administration fee of £25.00 will be charged. You may transfer your booking to someone else/ another party (introduced by you) at any time providing you pay the administration fee of £25.00 and any outstanding balance.

Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

9. Cancellation by you. Telephone us immediately if you have to cancel quoting your booking reference or instruct your travel agent to do the same on your behalf. Your cancellation is effective from the date we receive telephone notification from you or your travel agent, which will be acknowledged.

Personal Travel Insurance premiums are refundable in full in case of cancellation, regardless of the cancellation reason.

If you cancel, the following charges will be payable by you to us, to cover our costs and any charges made by the Owners:

For stays of up to 7 nights:

Cancellations made more than 7 days before your start date: £25 administration fee.

Cancellations made 7 days or less before your start date: 100% cancellation charge.

For stays of 8 nights or more:

Cancellations made more than 21 days before your start date: £25 administration fee.

Cancellations made 21 days or less before your start date: The price for the first 7 nights of your stay.

Please note that credit card charges and administration fees are non-refundable in any event.

Part cancellations:

If only one person in your party needs to cancel, this will not normally affect the total cost of your booking unless you cancel any travel arrangements or extra services which are charged on a 'per person basis'. In these instances, we will provide a refund of any per person charges paid after taking off any cancellation charges made by the owner.

10. Linen, Towels and Keys. Provision of bed linen, duvets and towels will be as described in the accommodation description. You may be asked for a security or key deposit at some locations.

11. Identification. Photo identification of the person whose name is on the booking may be required when checking in. If required, this will be stated on your confirmation documents.

12. Cancellation by your accommodation Owner or us. Very occasionally, in circumstances of 'force majeure' as defined in clause 15, we or your accommodation Owner may have to cancel your booking. We will tell you as soon as possible, and offer you an alternative or a full refund. We regret we cannot pay compensation or any reimbursement of any expenses or costs you may incur as a result of any such cancellation or change.

13. Activities and facilities. The accommodation Owner reserves the right to alter or withdraw amenities or facilities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond its control.

The opening and closing dates of facilities are shown in the accommodation description.

14. Your property. The check in times for your booking will be stated on your booking confirmation if you are expecting to arrive late please contact the owner in advance of your stay. If you fail to do so, you may not be able to get into the property.

Some owners may ask you to pay a security deposit or pre-authorisation when you arrive. If this applies to your chosen property, we will tell you the amount at the time of booking. The owner will refund the security deposit at the end of your rental period (less any costs for breakages, damage and so on, if it applies); Please note this may take a few days to clear back into your account.

You and all members of your party agree to keep the property clean and tidy, to leave the property in a similar condition as you found it when you arrived, and to behave in a way at all times while at the property which does not break any law. You and all members of your party also agree not to use the property for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay in it who we have not previously accepted on behalf of the owner. You are responsible to the owner for the actual costs of any breakage or damage in or to the property - along with any extra costs that may result - which are caused by you or any members of your party. The owner can ask for an extra payment from you to cover any related costs. The accommodation Owner has the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).

You also must not allow more people than the website states to stay in the property. And, you cannot significantly change the number of adults or children during your stay. (For example, if you book for two adults and two children, you cannot arrive with four adults and no children.) If you do any of these things, the owner can refuse to hand over the property to you, or can repossess it. If the owner does this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have

paid for your booking. And we or the owner will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) Neither we nor the owner are under any obligation to find any alternative accommodation for you.

You must allow the owner or their representative (including workmen) access to the property at any reasonable time during your stay.

15. Unreasonable behaviour. The Owners of all accommodation have the right to refuse to hand over accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests or to members of staff. Depending on the reasons for refusal, hire charges paid will either be withheld or refunded in full as quickly as reasonably practicable, the contract will be terminated and the Owner will not have any further liability.

The Owners of all accommodation reserve the right to terminate a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party is likely to impair the enjoyment, comfort or health of other guests, residents or members of staff. In these circumstances, no refund will be given.

16. Additional Charges. You are liable to the Owner for any damage or breakages caused in the accommodation during the period of hire. The accommodation Owner has the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). The Owner expects the apartment to be left in a reasonable state on departure. If in the Owner's opinion, additional cleaning is required, you will be liable to the Owner for the cost of this cleaning. See clause 14 above.

17. Party Type. Group/Party Bookings. The organiser or leader of a group or party booking is responsible for providing the party details. Should you arrive at your accommodation with such a group without notifying us of the required details which we pass on to the Owner, the Owner has the right to refuse to hand over the accommodation to you. You may be asked to pay a Security Deposit at time of take-over.

Wheelchair/Disabled Persons. Some of the accommodation we feature is unsuitable for visitors with mobility difficulties. To ensure the accommodation and location booked is suitable for visitors with a disability, it is essential that all booking requests from parties including people with special needs, give us full and clear details of those needs at the time of booking. We also require confirmation as to whether or not the disabled visitor will be accompanied on their holiday by an individual able to attend to all their requirements which we will pass on to the accommodation Owner.

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18. Special Requests (e.g. for adjacent apartments on a specific floor). These cannot be guaranteed, but every effort will be made to satisfy them.

19. Complaints. If you want to complain, we, together with the owner, will want to take action to sort your complaint as soon as possible. Because the contract for your accommodation is between you and the owner, you should put any queries or concerns to them. It is essential that you contact the owner or their representative immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless the owner is told promptly. If you discuss the problem with the owner or their representative during your stay at the property, it can usually be sorted out straightaway. In particular, complaints which would only be temporary (for example, complaints on how the property has been prepared or the heating not working) cannot possibly be investigated unless registered during your stay. If you cannot contact the owner or their representative, or if you are not happy with their response, you should immediately phone our Customer Care Line on the number shown on your confirmation. If, after this, you feel that the problem has not been dealt with to your satisfaction, you must, within 30 days of returning from your stay, put your complaint in writing to us. We will then pass this on to the owner. Send your letter by recorded delivery to our office at Sunway House, Raglan Road, Lowestoft, NR32 2LW, marked for the attention of the Customer Relations Department. We have designed this procedure to make sure we can sort out complaints as quickly as possible. Please help us and the owner to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate. As we act only as an agent for the owner, we cannot accept any legal responsibility for your accommodation or personal property. If we help to sort out a complaint, we are doing so as an agent only.

20. Force Majeure. We, on behalf of ourselves as agent, and the accommodation Owner, do not accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to "force majeure".

Circumstances amounting to "force majeure" include any event which we or the owners could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond the owner's control. As agent, we are not liable for any loss or damage

arising by reason of force majeure. Our liability is set out in Clause 24.

21. Your Pet. You may bring your pet with you to some of the apartments. Any additional cost will be quoted at the time you make your booking. You must tell us that you are bringing a pet when you make your booking. You must bring your pet basket with you and ensure that your pet(s) does not lie on the bedding or chairs under any circumstances. Pets must not be left unattended in accommodation.

Animals other than dogs can only be accepted with specific permission.

In the interest of visitors' safety, and following government legislation, we are sorry we are unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation.

22. Assistance Dogs. Registered assistance dogs are accepted free of charge at all apartments, subject to the availability of suitable accommodation.

23. Your Vehicles. Your vehicles, their accessories and contents are left entirely at your risk. Neither your Owner nor we as agent are responsible for any loss or damage from or to any vehicle from any cause whatsoever. Parking and other regulations may vary from one apartment to another.

24. Our responsibility for your booking. We are responsible for making your booking in line with your instructions. As we act only as agent, we cannot accept any liability for any information about the accommodation that we pass onto you in good faith.

However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

25. Personal Insurance. You are strongly recommended to take out Personal Insurance for your trip. This is available from Hoseasons Holidays which is authorised and regulated for the sale of travel insurance by The Financial Services Authority No: 312463. Full details of the cover provided are available on this website and if purchased, will be sent to you with your booking confirmation.

26. Passports, visas and health requirements. Unfortunately, we cannot accept any legal responsibility if you or any members of your party are refused entry onto any transport or into any country due to the failure on the part of the person concerned to carry or supply correct documents. If you, or any member of your party, are not a British citizen or hold a non-British passport, you must check passport and visa requirements

with the embassy or consulate of the country or countries through which you are planning to travel. If you do not have the documents you need and this results in fines, charges or other financial penalty made on us or any owner, you will be responsible for repaying them to us. The law allows us to ask to see any personal details, including passport numbers, if we need to do so.

27. Data Protection Policy. In order to process your booking we and your travel agent need to use the information you provide such as name, address, any special needs etc and send it to the Owner.

Proper security measures are in place to protect your information which we pass on to the relevant Owner of your accommodation and travel arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs/ immigration if required by them, or as required by law.

We will not, however, pass any information onto any person not responsible for part of your accommodation and travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant person.

Your data controller is: The Hoseasons Group Ltd.

You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will hold your information, where collected by us, and may use it to inform you with holiday or special offer information. If you do not wish to receive such approaches in the future, please write to us. We will not pass your information on to any third parties for marketing use without your permission.

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Prices and booking conditions may be changed or varied subsequently. Please see our website for latest details.

The Hoseasons Group Ltd.

A Wyndham Worldwide company.

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