



Hoseasons – Boats

Booking Conditions

These terms were last updated on 1 October 2024. Historic booking conditions are listed on the final page of this document.

CONTENTS

<u>1. Introduction</u>	<u>7. Deposit</u>	<u>12. Cancellations by us or the Owner</u>
<u>2. Our role as agent</u>	<u>8. Pricing</u>	<u>13. Accommodation rules</u>
<u>3. Your use of the booking</u>	<u>9. Changing your booking</u>	<u>14. Complaints</u>
<u>4. Website details</u>	<u>10. Customer cancellations</u>	<u>15. Privacy</u>
<u>5. Making your booking</u>	<u>11. Changes by us or the Owner</u>	<u>16. Other terms</u>
<u>6. Payment</u>		

1. Introduction

- 1.1. We are Awaze Vacation Rentals Ltd (“we”, “our”, “us”) of Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW. Our company registration number is 00965389 and our VAT registration number is GB 598 22 99 77. We operate under several brands including cottages.com and Hoseasons.
- 1.2. By booking with us, you confirm that you accept these booking conditions and any other written information we bring to your attention before confirming your booking.

2. Our role as agent

- 2.1. We act as agent of the boat operator (“Owner”) of the boat accommodation (“accommodation”) that you choose, by arranging bookings and processing payments. Our responsibilities to you are limited to making the booking, and any amendments or cancellations, in accordance with these booking conditions and your instructions.
- 2.2. When you book an accommodation with us, you enter into a legally binding contract with the Owner who is responsible to you for the provision, presentation and safety of their accommodation, we are not a party to that contract and accept no legal responsibility for acts or omissions of the Owner or their representatives.

3. Your use of the booking

- 3.1. The accommodation that we advertise can only be used for holiday letting for the period of your booking, and you have no further rights. No booking is an ‘Assured Shorthold Tenancy’ or protected under the Protection from Eviction Act 1977, or any similar applicable legislation.
- 3.2. Our booking services with you are available for your personal, non-commercial use only. You may not offer for resale any booking services.

4. Website details

- 4.1. Website descriptions and photos are intended to present a general idea of the accommodation and its facilities or services and are not recommendations. There may be differences between the actual accommodation and its description. Some facilities may be unavailable or restricted and we will notify you if we become aware of this.

- 4.2. Wi-Fi availability is provided for pleasure, not for business use, and is subject to network conditions and is not guaranteed.
- 4.3. We are not responsible for inaccurate or misleading information about the accommodation unless we have been negligent. We will correct any known inaccuracies promptly.

5. Making your booking

- 5.1. You must i) be at least 18 years old at the time of booking and at least one party member must be also be at least 18 years old at the time of booking; ii) be authorised to make the booking by all adult party members; and iii) ensure that they are aware of, and agree to comply with, these booking conditions. There is a minimum occupancy for boat accommodation which will be advised at the time of booking.
- 5.2. You are responsible for making all payments to us.
- 5.3. You must ensure that all information you provide to us is true, accurate, current and complete. You must update us promptly if your details change.
- 5.4. You are responsible for satisfying yourself that the accommodation and location meet your party's needs before booking.
- 5.5. You must inform us in writing of any medical condition or disability affecting you or any party member, and any special requests, before confirming your booking. Neither we, nor the Owner, can guarantee that such requests will be met (confirmation that we have passed the request on to the Owner, or it showing on any documentation from us, is not confirmation that the request will be met). If the Owner cannot accommodate your needs or meet any special requests, we or the Owner may cancel your booking without any liability to you.
- 5.6. Once we have received the required deposit payment from you, we will send you written confirmation of your booking. This is when your binding contract with the Owner begins.
- 5.7. If you book through a third-party travel agent, we will send your confirmation and any other documentation to them.
- 5.8. We, on behalf of the Owner, reserve the right to refuse any booking before we send written confirmation. If we do so, we will promptly let you know and refund you, but neither we nor the Owner will have any legal or financial responsibility to you.
- 5.9. As soon as you receive your confirmation, please check the details carefully and let us know immediately if anything is incorrect. We are not responsible for any errors in any documentation, except where the error is made by us.
- 5.10. Even if we have sent you a written confirmation we, on behalf of the Owner, have the right to cancel a booking where there are reasonable grounds to believe that (i) the booking is not legitimate; (ii) you are likely to breach these booking conditions or any restrictions or requirements stated on the accommodation advertisement; (iii) you have provided incorrect information; (iv) you have behaved in a vexatious, abusive or unlawful manner to the Owner, their representative or our staff. If we cancel your booking in these circumstances, we will tell you in writing and neither we nor the Owner will have any legal or financial responsibility to you.
- 5.11. We recommend that you take out travel insurance to cover you and your party's needs for your total stay.

6. Payment

- 6.1. When you book, you must pay i) the deposit due or full amount (see clause 7 (Deposit)); ii) any applicable booking fee; iii) any applicable handling fee (the amount of which we will notify you in advance) for phone bookings (instead of using our online services).
- 6.2. We must receive your balance payment on the final payment date according to the number of people your accommodation is stated to sleep and when your booking will begin, which will be stated on your booking confirmation.
- 6.3. We will automatically collect the balance owed from the card that you used to pay the deposit on the final payment date, unless you pay the balance before that date or notify us of an alternative payment method. If you book after the applicable final payment date notified to you, we must receive full payment of the total cost when making the booking.
- 6.4. Failure to pay by the final payment date will result in your booking being cancelled immediately and the provisions of clause 10 (Customer cancellations) will apply.
- 6.5. You must pay by debit or credit card, and we only accept payment in pounds sterling. There is no charge for debit or credit card payments. However, if your bank refuses to make payment for any reason, an administration charge of £35 will apply.
- 6.6. All charges and refunds are made for and on behalf of the Owner, unless we have agreed differently with the Owner, as stated otherwise in these booking conditions, such as insurance fees.
- 6.7. If you book an accommodation through a third-party travel agent, they may collect payment differently. Please check with them before you make your booking.

7. Deposit

- 7.1. To secure your booking you will need to pay a non-refundable standard deposit. You will be told what the deposit is before making your booking.
- 7.2. If you book an accommodation with a deposit that is lower than the standard deposit, you agree to pay the difference between the amount paid and the standard deposit. You must make this additional payment either at the time the balance payment for your booking is due or, if you cancel before the balance due date, at the time you cancel the booking. Terms of any low deposit scheme, if available for your accommodation, will be available on our website.

8. Pricing

- 8.1. The prices charged by Owners are constantly under review. Prices of unsold accommodations may increase or decrease at any time, and we may also correct mistakes in the pricing of unsold accommodation at any time. The confirmed price will be provided by us upon booking. As changes and mistakes can happen, it is your responsibility to verify the price and details of your accommodation at the time of booking.
- 8.2. All quoted prices include any taxes and charges which may apply at the time of booking. Any changes in tax rates or government charges may result in additional amounts becoming payable post-booking.
- 8.3. We can pass on to you, after we have confirmed your booking, all costs or charges the Owner makes to us which are connected with your booking, including any price increases due to changes in the exchange rates.

- 8.4. Prices are for the entire accommodation and are not per person, except when an extra person charge applies.
- 8.5. We charge a booking fee and (where relevant) administration and cancellation charges for our services in administering your booking. We may charge a handling fee (the amount of which we will notify you in advance) if you make a phone booking, or if you change or cancel your booking by contacting us instead of using your online account. Administration fees will be charged as standard for any changes to your booking, made via your online account or via the Contact Centre, see section 9.3. This will be stated on our website or notified to you during the booking process and will be shown as a separate charge on your confirmation.

9. Changing your booking

- 9.1. Contact us using your online account or by phone to tell us about changes as soon as possible.
- 9.2. All changes require the Owner's agreement. We cannot guarantee that the Owner will be able to meet your request.
- 9.3. You cannot transfer your booking within 70 days of arrival or once the balance has been paid.
- 9.4. If the Owner agrees to your change, an administration charge of £35 is applicable for each change of dates or £60 for each change of accommodation. Additionally, a handling fee (the amount of which we will notify you in advance) will apply if you make the change by phone/email (instead of using your online account). You will also be responsible for any costs incurred by the Owner in facilitating this change for you, which, where relevant, will be notified to you.
- 9.5. Please note that the Owner may treat changes to your dates or accommodation as a cancellation of the original booking, potentially resulting in cancellation charges if you proceed.

10. Customer cancellations

- 10.1. No refunds are payable if you cut short your stay or reduce the number of guests on the booking.
- 10.2. You must notify us if you wish to cancel your booking after it has been confirmed. The day we receive your notice to cancel by phone or via your online account (where available) is the date on which we will cancel your booking with the Owner.
- 10.3. Unless clause 10.8 applies, you will have to pay a cancellation charge based on the number of days before your booking that we receive notice, as shown in the tables below. If you have not paid the total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. You will also have to pay a handling fee (the amount of which we will notify you in advance) if you cancel by contacting us (instead of using your online account).
- 10.4. In the tables below, total accommodation cost means accommodation rental price excluding any extra items charged by the Owner such as charges for pets, welcome packs or cots but not including any insurance premiums, booking fees, handling fees or administration fees charged by us.
- 10.5. Insurance premiums, booking fees, administration or handling fees, are non-refundable. If you have booked under the low deposit scheme and cancel – including before the balance due date – you will have to pay additional charges, please refer to the applicable low deposit offer terms available on our website.
- 10.6. If you have booked through a third-party travel agent, the term 'total accommodation cost' in the tables below does not include any charges made by that agent or anyone else for booking fees, travel, other travel services or any other amounts not paid to us, and you may be liable to pay such charges in the event of cancellation.
- 10.7. The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period, taking into account the charges we will incur from our suppliers (some of which will be up to 100%) and the expected cost savings and income from alternative deployment of the travel services (if possible) calculated as an average charge over a period of time.

Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled)	Cancellation charge (in addition to any booking fees, handling / administration fees you have already paid which are non-refundable)
More than 70 days	Full standard deposit
57 to 70 days	50% of total accommodation cost
43 to 56 days	60% of total accommodation cost
29 to 42 days	75% of total accommodation cost
8 to 28 days	90% of total accommodation cost
7 days or less	95% of total accommodation cost

- 10.8. If you cancel or cut short your booking due to one of the qualifying reasons listed below, and if authorised by the Owner, the cancellation charges set out in clause 10.7 will be waived and you will be entitled to a refund or pro-rata refund (where you curtail your booking) of the amount you have paid for the accommodation, less a £60 administrative charge and any previously paid amendment/handling fees (if applicable). You will also have to pay a handling fee of £20 if you cancel by contacting us (instead of using your online account).
 - (i) To rely on this clause 10.8, you must cancel the entire booking for a qualifying reason at any time after we accept your booking and before you leave home to start your booking, or where you curtail your booking, you must do so at any time before the last day of your booking. In either case, the cancellation or curtailment must be for everyone in your party such that the accommodation is left vacant.
 - (ii) The qualifying reason cannot have been in existence at the time of making your booking.

- (iii) You must provide us with satisfactory documentary evidence of the qualifying reason at your own expense and within 12 months of the date of cancellation. You will also need to complete a cancellation form that we will send you on request. If your claim is based on clause 10.8(vi)(a), the claim form or evidence submitted by you must be completed, signed and stamped by a medical professional or issued on hospital letterhead, including all relevant details.
- (iv) If you are unable to provide satisfactory documentary evidence for your qualifying reason or you do not comply with any of the requirements of this clause 10.8, and you cancel or curtail your booking nevertheless, clause 10.1 to 10.7 will apply.
- (v) You and your party must at all times take reasonable care to safeguard against loss, damage, accident, injury or illness.
- (vi) A qualifying reason is any one or more of the following occurring to you or to a party member:
 - a) death, bodily injury, illness or hospitalisation, pregnancy of you, a party member, the immediate family of you or a party member, provided that the cancellation or curtailment is certified as medically necessary by a qualified medical practitioner (see clause 18.8(iii)). For these purposes, "immediate family" includes a partner, child, grandchild, sibling, parent, grandparent, or anyone listed as next of kin on legal documentation. Please note that we will not refund for 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;
 - b) compulsory quarantine or travel being prevented by local, national or international government or health organisation;
 - c) redundancy qualifying for payment under any applicable statute (notified to you or the party member after having made the booking);
 - d) jury or witness service during the booking period (in a court of law);
 - e) unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost trip is recoverable from another source);
 - f) not being able to travel due to adverse weather conditions, during the booking period, either i) from home, or ii) to the location of the booked accommodation;
 - g) police requiring attendance of you or the party member, during the booking period, following theft of your or their home or usual place of business; or
 - h) damage rendering your or the party member's home uninhabitable.
- (vii) The following do not constitute qualifying reasons: suicide or attempted suicide, deliberate self-injury, pre-existing illnesses, the effect of alcohol or drugs or any other reason which is not specifically referred to in clause 10.8(vi).

11. Changes by us or the Owner

- 11.1. We and the Owner, reserve the right to make changes to your booking. If there is a mistake, including pricing, we reserve the right to adjust the price to correct the mistake. If you choose not to accept this, then the contract between us will be invalid and you will be entitled to a refund. You won't, however, be entitled to compensation, nor to have the stay at the lower price.
- 11.2. If we or the Owner need to make changes to your booking, we (on the Owner's behalf where the Owner is making a change), will contact you by phone or by email as soon as is reasonably practical. We will explain what has happened and let you know about the change; however, neither we (nor the Owner) will have any further liability to you.

12. Cancellations by us or the Owner

- 12.1. If we or the Owner must cancel your booking you may choose to:
 - (i) accept alternative accommodation – you may have to pay any difference in price if the cost of the new accommodation is higher or you will be reimbursed the difference if the cost of the new accommodation is lower;
 - (ii) request a voucher for the amount you have previously paid towards the booking – the voucher terms and conditions will be available before you make your choice; or
 - (iii) obtain a refund of the amount already paid by you for the booking.

13. Accommodation rules

- 13.1. **Arrival and departure:** You may arrive at your accommodation any time after 4pm on the first day of your booking and must leave by 10am on the last day (unless we tell you otherwise). If your arrival is delayed beyond 8pm on the start date, you must notify the contact listed in your arrival documentation. Failure to do so may result in difficulty accessing the accommodation. If you fail to arrive by 12 noon on the second day of your booking and haven't informed the provided contact of your late arrival, we, on behalf of the Owner, may consider your booking cancelled by you, with no refund payable. Unless we or the Owner say otherwise, you must return the boat (with all gear and equipment) to the boatyard where you hired it from and it must be in a clean and tidy condition, otherwise you may be charged.
- 13.2. **Security deposits:** Some Owners require payment of a security deposit. If applicable, this arrangement is directly between you and the Owner, which we may or may not administer on their behalf. Details regarding the amount, payment method and refund process will be provided at the time of booking.
- 13.3. **Behaviour:** The Owner or their representative can deny access to the accommodation or end your stay if anyone in your party behaves unreasonably, causes offense or damage, disrupts others, or violates booking conditions or restrictions on the accommodation advertisement. If the Owner or their representative believes this is likely or if any such behaviour occurs, the contract will end, you must leave immediately, no refund will be given, and you may be responsible for any costs incurred by the Owner due to your behaviour. Neither we nor the Owner will have any further responsibility to you. You and your party agree:
 - to keep the accommodation clean and tidy, and leave it in the same condition as you found it (if, in the Owner's or the Owner's representative's opinion, additional cleaning and/or repairs are required, you will be responsible for the cost);

- not to use the accommodation for any illegal or commercial purpose;
 - not to sublet the accommodation or any part of it or otherwise allow anyone not in your party to stay;
 - not to behave in an anti-social manner or act in a way which may disrupt or affect the enjoyment of others;
 - to comply with any restrictions or requirements specified in the accommodation advertisement, such as regarding party composition; and
 - that failure to comply with the above will result in your booking being cancelled and neither we nor the Owner will have any legal or financial responsibility to you.
- 13.4. **Damage:** You are responsible for the actions and omissions of all guests staying at the accommodation during the booking and agree to pay the Owner and us for all costs incurred by the Owner and/or us as a result of any breakage or damage in or to the accommodation caused by you, your party or anyone you invite round. You may need to check and sign a contents inventory on arrival. If you discover that anything is missing or damaged on arrival, please notify the Owner or their representative immediately.
- 13.5. **Maximum occupancy:** You and your party agree to follow the maximum occupancy for overnight stays as stated on the website and to obtain Owner consent for any visitors or events (such as parties/celebrations or gatherings). You must tell us before booking if your group booking is a stag/hen party. Some owners reserve the right to refuse these bookings. Failure to comply with these obligations could result in cancellation of your booking, refusal of entry to accommodation or repossession, with no refund payable to you and no responsibility on the part of us or the Owner.
- 13.6. **Smoking (including e-cigarettes):** is prohibited in all accommodations and outside in public areas, including shared facilities.
- 13.7. **Pets:** dogs (unless a registered assistance dog) are not allowed unless the accommodation advert specifically says that they are (and a charge may be payable if so – no charge for registered assistance dogs). If you want to bring any other pet, you must obtain the Owner's consent in advance. The Owner can refuse to hand over the accommodation to you, or can repossess it, if you bring a pet with you when it is not allowed or where the Owner, at his or her discretion, believes an animal may be dangerous or may disrupt or affect the enjoyment of others, including any animals on site or close by. You are responsible for the supervision and behaviour of your pet at all times. Pets are not allowed in bedrooms or on beds and must not be left on their own in the accommodation or garden. If an accommodation offers a garden, this does not mean that it is suitable, secure or impenetrable to pets, you should check before booking if this is important to you. If you or any party member has a pet allergy, we cannot guarantee that pets have not stayed in your chosen accommodation. We do not accept any responsibility for any pet related health reactions.
- 13.8. **Right of Entry:** The Owner, or its representative, reserves the right to enter the accommodation i) without prior notice in special circumstances including emergency situations (for example if repairs need to be carried out) or if there is a breach, or suspected breach, of booking conditions or any other applicable terms; and ii) on reasonable prior notice to conduct inspections, including cases where you have reported issues with the accommodation. By agreeing to these terms, you consent to granting the Owner or their representatives such access.
- 13.9. **Safety:** You must not operate the boat while under the influence of alcohol or drugs or allow anyone else to do so. For your safety, you must follow the Owner's safety instructions, particularly regarding wearing buoyancy aids or life jackets. Children and non-swimmers must be supervised at all times. Owner can refuse to allow you onto the boat or cut short your trip if you do not follow their safety instructions, or you ignore other reasonable health and safety concerns. You will not be refunded if this happens. If there is a mechanical failure, the Owner can delay your departure until a repair is carried out. This is for your safety. In all cases, the Owner will give you a demonstration and explain the controls of the boat and its equipment. You must notify the Owner of any mechanical failure as soon as possible, so that they can assist you.

14. Complaints

- 14.1. **Complaints about our booking process:** You must tell us promptly (in writing) and before travelling about any complaints with our booking services. We cannot accept liability where complaints are not promptly reported, or for complaints for which we are not given the time to respond. If we (as opposed to any Owner) are found to be at fault in relation to our services, we will not be liable for more than the commission we have earned for the booking (or the appropriate proportion of this if not everyone on the booking is affected), plus any reasonable expenses you cannot recover from elsewhere.
- 14.2. **Limitation:** We do not exclude or limit what we will be legally responsible for, including if death or personal injury is caused because of our, or our employees', negligence, or for any criminal act we may commit. Neither we, nor the Owner, can be held responsible for i) noise or disturbance which comes from beyond the boundaries of the accommodation, or which is beyond the Owner's control, ii) the failure of public utilities such as water, gas and electricity; and iii) changes or closures to local services or attractions mentioned on our website. We are not responsible for faults with any accommodation which is solely under the control of the Owner. Even if everything goes wrong and you do not receive any benefit from the stay, and we are found to be wholly or partly responsible to you, we limit the maximum we will be liable to pay you to three times the rental cost of the accommodation.
- 14.3. **Complaints about your accommodation:** The contract for the provision and safety of the accommodation is between you and the Owner. If you have a complaint about your accommodation or suffer an accident in it, you must: i) tell the Owner or their representative promptly; ii) allow the Owner or their representative a chance to react/put right any issues before your departure; and iii) communicate with the Owner directly about any follow up. If you cannot contact the Owner or their representative, or you are dissatisfied with their response, then you must contact us before you leave the accommodation. On request, we can try to assist by communicating with an Owner on your behalf to attempt to resolve any complaints. As we act as agent for the Owner, we do not accept any legal responsibility for your complaint. If we help to resolve a complaint, we are doing so as agent only and have no legal responsibility to you for any refund or compensation. This clause will not affect your legal rights or any right you may have to bring legal proceedings against an Owner.
- 14.4. **Formal complaints:** If having followed the procedure in 14.3 you feel that a complaint has not been resolved to your satisfaction, please put your complaint in writing (with any photos) so that we can contact the Owner on your behalf. You must submit your complaint within 28 days of returning from your stay. You can email us at customercare@hoseasons.co.uk or write to us at Sunway House, Raglan Road Lowestoft, Suffolk, NR32 2LW, marked for the attention of the Customer Relations Department. We do not accept formal complaints or accident notifications by social media. Failing to follow the above complaints process may

affect your entitlement to claim compensation (if appropriate).

- 14.5. **ABTA:** We are a Member of ABTA (membership number: L4801), which means you have the benefit of ABTA's assistance, and we follow to ABTA's Code of Conduct. As your booking is for UK accommodation only, you do not benefit from any financial protection. You can use ABTA's dispute resolution scheme, which is approved by the Chartered Trading Standards Institute, to resolve your complaint, go to www.abta.com to use ABTA's arbitration procedure and for further information.
- 14.6. **Events beyond our control:** Unless otherwise stated in these booking conditions, we are not responsible, nor will we compensate you, for events beyond our or the Owner's control which could not be avoided, despite reasonable measures. Examples are warfare, terrorism, civil strife, significant health risks (e.g. epidemics, pandemics), weather, natural disasters, government or authority actions, industrial disputes/strikes, failure of utility services, lock closures, fires, leaks, unavoidable transport issues and similar events.

15. Privacy

- 15.1. Please see the Privacy Notice on our website which explains how we will process your personal information. By submitting your personal information to us, you agree to our use of the information, including sharing your personal information with the Owner for the purposes of the provision of the booking.
- 15.2. We may record telephone calls between us for monitoring and training purposes. In the event of a dispute, we reserve the right to review any recorded calls between us.

16. Other terms

- 16.1. No representative, agent or salesperson has the authority to amend or waive any of these booking conditions. No amendment, variation, or waiver of any of these booking conditions will be valid or have any effect unless accepted by us in writing.
- 16.2. Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England.
- 16.3. If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void, or unenforceable, that provision will be interpreted in a way to reflect as closely as possible the original intentions of the parties. If any provision is found to be invalid, the rest of these booking conditions will remain effective to the fullest extent permissible by applicable law.
- 16.4. We and the Owner may transfer our rights and obligations under these booking conditions to another person or organisation. If a transfer is planned, we or the Owner will notify you. If you are unhappy with the transfer, contact us or the Owner within 14 days of being notified to end the contract, and any advance payments for unprovided services will be refunded.

Historic Booking Conditions:

- For bookings made from 1 December 2023 to 30 September 2024 – click [here](#)