

**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.**

We Hoseasons Holidays (company number 00965389) trading as Hoseasons, arrange bookings of City Break Apartments as agent of the owner of the accommodation and other services. Your contract will be with your accommodation or other service Owner (referred to as Owner from now on) and these booking conditions set out the basis of your contract with the Owner. They also set out the basis of our involvement as booking agent. When you make a booking, you make an offer to your Owner which we are free to accept or reject on their behalf. In making a booking, you warrant that you are 18 years of age or over and have the authority to accept and do accept on behalf of your party the booking terms and conditions set out below.

**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.** Your booking is confirmed and a binding contract comes into existence between you and the Owner once we have received payment from you and we have issued a hire invoice and booking acceptance by e-mail, fax or post on behalf of your Owner. 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.

You must check your hire invoice and booking acceptance as well as all other documents we send you carefully as soon as you receive them. If any information appearing on any document appears to be inaccurate in any way, you must let us know straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any document within 10 days of our sending it out (5 days for tickets) or before your stay, whichever is sooner.

The contract shall be between you and your accommodation Owner and be subject to English Law and the non-exclusive jurisdiction of the Courts of England and Wales.

**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 £26.

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 12 below.)

**5. 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 reinvoiced 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.*

**6. Cancellation by you.** Telephone us immediately if you have to cancel and on the same day send us written confirmation by post, email or fax 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 your written confirmation 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: £26 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.*

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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. In such cases all hire charges paid will be 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.

**12. 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 4 above.

**13. 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.

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

**15. 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 19.

**16. 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.

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

**18. 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.

**19. 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.

**20. Comments or concerns.** You must notify any shortcomings with your accommodation to the Owner or their representative immediately so that remedial action, if appropriate, can be taken. If a significant problem is not resolved to your satisfaction, please contact us as soon as possible during your holiday and we will liaise with the Owner.

It may affect the investigation of your complaint and may impact on the level of compensation that you may be entitled to if you fail to notify the Owner or his/her representative and ourselves of any complaint or claim during your stay and write to us with full details within 28 days after your stay had ended.

**21. 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.

**22. 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: Hoseasons Holidays.

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.

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