



Dales Holiday Cottages

Booking conditions

Please read these conditions carefully. They set out the basis of your agreement with Dales Holidays Cottages Ltd and the cottage owners who provide your holiday. We, Dales Holiday Cottages Ltd (company number 2316940) trading as Dales, act as agent in booking your cottage ('accommodation'). Your contract will be with your accommodation owner (referred to as Owner from now on). In making a booking, you warrant that you are 18 years of age and have the authority to accept and do accept on behalf of your party the terms and conditions set out below.

1. Terms. All terms are either per week or per short break (start day as specified) for the accommodation as equipped and described. The usual check-in time is 3.30pm (subject to unavoidable delays). The check-out time (usually 10am) will be shown on your hire invoice. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay. Prices include VAT (where applicable) at the rates applicable at the time of printing and are subject to change if the rates or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your holiday will on behalf of the Owner be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

We reserve the right to alter prices in this brochure or on the website, which may go up or down. We will advise you of the current price at the time of booking. These terms and conditions are applicable to bookings made by phone from this brochure. The terms and conditions for bookings made on-line through our website may change from time to time. Please check at the time of booking.

2. Making a booking. All offers and bookings are subject to availability. A binding contract comes into existence between you and the Owner once we have received your deposit and we have issued a hire invoice and booking acceptance by e-mail, fax or post on behalf of your Owner.

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.

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. If your holiday price includes the 'small party reduction' the number in your party must not exceed that advised at the time of your booking and included on your booking confirmation. Babies under 2 may or may not be counted as members of your party. The Owner has the right to refuse to hand over the accommodation to any party exceeding these limitations, or to terminate the holiday of anyone exceeding these limitations at any time during the holiday. You should check the policy of your chosen accommodation carefully before booking.

4. Payment. When you book you must pay the applicable deposit requested. If you choose to purchase our Personal Travel Insurance, we will use part of this deposit to pay your premium to the insurers. This means you don't need to pay us an additional amount at the time of booking to cover your insurance.

If you do not wish to take out our Personal Travel Insurance, you must opt out when making your online or telephone booking.

Your balance is due and payable by the date printed on your Hire Invoice (10 weeks before your holiday start date). For bookings made within 10 weeks of your holiday start date you pay the full amount when you make your booking.

Payments made by credit card are currently subject to a charge of 1.8%. At present, there is no charge for debit cards.

5. Changes by you. Once a booking has been confirmed by us to you, should you require it to be amended or re-invoiced for any reason (including for example accidental loss of the original invoice) then, if we accept this change, a fee of £30.00

will be charged. Up to 8 weeks before the holiday start date you may change your holiday start date to another date within the same calendar year, subject to availability and payment of the above fee and any outstanding difference in price. You may transfer your booking to someone else/another party (introduced by you) at any time providing you pay the administration fee of £30.00 and any outstanding balance.

Please note: Bookings may not be transferred to other parties after we have received notification of cancellation. Change of accommodation will be treated as a cancellation of the original booking and may be subject to cancellation charges.

6. Cancellation by you. Telephone us immediately if you have to cancel and on the same day send us written confirmation quoting your booking reference number. Your cancellation is effective from the date we receive your written confirmation by post, email or fax which will be acknowledged.

Personal Travel Insurance premiums (if you have paid your balance) are refundable in full in case of cancellation, regardless of the cancellation reason.

(a) Cancellation for a Qualifying Reason

In this section some of the words and expressions used have specific meanings. These words are shown with capital letters at the start and their meanings are explained in the glossary below.

Subject to receipt of satisfactory documentary evidence, you will be entitled to a refund and a waiver of responsibility for any balance payment due (less £50 administration charge) if you cancel at any time after we accept your booking and before you leave Home to start your Holiday or you curtail your Holiday at any time after you leave Home and before your planned return to it on the Holiday end date (provided that everyone in your entire party cancels or curtails the Holiday and the property is left vacant) and your reason for doing so did not exist at the time of booking and is any of the following:

- the death, bodily injury, illness or admission to Hospital as an in-patient of you or any other person in your party; a Partner; or a member of your Immediate Family where the cancellation or curtailment is certified as medically necessary by a Qualified Medical Practitioner;
- compulsory quarantine of any person in your party or their travel being prevented by Government restriction following an epidemic;
- redundancy qualifying for payment under any applicable statute of any person in your party; which is notified to and received by you (or any person in your party) after your booking is accepted;
- Hi-jack of an aircraft or conveyance in which you/your party is travelling as a passenger;
- you or a person in your party being required for compulsory jury or witness service in a Court of Law in proceedings to be undertaken in the time between their leaving Home to start the Holiday and returning Home after the Holiday;
- Police advising against travel due to adverse weather conditions;
- Police requiring a person in your party to attend following theft at their Home or usual place of business; or
- damage rendering the Home of any person in your party uninhabitable,

The calculation of the amount due is as follows;

- if you have paid your balance, we will refund your deposit and your balance less a £50 administrative charge (the booking fee, amendment and credit card charges are non-refundable).
- if you have not paid your balance, we will refund your deposit less a £50 administrative charge (the booking fee, amendment and credit card charges are non-refundable) and waive your balance due.
- If everyone in your party curtails the holiday and returns home, we will give you a proportionate refund of the cost of the holiday less a £50 administrative charge (the booking fee, amendment and credit card charges are non-refundable).

The £50 administrative charge is to cover our costs and charges incurred in the process.

You will not be entitled to any refund or waiver of responsibility for any balance payment due if the cancellation is due to any of the following:

- War, whether declared or not;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;
- any person in your party deciding not to travel, or if already left Home, deciding not to continue;
- any person in your party's loss of enjoyment of the Holiday;
- any accident to or illness of any person in your party's family pet;
- adverse changes in any person in your party's financial circumstances or unemployment other than redundancy as described above.

You will need to let us know immediately a cancellation situation has arisen and provide us with all the information and documentation, and allow us to carry out any investigations, we may reasonably require to assess whether you are entitled to a refund/waiver under our Booking Conditions.

Glossary:

Holiday – any trip involving pre-booked travel or accommodation, devoted entirely to pleasure, rest or relaxation in the United Kingdom and booked through Dales Holiday Cottages.

Home – usual permanent place of residence.

Hospital - any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where a person in your party is under the constant supervision of a Qualified Medical Practitioner.

Hi-jack – unlawful seizure or taking control of an aircraft or conveyance in which a member of your party is travelling.

Immediate Family - means the Partner, or the child, grandchild, brother, sister, Parent, or grandparent of you or a person in your party, or anyone noted as next of kin on any legal document.

Parent or Legal Guardian - a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Partner - a spouse of, civil partner registered pursuant to the Civil Partnership Act of; or someone of either sex with whom you or a person in your party has been living as though they were their spouse for at least three months.

Qualified Medical Practitioner - a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a person in your party or a relative of any such person, unless approved by Dales.

War - means armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

Cancellation Procedure:

- If a cancellation or curtailment situation arises for a qualifying reason, please contact us immediately first by phone and then in writing by email, post or fax, supplying documentary evidence, including medical certificates where appropriate. Our address is Dales Holiday Cottages, Carleton Business Park, Carleton New Road, Skipton, North Yorkshire, BD23 2AA.
- You and your party must take ordinary and reasonable care to safeguard against loss, damage, accident, injury or illness

