

Booking Conditions – City Break Apartments

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 Vacation Rentals (UK) Ltd of Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA. City Break Apartments is a trading name of Vacation Rentals (UK) Ltd.

Before booking through us, please read these booking conditions carefully and all 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);
- The 'Important Information' section of the brochure, the website or other publication we tell you about; and
- any other written information we brought to your attention prior to confirming your booking.

We arrange bookings as agent of the owners of the properties ('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 the property or for the acts or neglect of any owner or other person connected with your booking. For all bookings, your contract will be with the owner of the property. When making your booking we will arrange for you to enter into a contract with the applicable owner. Your booking with us is subject to these booking conditions and the specific terms and conditions of the owner you contract with. You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel and Linked Travel Arrangements Regulations 2018.

All properties on our website and in our brochures are offered by the owners for the sole purpose of holiday lettings, unless expressly agreed otherwise in writing by the owner and us. Accordingly you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977.

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 booking 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 booking conditions. You, as party leader, are responsible for making all payments due to us. Any payments for your stay you make to a travel agent authorised by us will be held by the agent on our behalf until they are paid to us for onward transmission to the owner or refunded to you.

As long as the property is available and we have received all the relevant payments from you, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking

where applicable. Your binding contract with the owner will begin when we issue you with the written confirmation on the owner's behalf. For bookings made within 14 days of the departure date, you will have a binding contract with the owner when we give written 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 sum into our bank account, it will not mean we accept a booking unless we have issued you with written confirmation.

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 the property booked is on a request basis, we will send confirmation when availability has been checked and confirmed with the owner. 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. 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. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. If you book through a travel agent, we will send you confirmation and all other documents to your travel agent.

Even if we have sent a written confirmation, we on behalf of the owner or service provider, have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of our booking conditions (iii) information supplied by you in relation to your booking is incorrect. If we cancel your booking, we will tell you in writing and neither we nor the owner or service provider will have any legal responsibility to you.

2. Number in your party

The total number in your party must not exceed the capacity of the property as advertised by us. Babies under 2 may or may not be counted as members of your party. The policy of your chosen property will be shown in the property description.

3. Payment

Payment is due in full at the time of booking. If your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £31.

You agree and authorise that payment for any damage to the property and/or its contents, and/or for additional cleaning if required, is immediately payable and you authorize that we may take payment from your debit or credit card on behalf of the owner with the card details you have provided to us (See 16 below).

Except where otherwise advised or stated in, all monies you pay to us for the property (except for any insurance premiums, bookings fees and our commission) will be held by us on behalf of the owner and forwarded on to the owner in accordance with our agreement with the owner.

4. Pricing

On behalf of owners we reserve the right to alter prices which may go up or down at any time. We may also correct mistakes in the pricing of unsold properties at any time. We will advise you the current price at the time of booking. As changes and mistakes can happen, you must check the

price and all other details of your chosen property at the time of making your 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. You may be required to pay any additional taxes that arise after your booking has been confirmed.

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 exchange rates of currency.

All prices are for the property as a whole and are not on a 'per person' basis.

We can charge a booking fee for the services we provide in administering your booking. Any booking fee will be stated in our brochure and on our website and will be shown as a separate charge on your confirmation.

5. Website or brochure/publication 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. It is intended to present a general idea of the property. Not all details of the relevant facilities can be included on our website. Furthermore, 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 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.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business purposes. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi.

6. ABTA membership.

We are a member of ABTA, membership number L4801. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

7. Changes by you

If you wish to make any changes to your confirmed booking, you should notify us in writing by post or email and we will do our best to assist you. We cannot guarantee that the owner will be able to meet your request and we will have to check this with them. Changes can only be accepted in accordance with the owner's terms and conditions. Where the owner can meet your request, you must pay an administration charge of £31 plus any costs incurred by the owner in

Booking Conditions – City Break Apartments

facilitating this change for you.

Furthermore, once a booking has been confirmed by us on behalf of the owner, should you require it to be re-invoiced for any reason (including for example accidental loss of the original invoice) then an administration fee of £31 will be charged. You may transfer your booking to someone else/ another party (introduced by you) at any time providing you pay the administration fee of £31 and any outstanding balance. Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

Some owners may treat changes to your dates or accommodation as a cancellation of the original booking and so you will have to pay cancellation charges.

8. Cancellation by you

Telephone us immediately if you have to cancel your confirmed booking, quoting your booking reference or instruct your travel agent to do the same on your behalf. Your cancellation is effective from the date we receive telephone notification from you or your travel agent, which will be acknowledged.

Personal Travel Insurance premiums are non-refundable in full in case of cancellation, regardless of the cancellation reason.

If you cancel, the following charges will be payable by you to the owner. In addition to the charges below, you will be required to pay us a cancellation administration charge of £31.

For stays of up to 7 nights:

Cancellations made 7 days or less before your start date: 100% cancellation charge.

For stays of 8 nights or more:

Cancellations made 21 days or less before your start date: The price for the first 7 nights of your stay.

Please note that credit card charges and administration fees are non-refundable in any event.

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 and a £31 administration charge.

9. Cancellation 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 so. 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. However, we will have no further liability to you.

10. Owners' terms and conditions

The services which make up your holiday are provided by people, firms, companies and other organisations (the owners) which are totally independent of us and for whom we act as agents. These owners provide services in line with their own terms and conditions. Some of these terms and conditions may limit or exclude their liability to you. The terms and conditions are available from the suppliers if you ask.

11. Activities and facilities

The owner reserves the right to alter or withdraw amenities or facilities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond its control.

The opening and closing dates of facilities are

shown in the accommodation description.

12. Linen, Towels and Keys

Provision of bed linen, duvets and towels will be as described in the accommodation description. You may be asked for a security or key deposit at some locations.

13. Identification

Photo identification of the person whose name is on the booking may be required when checking in. If required, this will be stated on your confirmation documents.

14. Your property

The owner has set the following conditions on your stay at the property:

Arrival and departure: The check in times for your property will be stated on your booking confirmation. If you are expecting to arrive late please contact the owner in advance of your stay. If you fail to do so, you may not be able to get into the property.

Security deposit: some owners require payment of a security deposit. If this applies to your chosen property, this is a direct arrangement between you and the owner, which we may or may not administer on behalf of the owner. The amount, and details of how the payment should be made and how and when it will be returned (less any costs for breakages, damages etc. if applicable) will be provided at the time of booking.

Behaviour: 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;
- to behave in a way at all times while at the property which does not break any law;
- Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others;
- not to use the property for any illegal or commercial purpose;
- not to sublet the property or part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party.

Maximum Occupancy: You also must not allow more people than the website 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 and you will not receive any refund.

15. Damage

You are responsible for and agree to reimburse to the owner and us all costs incurred by the owner and/or us as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. The owner and/or we can ask for an extra payment from you to cover any such costs.

The owner expects the property to be left in a reasonable state on departure. If in the owner's or caretaker's opinion, additional cleaning is required, you will be liable to the owner for the cost of this cleaning.

You may need to check and sign an inventory of

the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please notify the owner/ key holder immediately.

16. Right of Entry

The owner is allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, the owner's own terms and conditions or any other terms that apply to your booking and/or the property. The owner or its representative also is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens, you will be given reasonable notice first.

You agree to allow the owner or their representative (including workmen) access to the property as required by this clause.

17. Unreasonable behaviour

The owners of all properties can refuse to hand over their property if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or if the owner has reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens, the contract between you and the owner will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you.

The owners of all properties can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken or is likely to break any of these booking conditions, the owner's terms and conditions or any other terms and conditions applicable to the property which you have been told about. If this happens, you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs the owner has as a result of your behaviour as set out in clause 15.

18. Group/Party Bookings

The organiser or leader of a group or party booking is responsible for providing the party details. Should you arrive at your accommodation with such a group without notifying us of the required details which we pass on to the owner, the owner has the right to refuse to hand over the property to you. You may be asked to pay a security deposit at time of take-over.

19. Special Requests

If you have any special requests, you must let us know when you make a booking and confirm them in writing. These cannot be guaranteed, 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 on 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.

20. 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 make 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.

Booking Conditions – City Break Apartments

21. 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 Sunway House, Raglan Road, Lowestoft, NR32 2LW, 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.

22. 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 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 including advice from the foreign office to leave or avoid a certain country;
- 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 the arrangements.

23. Your Pet

You may bring your pet with you to some of the properties. If the property accepts pets it will be noted in the property description. Any additional cost will be quoted at the time you make your booking. You must tell us that you are bringing a pet when you make your booking. You must bring your pet basket with you and ensure that your pet(s) does not lie on the bedding or chairs under any circumstances. Pets must not be left unattended in the property.

Animals other than dogs can only be accepted with specific permission.

In the interest of visitors' safety, and following government legislation, we are sorry we are unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation.

24. Assistance Dogs

Registered assistance dogs are accepted free of charge at all properties, subject to the availability of suitable accommodation.

25. 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. Parking and other regulations may vary from one apartment to another.

26. Our responsibility for your booking

As we act only as agents for the owner, we cannot accept any legal responsibility 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 is with the owner and is governed by their terms and conditions, which may contain other limits on their legal responsibility. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. If you have any complaints about any services we provide e.g. our booking service (as opposed to the property 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. Unfortunately, we cannot accept any legal responsibility if you do not let us know. 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 will not pay 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.

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 whilst acting in their course of their employment, 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. If we know about a problem before you arrive, we will contact you to let you know.

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

27. Personal Insurance

You are strongly recommended to take out Personal Insurance for your trip and some owners require that you do so. This is available from us and Vacation Rentals (UK) Ltd is authorised and regulated for the sale of travel insurance by The Financial Services Authority No: 312463. Full details of the cover provided are available on this website and if purchased, will be sent to you with your booking confirmation.

28. 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.

29. Governing Law and jurisdiction

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 and Wales.

30. Communicating with You.

Please see our Privacy Notice for details of how we will process your personal information. For the purposes of the Landlord and Tenant Act 1987, you can send any notices intended for the owner to our registered office address Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA and we will forward these on to the owner.

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Vacation Rentals (UK) Ltd

Prices and Booking Conditions may change.

Please check our website for the most up to date prices and Booking Conditions.

Vacation Rentals (UK) Ltd

Registered office: Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA

Registered in England and Wales. Company registration number: 00965389

VAT registration number: GB 598 22 99 77