Hoseasons

Booking Conditions

Country Cottages

BOOKING CONDITIONS

Please read these conditions carefully. They set out the basis of your agreement with Hoseasons Holidays Limited and the owners/providers who provide your cottage and other services.

We, Hoseasons Holidays Limited (company number 00965389) trading as Hoseasons, act as agent in booking your cottage ('accommodation') and other services. Your contract will be with your accommodation owner or other service provider (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 (Saturday to Saturday*) or per short break (start day as specified) for the accommodation as equipped and described. The usual check-in time is 4pm (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.

**For holidays of 7 days or more starting Sunday, Monday or Tuesday, the previous Saturday charges apply; for Wednesday, Thursday or Friday starts the following Saturday charges apply.*

For 3 or 4 night breaks that cover two price periods, the price of the week in which the greater number of nights are taken applies.

We reserve the right to alter prices in our brochure or on the website, which may go up or down. We will advise you of the current price at the time of booking. The terms and conditions for bookings 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. Any payments for your holiday 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. 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 (5 days for tickets).

The contract shall be between you and your accommodation or other service 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 are not normally 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.

Standard Deposit

Price (per week or short break per property)	Deposit
Up to £200	£75
£201–£300	£110
£301–£350	£140
£351–£400	£140
£401–£500	£170
£501–£750	£220
£751–£1,000	£290
£1,001–£1,500	£340
over £1,500	£390

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.

If the deposit and/or balance is not paid on time, we may cancel 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 £25.00 will be charged together with any costs or charges imposed by other service providers. 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 £25.00 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 or see your travel agent. Your cancellation is effective from the date we receive your written confirmation by post, email or fax, from you or your travel agent, which will be acknowledged.

For early bookings for 2010, we GUARANTEE an unconditional refund of the money you have paid for your accommodation if, on or before 20 January 2010, you have to cancel (for any reason) any holiday booked to be taken from 26 March 2010 onwards.

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 for your accommodation (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;
- 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 (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 (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 accommodation less a £50 administrative charge (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 if 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 Hoseasons.

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 Hoseasons.

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 e-mail, post or fax. You will also need to complete a cancellation form which will be supplied on request or can be downloaded from the Hoseasons website www.hoseasons.co.uk/pdfs/2010cancellationform.pdf.
- You and your party must take ordinary and reasonable care to safeguard against loss, damage, accident, injury or illness
- All information provided to us must be complete and accurate
- You must supply the information using our cancellation form
- You will not be paid if you or your party do not comply with any obligation to act in a certain way specified in this clause or if they are dishonest
- All certificates, information and evidence provided by you shall be at your expense

Continued overleaf…

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If you are due a refund, you will be paid in £ sterling within 30 days of receipt of valid documentary evidence (including medical and death certificates where appropriate).

(b) Cancellation for a non-qualifying reason

If you cancel for a reason other than one of those listed in Section 6(a) above, a charge will be payable by you to cover our costs including charges by third party operators. These charges are set out below:

Period before scheduled arrival date within which written cancellation notification is received	Cancellation charges as a % of total costs (excluding amendment and credit card charges which are non-refundable)
More than 56 days	Loss of Deposit*
43 – 56 days	50% +
29 – 42 days	70% +
8 – 28 days	90% +
7 days or under	100% +

******If you book under a low deposit promotional offer, you will be responsible for payment of the difference between the amount paid and our standard deposit (see clause 4). If you have purchased our personal travel insurance and only paid your deposit at the time of cancelling, the amount retained is the full deposit.*

+Please note: The cancellation charge applicable will be equal to the loss of deposit or the percentages shown, whichever is higher.

7. Linen, Towels and Keys. Except for cots, bed linen is provided. This may be duvets or blankets and sheets. Please take bed linen for cots with you as required. Towels are not normally provided unless stated as provided in the property descriptions.

8. Cancellation by your Owner or us. Very occasionally, in circumstances of 'force majeure' as defined in clause 15, we or the 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.

9. Brochure and Website accuracy. We have taken care to ensure the accuracy at the time of publication of our brochure and continuously with the website, however information and prices may have changed by the time you book. There may be small differences between the actual accommodation and facilities and its description, as we and the Owners are always looking for ways to make improvements. As we act only as agents for the Owner, we cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and/or services, except in the case of negligence by us. We will use our best endeavours to notify you of any changes to, or inaccuracies in any information contained in our brochure or on our website as soon as reasonably practicable after we become aware of that change or inaccuracy.

10. Activities and facilities. Your accommodation Owner reserves the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond his/her control.

The opening and closing dates of facilities are shown on for each property. Opening times may be limited outside the main holiday season.

11. Unreasonable behaviour. We and the Owners of all accommodation have the right to refuse to hand over accommodation to anyone who, in the reasonable opinion of the Owner is not suitable to take charge of it. In such cases all hire charges paid will be refunded in full as quickly as reasonably practicable, the contract will be terminated and neither we nor the Owner will have any further liability.

We and the Owners of the accommodation reserve the right to terminate a holiday after the keys have been handed over, if the unreasonable behaviour of anyone in your party is likely to cause danger or significant annoyance to others or damage to property. In these circumstances, no refund will be given. Please note that unreasonable behaviour specifically includes smoking by any member of your party in a property specifically designated (and advertised by us) as a no smoking property.

12. Damage to the property. You are liable to the Owner for any damage caused in the property 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).

13. Party Type. ***Groups, organisations, charitable institutions and multi-accommodation bookings:*** If your party includes unrelated members from an organisation or has been funded/organised on behalf of a third party such as a local authority, charitable, religious or NHS Trust, we, on behalf of the Owner, need the following information when you book:

- the full name of the organisation supporting or funding your booking
- the name and contact details for the person responsible for (and accompanying) the party during the holiday

Should you arrive at your accommodation with such a group without notifying us of the required details, the Owner has the right to refuse to hand over the accommodation to you. You may be asked to pay a Security Deposit at the time of take-over.

Single-sex groups and younger parties: The owners of the properties featured cater primarily for family holidays, and single-sex groups or younger parties may not be permitted. Where this is the case, you will be informed at the time of booking. Where these parties are permitted, you may be asked to pay a Security Deposit at the time of take-over.

Disabled, infirm and restricted mobility visitors: Where access to or the layout/features of any property makes it unsuitable for visitors with mobility difficulties, every effort has been made to ensure that our description makes this clear. 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. If your party includes individuals who usually require special care due to a disability, you are entirely responsible for ensuring that all members of the group are adequately cared for at all times by a suitable person.

14. Security Deposits. For certain properties, the Owner reserves the right to ask for payment of a security deposit. Where a security deposit is payable, you will be informed at the time of booking and the deposit (and the amount payable) will be confirmed to you on your Booking Confirmation. The deposit is payable directly to the owner/caretaker on or prior to arrival and will be returned to you within 10 days of departure by them. We do not collect, hold or return security deposits.

15. Force Majeure. Neither we nor the Owner can 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, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond the owner's control.

16. Your Pet. Some owners will accept pets. A charge of £25 per pet, per week or short break is made for this facility. 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 property or elsewhere, and must be exercised on a lead and in the charge of an adult.

Animals other than dogs can only be accepted with specific permission from the property Owner.

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 in all properties in our brochure and on our website, subject to the availability of suitable accommodation.

18. Your Vehicles. Your vehicles, their accessories and contents are left entirely at your risk. Neither the Owner nor we as agent are responsible for any loss or damage from or to any vehicle from any cause whatsoever.

19. Our responsibility for your booking. We are responsible for making your booking in line with your instructions, and are not responsible for any information about the accommodation that we pass on to 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 his/her 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 your 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 holiday and write to us with full details within 28 days after your holiday had ended.

21. Car Ferry. If you book a car ferry through us (acting as agent), you and all members of your party are subject to the terms and conditions of the ferry operator, some of which may limit or exclude the ferry operator's liability to you. Copies of these terms and conditions are available on request from ourselves or the ferry operator and we rely on these terms and conditions too.

22. Personal Travel Insurance. You are strongly recommended to take out Personal Travel Insurance for your holiday. This is available from Hoseasons Holidays Ltd which is authorised and regulated for the sale of travel insurance by The Financial Services Authority No: 312463. Summary details are shown in our brochure and on our website. Full details of the cover provided will come to you with your Booking Acceptance.

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

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. The Owner or the Supplier's use of your information is subject to their policy and is their responsibility.

Your data controller is: Hoseasons Holidays Ltd.

You are entitled to a copy of your information held by us. If you would like to see this please contact us.

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