

**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. Hoseasons Cottages is a trading name 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 in the brochure or website description of your chosen property or properties); and
- the 'Important information' section of the brochure, the website or other publication we tell you about.

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 Making your 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.

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. 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 or email 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 deposit 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 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 before we send you your written confirmation. 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.

## **2 Payment**

When you book, you should pay the deposit amount due (plus any insurance premiums you have to pay) by debit or credit card, or by sending us a cheque. (We only accept payment in pounds sterling.) We must then receive the rest of the money owed no less than 10 weeks before the start of your trip. However, if you book less than 10 weeks before the start of your trip, we must receive full payment of the total cost (including any travel insurance premiums) when you make the booking. For any accommodation booked less than two weeks before your intended stay, you must pay for the booking in full by debit or credit card, or by bank transfer, at the time of booking.

If you do not pay any payment due in relation to your booking by the appropriate date we, on behalf of the owner, are entitled to assume that you want to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date and pay them to the owner.

If you pay by credit card, we will charge up to 2.5% for each payment made this way to cover costs and charges we have to pay in connection with credit-card payments, subject to a minimum payment of £2. If your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £26.

## **3 Pricing**

We may increase or reduce the prices of unsold products and services or correct mistakes in pricing at any time before we confirm your trip. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking.

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.

## **4 Offers with a low deposit**

Occasionally, we make offers giving you the chance to book properties with either no deposit or a deposit which is lower than usual. We will give you details of any extra terms that may apply to the offer before, or when you make your booking. You should read these with these booking conditions. If you book a property with either no deposit or one which is lower than usual, you also agree to pay the difference between the amount paid and the usual deposit, plus any booking fee and any travel insurance premiums due, either at the time the balance of your booking is due or, if you cancel, at the time you cancel the booking. If you cancel, you must also pay all other cancellation charges which may apply. Please see section 7 for details on cancellations. You will still have to pay any travel insurance premiums at the time of booking, if this is something you have chosen.. We can also decide to extend any offer.

## **5 Brochure or website 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 in the brochure or 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.

## **6 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](http://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 eighteen 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 quick and cost-effective way. you can ask us for details or go to [www.abta.com](http://www.abta.com). Or, you can write to ABTA Ltd, 30 Park Street, London SE1 9EQ or phone: 020 3117 0500.

## **7 If you change or cancel your booking**

### **a Changes**

If you want to change any detail of your confirmed booking, we will do our best to make the changes. However, we must receive your notice in writing or get written notice from your travel agent. Also, we cannot guarantee that the owner concerned will be able to meet your request. You must also enclose a payment of £26 with this notice for each change or £41 for each change if we have already issued your travel documents. Plus you will have to pay any costs we have to pay to the owner. We will charge for any amendment at the current brochure price, which may be different from the price in the brochure from which you booked your chosen arrangements. We may treat changes to your dates or accommodation as a cancellation of the original booking and so you will have to pay cancellation charges.

### **b Full cancellations**

If you have to, or want to, cancel your booking, you must phone us on the number shown on your booking confirmation as soon as possible. The day we receive your notice by phone to cancel is the date on which we will cancel your booking with the owner.

Depending on your reason for cancellation, you may receive a refund authorised by the owner of all money you have paid to us for your booking (apart from booking fees and, if it applies, the premium for any personal travel insurance you have arranged with us, any amendment charges, and credit-card charges you have already paid). We will also keep a cancellation administration fee of £51 for each week or part of a week for your booking.

The conditions for getting a refund referred to above only apply if the cancellation applies to all members of your party. All prices are for the whole property and not on a per person basis.

Under your contract with the owner, to qualify for a refund you must have one of the following reasons and may be asked to send evidence;

- Illness or pregnancy (we will need to see medical evidence that you or a member of the party is unfit to travel). We will not cover pregnancy if the relevant person was pregnant before the booking was made. And we will not make a refund if the woman is due to give birth within 14 weeks of the arrival date home
- Death
- Redundancy (as long as the employment has been continuous with the same employer for at least two years)
- Jury or witness service (in a court of law)
- Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, son or daughter, son-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother, fiancé or fiancée)
- Your home is damaged and cannot be lived in because of a fire, storm, flood, subsidence or malicious damage
- The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your holiday or within the seven days before this
- You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost booking from another source).
- Or, you are placed in quarantine.

Please note that all of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of your booking.

You may also receive a full refund if you cannot reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident while on the way there. ( This only applies if you have made every effort to try to complete your journey. You will need to produce evidence from the police or Highways Agency) Although a refund is available in these circumstances you may prefer to delay your arrival. In these cases you will receive a 15% refund for each 24 hour delay (up to a maximum of 72 hours = 45% (For short breaks, you will receive a fixed refund of 45% for all arrivals delayed for more than 24 hours.

We will ask you to fill in a booking cancellation form which may need signing by a medical practitioner or employer. In this case, we may need you to give us more information from other people (we will tell you at the time).

The following reasons for cancellation do not qualify for a refund as set out above. Suicide or attempted suicide, deliberate self-injury, the effect of alcohol or drugs, or any other reason which we have not specifically referred to.

If the reason for cancellation does not fall within one of those given above, for example, you do not want to travel, your leave is cancelled by your employer (other than HM Forces or the police) and so on, you will have to pay a cancellation charge based on the number of days before the arrival date at the property that we receive notice, as shown in the following table. This means that if you have paid the balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not paid your total booking cost, including any booking fee and the premiums for any insurance (if you have bought this) by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. For the purpose of the table below, accommodation cost means the total cost of the accommodation booking, including any extra items. You will still have to pay **any insurance premiums, booking fees, credit-card charges and administration fees for making any changes.**

**If you have already paid insurance premiums, booking fees, credit-card charges and administration fees, we will not refund these if you cancel.**

### Cancellation charges

<b>Number of days before the start date of your trip that we receive your notice to cancel</b>	<b>Cancellation charge (plus all booking fees, insurance premiums, credit-card charges or administration fees you owe)</b>
More than 70 days	Full deposit (including any balance of the deposit due)
29 to 70 days	50% of the accommodation cost or full deposit (including any balance of deposit due), whichever is greater.
15 to 28 days	75% of accommodation cost
14 days or less	90% of accommodation cost
On arrival date or later	Full accommodation cost

If you live outside the UK and have booked through a local agent, the term accommodation cost in the above cancellation charges table means the amount paid by your local agent to us after taking off any booking fees, insurance premiums and any administration charge paid to us for making any change.

### c Cutting short your stay

You can also get a refund as set out above if your stay is cut short for any of the reasons set out in b above. In this case, we will refund the appropriate percentage of the cost of your stay. This only applies if everyone from your party leaves the property. If your stay is cut short for medical reasons affecting any person in your party, you will need to produce a certificate from a local doctor, confirming that they needed to return home.

#### **d 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.

#### **8 Cancellations or changes by the owner**

The owners do not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected. The owner has the right to do this. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change.

#### **9 Events beyond our control**

Unless we say otherwise in these booking conditions, unfortunately neither we nor the owner will be legally responsible either jointly or individually for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we or the owner could not, even with all due care, expect or avoid, including but not limited to:

- strike
- lock-out or labour dispute
- natural disaster
- acts of terrorism, war, riot or civil commotion
- malicious damage
- keeping to any law or governmental order, rule, regulation or direction
- accident
- breakdown of equipment or machinery
- insolvency or bankruptcy of an owner
- fire, flood, snow or storm
- difficulty or increased cost in getting workers, goods or transport; and other circumstances affecting the supply of goods or services.

#### **10 Our legal responsibility to you**

As we act only as agent for the owner, we cannot accept any liability for any act or neglect on their part or of anyone representing or employed by them. And we cannot accept any liability for any problems or faults with or in any property as all properties are only controlled by the owners. Your contract with the owner is governed by their terms and conditions, which may contain other limits on their liability. If you have any complaints about any services we provide (as opposed to any provided by the owner), you must let us know immediately in writing and in any event within seven days of the end of any arrangements booked through us. We regret we cannot accept any legal responsibility if you do not let us know. We will not pay more than the commission we have earned for the booking, plus any connected expenses you cannot recover from elsewhere, if we are found to be at fault in relation to any service we provide (as opposed to any service provided by the owner, for whom we are not responsible). We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees, or for any criminal act we may commit.

Neither we nor the owner can be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond the owner's control.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers or swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

### **11 Owner's terms and conditions**

In some cases owners provide services in line with their own terms and conditions. Some of these terms and conditions may limit or exclude what they are legally responsible to you for. We may send you any relevant terms to you on their behalf.

### **12 Insurance**

We recommend that you take out enough travel insurance to cover you for your total stay.

### **13 Disabilities and medical problems**

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If the owner reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

### **14 Your property**

The Owner has set the following conditions on your stay at the property. You can arrive at the property at any time after 4pm (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 10am on the last day. If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact the person whose details are given in the location guide. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let the person whose details are on the location guide know you are arriving late, we may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

Some owners may ask you to pay a security deposit 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).

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 owner can refuse to allow you into the property or ask you to leave if they reasonably believe you or any member of your party behaving illegally, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any members or your party. We will treat these circumstances as a cancellation by you. You also must not allow more people than the brochure 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. You would get notice of this if it was needed (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, the owner can enter the property at any time without giving you notice).

Pets are not allowed unless we say so in the brochure. If you take a pet with you, it is not allowed on beds or furniture, or in any shared facilities, such as swimming pools or shops. Do not leave any pets unattended in the property, and you must keep dogs on a lead within the boundaries of a property (including the garden). Registered guide and support dogs belonging to those with sight and hearing difficulties are allowed in all properties featured in this brochure even if the property description says that pets are not allowed. If you or any member of the party has an allergy, we cannot guarantee that a registered guide or support dog has not stayed in your chosen property nor can we accept any legal responsibility for any suffering as a result of animals having been there. You should also read the information on taking pets on holiday included in our brochure or on our website.

## **15 Special requests**

If you have any special requests, you must let us know when you make a booking and confirm them in writing. Although we will try to pass any reasonable requests on to the owner, we cannot guarantee that any request will be met. Confirmation that we have noted a special request or passed it to the owner, or of the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we or the owner fail to meet any special request, it will not mean we or they have broken your contract.

## **16 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 Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA, 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.

## **17 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.

## **18 Governing law**

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you must agree that any dispute will be dealt with by the courts of England and Wales.

## **19 Communicating with you**

To process your booking we will need to collect and process personal information. This may, for operational reasons, be held overseas. We may from time to time record telephone calls to our contact centre. We do this for training purposes and to improve the overall quality of our service. For more detailed information about how we use personal information, please see our Privacy policy which can be found on our website.

We would like to send you information about products and services that will interest you. We may do this by post, telephone, text message or email. If you would rather that we did not do this, please tell your sales adviser when you book. Or you can indicate your preference as part of our on line booking process.

The prices and booking conditions on this website supersede all those previously published.

Prices and booking conditions may be updated, changed or varied subsequently.

The Hoseasons Group Limited

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