

# Booking Conditions

## PART A: Lodges & Parks - Accommodation only

### 1. Introduction

- 1.1. We are Awaze Vacation Rentals Ltd (“we”, “our”, “us”) of Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW. We operate under a number of brands, including Hoseasons.
- 1.2. By booking with us, you confirm that you agree to comply with and accept these booking conditions and the following information which we will provide to you:
  - (i) the accommodation rental conditions (which means all information in any specific conditions or restrictions set out in the website description of your chosen accommodations);
  - (ii) the Important Information section of the website or other publication we tell you about; and
  - (iii) any other written information we brought to your attention prior to confirming your booking.
- 1.3. These Booking Conditions apply to bookings of **accommodation only**. If you are buying a travel arrangement which includes an accommodation booking and a ferry booking in one transaction with us, please refer to our Package Travel Booking Conditions, available in Part B of these Booking Conditions or on our website.

### 2. Our role as agent

- 2.1. We act as agent of the owner of the accommodation for which you make a booking (“Owner”) by arranging bookings and taking payments from you for accommodation bookings.
- 2.2. When you book an accommodation with us acting as agents, you are entering directly into a legally binding contract with the Owner with respect to renting the accommodation, not us. We will not be a party to that contract.
- 2.3. We, as agents, accept no legal responsibility for any contract you enter with the Owner, or for the acts or omissions of any Owner or anyone representing or employed by them in relation to your booking. We cannot accept any liability for any problems or faults with or in any accommodation which are solely under the control of the Owner. Our responsibilities to you are limited to making the booking in accordance with these booking conditions and your instructions.

### 3. Your use of the booking

- 3.1. The accommodation that we advertise is offered by the Owner for the sole purpose of holiday lettings and/or must never be occupied as your principal home, unless expressly agreed otherwise in writing by the Owner and us. Accordingly you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation 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, or any similar legislation that applies in Scotland.
- 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 without our express permission.

### 4. Website details

- 4.1. We aim to make sure that information provided by Owners about their accommodation and its facilities or services, is accurate and complete on the date given. Descriptions are intended to present a general idea of the accommodation and do not constitute any advice or recommendation by us.
- 4.2. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual accommodation and its description. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.
- 4.3. Where Wi-Fi is an advertised facility, 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.
- 4.4. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and services that we pass on to you in good faith, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.
- 4.5. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website.

### 5. Making your booking

- 5.1. As the person in charge of the party (“the party leader” or “you”), you must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions where applicable.
- 5.2. You are responsible for making all payments to us.
- 5.3. You must ensure that all the information you provide us in connection with your booking is true, accurate, current and complete. If any of your details change, you must promptly update your details.
- 5.4. 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 is unable to make reasonable adjustments to meet that person's particular needs, we, on behalf of the Owner, can refuse or cancel the reservation.

- 5.5. 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 on to the Owner, or 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.
- 5.6. If the accommodation is available and we have received all the relevant payments from you, we will give you written confirmation of your booking 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.
- 5.7. Your binding contract with the Owner will begin when we issue you or your travel agent the written confirmation on behalf of the Owner and you have made the appropriate payments to us or your travel agent.
- 5.8. If you pay the deposit, it does not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements (such as flights) until we have issued you with a written confirmation.
- 5.9. If you book with us online, we will acknowledge that we have received your booking and then later send you your confirmation by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.
- 5.10. Where we offer the option of a provisional telephone booking, the accommodation will be released for general sale after the agreed time period unless you confirm the booking by making the appropriate payment.
- 5.11. We, on behalf of the Owner, have the right to refuse any booking before we send you written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, neither we nor the Owner will have any legal responsibility to you.
- 5.12. As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. As we act only as agent, we have no responsibility for any errors in any documentation, except where an error is made by us.
- 5.13. If you book through a travel agent, we will send your confirmation and any other documentation to your travel agent.
- 5.14. Even if we have sent 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) it is not legitimate; (ii) you are likely to breach these booking conditions; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner to the Owner or to 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.

## **6. Payment**

- 6.1. When you book, you must pay i) the deposit amount then due (see also clause 7 (Deposit)); and ii) any Enhanced Cancellation Terms fee (see Annex A) if this is something you have purchased. You must pay by debit or credit card and we only accept payment in pounds sterling.
- 6.2. We must receive the rest of the money owed no less than 10 weeks before the start of your stay. We will automatically collect the balance owed on the card that you used to pay the deposit, unless you settle the amount owed before that date or unless you tell us otherwise. If you book less than 10 weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking.
- 6.3. 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, your booking will be cancelled immediately and the provisions of clause 10 (Full customer cancellations – basic) will apply. You may also need to pay additional charges.
- 6.4. There is no charge for debit or credit card payments. However, if your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35.
- 6.5. Please note that we act as an agent and that other than any Enhanced Cancellation Terms fee or administration charges (which we charge ourselves for the services we provide in administering your booking), or unless stated otherwise in these booking conditions, all charges (including cancellation charges) and refunds are made for and on behalf of the Owner, unless we have agreed a different position with the Owner.
- 6.6. If you have booked an accommodation through a third party travel agent, please be aware that they may collect payment differently. Please check with the third party travel agent in advance of making a booking.

## **7. Deposit**

- 7.1. For most bookings, we will ask you to pay a non-refundable deposit, to secure your booking.
- 7.2. The standard deposit is 20% of the accommodation rental price, but we may occasionally require you to pay more or less. You will be told what the deposit is prior to making the booking.
- 7.3. If you book an accommodation with a deposit which is lower than the standard deposit, you also 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 of 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 displayed on our website. Please also refer to Annex A if you have purchased the Enhanced Cancellation Terms.

## 8. Pricing

- 8.1. We keep the prices charged by the Owner under constant review and the prices of unsold accommodation may be increased or decreased at any time. We may also correct mistakes in the pricing of unsold accommodation at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen accommodation at the time of booking.
- 8.2. All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. Variations in the tax rate or government charges may result in variations of the sums due for your booking and you may be required to pay any additional taxes that arise after your booking has been confirmed.
- 8.3. 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 booking, including any price increases due to changes in the exchange rates of currency.
- 8.4. All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.
- 8.5. If you find the same holiday (which means the same type/model of unit and the same location with the same start and end dates) available on the same day you make your booking (like for like) at a lower price, we will only charge you that lower price. You will need to provide us proof of the lower price you have found by emailing us evidence (including the telephone number or the details of the website where the price can be confirmed) within 7 days of making your booking through us.

## 9. Changing your booking

- 9.1. If you want to change any detail of your confirmed booking, you must notify us via your online account or by calling us as soon as possible and we will do our best to arrange the changes.
- 9.2. Changes can only be accepted with the Owner's agreement. We cannot guarantee that the Owner concerned will be able to meet your request.
- 9.3. If the Owner can facilitate your change, you will be asked to pay us an administration charge of £35 for each change in dates or £60 for each change in accommodation, which will be charged on our behalf. You will also have to pay any costs incurred by the Owner in facilitating this change for you, which, where relevant, will be charged at the current website price, which may be different from the price on the website from which you booked your chosen arrangements.
- 9.4. An Owner may treat changes to your dates or accommodation as a cancellation of the original booking and if so, you will have to pay cancellation charges if you decide to go ahead with the change.

## 10. Full customer cancellations - basic

- 10.1. **This clause does not apply to any cancellations due to government public health measures for Covid-19, which is covered by clause 11 (Cancellations due to government public health measures for Covid-19).**
- 10.2. If you have paid a fee in order to benefit from the Enhanced Cancellation Terms set out in Annex A (Enhanced Cancellation Terms) and the reason for your cancellation is one of the qualifying reasons set out in Annex A and have you have satisfied the other conditions in Annex A, then this clause 10 (Full customer cancellations – basic) does not apply and Annex A applies instead.
- 10.3. If you have to, or want to, cancel your booking after it has been confirmed, you must phone us on the number shown on your booking confirmation as soon as possible. The day we receive your notice by phone or via your online account (where available) to cancel is the date on which we will cancel your booking with the Owner.
- 10.4. You will have to pay a cancellation charge based on the number of days before the arrival date at the accommodation that we receive notice, as shown in the table below. This means that if you have already paid the full 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 yet paid your total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.
- 10.5. For the purpose of the table below, total accommodation cost means accommodation rental price plus any extra items charged by the Owner such as charges for pets, welcome packs or cots but not including the Enhanced Cancellation Terms fee or administration fees charged by us for making any changes.
- 10.6. 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.
- 10.7. If you have already paid the Enhanced Cancellation Terms fee (if applicable) credit-card charges and administration fees, we will not refund these if you cancel, unless you cancel in line with clause 11 (Cancellations due to government public health measures for Covid-19).
- 10.8. If you have booked through a third party agent, the term 'total accommodation cost' in the table below does not include any charges made by that agent or anyone else for booking fees, flights, 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 in accordance with the cancellation policy of the third party agent or other supplier.
- 10.9. Cancellation table:

<b>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)</b>	<b>Cancellation charge (in addition to any Enhanced Cancellation Terms fee or administration fees you have already paid which are non-refundable)</b>
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

#### **11. Cancellations due to government public health measures for Covid-19**

11.1. If you have to cancel your booking because UK government public health measures imposed as a result of the Covid-19 pandemic mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to:

- (i) transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;
- (ii) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available to you before you make your choice under this clause; or
- (iii) obtain a refund of the amount already paid by you for the booking, less any administrative costs which we incur in processing your refund.

11.2. You will have to contact us in order to access these options.

#### **12. Part Cancellations**

12.1. If any person(s) in your party needs to cancel, this will not affect the total cost of your booking.

12.2. No refunds are payable in the event that you cut short your stay. However, if you have paid a fee in order to benefit from the Enhanced Cancellation Terms set out in Annex A and the reason for your cancellation is for one of the qualifying reasons set out in Annex A, then this clause 12.2 does not apply and Annex A applies instead.

#### **13. Changes by us or the Owner**

13.1. We and the Owner do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We, and the Owner, have the right to do so.

13.2. If we or the Owner do need to make changes, we (on the Owner's behalf where the Owner is making a change), will contact you by phone if reasonably possible in the case of a significant change or by email in the case of a minor change as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you

#### **14. Cancellations by us or the Owner**

14.1. If we or the Owner cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:

- (i) accept alternative accommodation – you will have to pay any difference in price if the cost of the new accommodation is higher or be reimbursed the difference if the cost of the new accommodation is lower;
- (ii) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available before you make your choice under this clause; or
- (iii) obtain a refund of the amount already paid by you for the booking.

14.2. We will contact you to inform you of these options.

#### **15. Events Beyond Our Control**

15.1. Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation, if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or the Owner's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics, pandemics and the ongoing effects of the Covid-19 pandemic) or natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the Owner's control.

## 16. Your obligations in respect of the accommodation

16.1. The Owner has set the following conditions on your stay at the accommodation:

- (i) **Arrival and departure** - You can arrive at your accommodation at any time after 4pm (unless we tell you otherwise) on the start date of your rental period. You must leave by 10am on the last day (unless we tell you otherwise). If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact the person whose details we provide you. If you fail to do so, you may not be able to get into the accommodation. 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 we provide you know that you are arriving late, we on behalf of the Owner may treat your booking as having been cancelled by you. In this situation, you will not be refunded any money you have paid.
- (ii) **Security deposits** - Some Owners require payment of a security deposit. If this applies to your chosen accommodation, 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.
- (iii) **Behaviour** - You and all members of your party agree:
  - a. to keep the accommodation clean and tidy;
  - b. to leave the accommodation in a similar condition as you found it when you arrived;
  - c. to behave in a way at all times while at the accommodation which does not break any law;
  - d. not to use the accommodation for any illegal or commercial purpose;
  - e. not to sublet the accommodation or any 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;
  - f. not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.
- (iv) **Maximum occupancy** - You must not allow more people than the website states to stay overnight in the accommodation. You cannot arrange for visitors to the accommodation without the advance consent of the Owner. You must not hold events (such as parties, celebrations or meetings) at the accommodation without the advance consent of the Owner. If you do any of these things, the Owner can refuse to hand over the accommodation 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 (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). Neither we nor the Owner are under any obligation to find any alternative accommodation for you.
- (v) **Pets** - Pets are not allowed unless we say so on the website. You must add your pet to your party at the point of booking. We recommend that any dog must have insurance which includes sufficient pet liability cover and you are wholly responsible for the supervision and behaviour of your pet at all times. If you take a pet with you, it is not allowed upstairs, on beds or furniture, or in any shared facilities, such as swimming pools or shops. You must not leave any pets unattended in the accommodation, including any garden, and you must keep dogs on a lead within the boundaries of an accommodation (including the garden). Children must not be left alone with any animal. Registered assistance dogs are allowed in most accommodations featured on our websites, even if the accommodation description says that pets are not allowed. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen accommodation, even if the Owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. Sometimes, Owners may take their own pets to an accommodation. It is your responsibility to make specific enquiries before booking. You should also read the information on taking pets on holiday included on our website. If there is a charge for taking a pet, you will be told at the time of booking.
- (vi) **No Smoking** - Most accommodations are no smoking (including e-cigarettes), if you require a smoking accommodation then please contact us.
- (vii) **Electricity, Gas & Water** - The accommodation description will tell you whether electricity and gas charges are included in the hire charge, or whether they are at an extra cost. If charged by meter reading, this will be payable at the end of your stay. If electricity or gas is by card or coin meter, you will need cards (available from reception), or you should take a supply of £1 or 50p coins with you.
- (viii) **Linen, towels and keys** - Except for cots, bed linen is provided (unless stated otherwise). 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 otherwise).

## 17. Damage

- 17.1. You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.
- 17.2. 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 accommodation which is caused by you or any members of your party

or any other persons invited into the accommodation by you. The Owner and/or we can ask for an extra payment from you to cover any such costs.

- 17.3. The Owner expects the accommodation to be left in a reasonably clean and tidy state on departure. If, in the Owner's or the Owner's representative's opinion, additional cleaning is required, you will be liable to the Owner for the cost of this cleaning.
- 17.4. You may need to check and sign an inventory of the accommodation and its contents on arrival at the accommodation. If you discover that anything is missing or damaged on arrival please notify the Owner or their representative immediately.

## **18. Right of Entry**

- 18.1. The Owner is allowed to enter the accommodation (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 accommodation.
- 18.2. The Owner or its representative is allowed to enter the accommodation to inspect it (including but not limited to where you have complained about the accommodation). If this happens, you will be given reasonable notice first.
- 18.3. You agree to allow the Owner or their representative (including workmen) access to the accommodation as required by this clause.

## **19. Unreasonable behaviour**

- 19.1. The Owner can refuse to hand over their accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, members of staff or neighbours, or if the Owner has reasonable cause to believe you or any member of your party will cause damage or loss to the accommodation, 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.
- 19.2. The Owner 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 accommodation 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 accommodation 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 accommodation which you have been told about. If this happens, you will have to leave the accommodation immediately and no refund will be given. You may also be responsible for any costs the Owner incurs as a result of your behaviour.

## **20. Complaints**

- 20.1. If you have any complaint about our booking services, you must let us know immediately in writing and in any event before you travel. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong and allow us an opportunity to respond to you. If we are found to be at fault in relation to any service we provide (as opposed to any 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.
- 20.2. 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 accommodation 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.
- 20.3. As the contract for the provision of the accommodation is between you and the Owner, you must tell them (or their representative) as soon as possible if you are dissatisfied. This means on arrival if you are immediately dissatisfied or during your stay as soon as you become dissatisfied. You must provide an immediate opportunity for the Owner to put right anything that is wrong before the end of your stay.
- 20.4. If you cannot contact the Owner or their representative, or if you are unhappy with their response, you must phone our Customer Services Line as soon as possible on the number shown on your confirmation with full details of your complaint and the Owner's response (if any). You should make every reasonable attempt to contact us and must do so during your stay and especially before any decision to cut short your stay.
- 20.5. If you want us to, we will use our reasonable endeavours to liaise with an Owner on your behalf to attempt to resolve any unresolved complaints. Or you can pursue any complaint directly with the Owner.
- 20.6. If you feel that a problem has not been dealt with to your satisfaction, you must, within 28 days of returning from your stay, put your complaint in writing to us if you want us to liaise with an Owner on your behalf. We will then pass this on to the Owner. You can email us at [cr@awaze.co.uk](mailto:cr@awaze.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 have designed this process to make sure we can help to resolve complaints as quickly as possible. Please help us and the Owner to assist you by following this process. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate.

- 20.7. As we act only as an agent for the Owner, we cannot accept any legal responsibility for your complaint. If we help to resolve a complaint, we are doing so as an agent only and have no legal responsibility to you for any refund or compensation.
- 20.8. Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against an Owner.
- 20.9. Please also see clause 21 (ABTA membership) for details about their dispute resolution process.

## **21. ABTA membership**

- 21.1. We are a Member of ABTA – our membership number for accommodation only sales is Y0662, which means you have the benefit of ABTA's assistance.
- 21.2. As your booking is for accommodation only in the UK, you do not benefit from any financial protection.
- 21.3. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.
- 21.4. You can use 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](http://www.abta.com) to use ABTA's simple arbitration procedure.
- 21.5. Further information on the Code and ABTA's assistance in resolving disputes can be found at [www.abta.com](http://www.abta.com).

## **22. Privacy**

- 22.1. By submitting your personal information to us, you agree to our use of the information in the ways set out in our Privacy Notice, including sharing your personal information with the Owner for the purposes of the provision of the booking.
- 22.2. Please see our Privacy Notice on our website which explains how we will process your personal.
- 22.3. We may, but do not always, record telephone calls between us for monitoring and training purposes. In the event of a dispute between us, we reserve the right to review any recorded calls between us.

## **23. Changes to these terms**

- 23.1. No representative, agent or sales person has the authority to vary, 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.

## **24. Other terms**

- 24.1. 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.
- 24.2. 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 then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.
- 24.3. We and each Owner may transfer our rights and obligations under these Booking Conditions to another person or organisation. We or the Owner will contact you to let you know if this is planned. If you are unhappy with the transfer you may contact us or the Owner to end the relevant contract within 14 days of us or the Owner telling you about it and we or they will refund you any payments you have made in advance for services that have not been provided.
- 24.4. Awaze Vacation Rentals Ltd, Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW, registered in England and Wales, with a company registration number 00965389. Our VAT registration number is GB 598 22 99 77.

## Annex A: Enhanced Cancellation Terms

**This Annex A only applies to your booking if you have paid the Enhanced Cancellation Terms fee at the time of making your booking as set out in clause 26 (Enhanced Cancellation Terms Fee).**

### 1. Enhanced Cancellation Terms

- 1.1. The Enhanced Cancellation Terms only apply to accommodation only bookings where the accommodation is located in the UK and only apply to the accommodation element of any booking. Any refund will therefore exclude monies paid for any other travel arrangements.
- 1.2. If you cancel or cut short your booking due to one of the qualifying reasons listed below and the other conditions of this Annex A are satisfied, the cancellation charges set out in clause 10 (Full customer cancellations - basic) will be waived and you will be entitled to a refund or pro-rata refund (where you curtail your booking) of the monies you have paid for the accommodation element of your booking less a £60 administrative charge, less the Enhanced Cancellation Terms fee, less any previously paid amendment fees (if applicable) and less any credit card charges previously paid.
- 1.3. If you have booked under a low deposit promotional offer, cancel before the balance due date and can rely on this Annex A, you will be responsible for and will have to pay the difference between the low deposit paid and the administration charge of £60.
- 1.4. In order to benefit from the Enhanced Cancellation Terms, you must cancel for a qualifying reason at any time after we accept your booking and before you leave home to start your holiday, 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 holiday accommodation is left vacant.
- 1.5. A qualifying reason is any one or more of the following:
  - (i) the death, bodily injury, illness or hospitalisation (unless caused by one of the reasons set out in clause 25.6), of you or any other person in your party; or a member of your or a party member's immediate family where the cancellation or curtailment is certified as medically necessary by a qualified medical practitioner. Immediate family for these purposes is the partner, child, grandchild, brother, sister, parent or grandparent of you or a person in your party or anyone noted as you or a party member's next of kin on any legal documentation;
  - (ii) compulsory quarantine of any person in your party or their travel being prevented by local, national or international government or health organisation restriction (note that Covid-19 related quarantines and cancellations may be covered by clause 11 (Cancellations due to government public health measures for Covid-19));
  - (iii) redundancy qualifying for payment under any applicable statute of any person in your party (including you) which is notified to and received by you or any person in your party after your booking has been accepted by us;
  - (iv) you or a person in your party being required to participate in compulsory jury or witness service in a court of law in proceedings to be undertaken during the period of your booking;
  - (v) unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost trip is recoverable from any other source);
  - (vi) police advising against travel due to adverse weather conditions, during the period of your booking, either (i) from your or a party member's home location or (ii) to the location of your booked accommodation;
  - (vii) police requiring your or a person in your party's attendance, during the period of the booking, following theft at your or their home or usual place of business; or
  - (viii) damage rendering your home or the home of any person in your party uninhabitable.
- 1.6. The following do not constitute qualifying reasons: suicide or attempted suicide, deliberate self-injury, the effect of alcohol or drugs; or any other reason which is not specifically referred to in clause 25.5.
- 1.7. You must provide us with satisfactory documentary evidence of the occurrence of a qualifying reason at your own expense and within 12 months of the date of cancellation.
- 1.8. If you are entitled to a refund of any monies in accordance with this Annex A, you will be paid in pounds sterling within 30 days of receipt of valid documentary evidence (including medical and death certificates where necessary).
- 1.9. You cannot benefit from the Enhanced Cancellation Terms if the qualifying reason you are relying on was in existence at the time of making your booking, except if the qualifying reason you are relying on is 1.5(i) under which pre-existing medical conditions are not excluded as a qualifying reason.
- 1.10. If you are unable to provide satisfactory documentary evidence for your qualifying reason or you do not comply with any of the requirements in these booking conditions, and you cancel or curtail your booking nevertheless, you will not be able to rely on the Enhanced Cancellation Terms and instead clauses 10 (Full customer cancellations – basic) and 12 (Part Cancellations) will apply.
- 1.11. You must call us immediately if you need to cancel or curtail your booking and you must provide us with complete and accurate information and documentation that we may reasonably require to assess your entitlement to a refund in accordance with the Enhanced Cancellation Terms. You will also need to complete a cancellation form, which will be supplied on request or can be downloaded from our website: [www.hoseasons.co.uk/pdfs/cancellationform.pdf](http://www.hoseasons.co.uk/pdfs/cancellationform.pdf).
- 1.12. You and your party must at all times take reasonable care to safeguard against loss, damage, accident, injury or illness.

## 2. Enhanced Cancellation Terms Fee

2.1. The fee you will be required to pay if you wish to benefit from the Enhanced Cancellation Terms is set out below. We recover both this fee and the £60 administrative charge referred to in clause 25 for our own benefit.

Accommodation rental price (excluding any extras and, for the avoidance of doubt, the Enhanced Cancellation Terms fee and any administration charges) per week or short break	Enhanced Cancellation Terms fee per week or short break
Up to £150	£14
£151 to £200	£18
£201 to £250	£22
£251 to £300	£27
£301 to £350	£32
£351 to £400	£37
£401 to £450	£42
£451 to £600	£47
£601 to £650	£52
£651 to £700	£57
£701 to £750	£62
£751 to £900	£67
£901 to £1200	£72
Over £1200	£77

# Booking Conditions

## PART B: Lodges & Parks – Package Travel

### 3. Introduction

- 3.1. We are Awaze Vacation Rentals Ltd (“we”, “our”, “us”) of Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW. We operate under a number of brands, including Hoseasons.
- 3.2. By booking with us, you confirm that you agree to comply with and accept these booking conditions and the following information which we will provide to you:
  - (iv) the accommodation rental conditions (which means all information in any specific conditions or restrictions set out in the website description of your chosen accommodations);
  - (v) the Important Information section of the website or other publication we tell you about; and
  - (vi) any other written information we brought to your attention prior to confirming your booking.
- 3.3. These Booking Conditions apply to purchases of a travel arrangement which includes an accommodation booking and a ferry booking in one transaction (“Package Travel”). If you are booking accommodation only, please refer to our Accommodation Only Booking Conditions, available in Part A of these Booking Conditions or on our website.

### 4. Our role as agent

- 4.1. We act as agent of the owner of the accommodation (“Owner”) or the transport service provider (“Provider”) by arranging bookings and taking payments from you for Package Travel arrangements.
- 4.2. If you book a Package Travel arrangement with us, we will accept responsibility for the arrangements in line with these booking conditions as an ‘organiser’ under the Package Travel and Linked Travel Arrangements Regulations 2018.
- 4.3. When you book Package Travel arrangements, we act as an agent on behalf of the Owner or Provider of your chosen travel arrangements but we will comply with our legal obligations under the PTRs as your Package Organiser, as set out in these booking conditions. This does no prejudice or otherwise affect our agency status with the relevant Owner or Provider of your travel arrangements.
- 4.4. The services which make up your Package Travel are provided by the independent Owner and Provider. The Owner and Provider will provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### 5. Your use of the booking

- 5.1. The accommodation that we advertise is offered by the Owner for the sole purpose of holiday lettings and/or must never be occupied as your principal home, unless expressly agreed otherwise in writing by the Owner and us. Accordingly you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation 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, or any similar legislation that applies in Scotland.
- 5.2. Our booking services with you are available for your personal, non-commercial use only. You may not offer for resale any booking services without our express permission.

### 6. Website details

- 6.1. We aim to make sure that information provided by Owners or Providers about their accommodation and its facilities or their services, is accurate and complete on the date given. Descriptions are intended to present a general idea of the arrangements and do not constitute any advice or recommendation by us.
- 6.2. Not all details of the relevant facilities or services can be included on our website. Furthermore, there may be small differences between the actual accommodation or services and its description. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.
- 6.3. Where Wi-Fi is an advertised facility, 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.
- 6.4. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and services that we pass on to you in good faith, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.
- 6.5. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website.

### 7. Making your booking

- 7.1. As the person in charge of the party (“the party leader” or “you”), you must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions where applicable.

- 7.2. You are responsible for making all payments to us.
- 7.3. You must ensure that all the information you provide us in connection with your booking is true, accurate, current and complete. If any of your details change, you must promptly update your details.
- 7.4. 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 or Provider is unable to make reasonable adjustments to meet that person's particular needs, we, on behalf of the Owner or Provider, can refuse or cancel the reservation.
- 7.5. 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 or Provider, 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 Provider, or 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 or Provider fail to meet any special request, it will not mean we or they have broken your contract.
- 7.6. If the accommodation is available and we have received all the relevant payments from you, we will give you written confirmation of your booking 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.
- 7.7. Your binding contract with the Owner or Provider will begin when we issue you or your travel agent the written confirmation on behalf of the Owner or Provider and you have made the appropriate payments to us or your travel agent.
- 7.8. If you pay the deposit, it does not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements until we have issued you with a written confirmation.
- 7.9. If you book with us online, we will acknowledge that we have received your booking and then later send you your confirmation by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.
- 7.10. Where we offer the option of a provisional telephone booking, the accommodation will be released for general sale after the agreed time period unless you confirm the booking by making the appropriate payment.
- 7.11. We, on behalf of the Owner or Provider, have the right to refuse any booking before we send you written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, neither we nor the Owner or Provider will have any legal responsibility to you.
- 7.12. As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. As we act only as agent, we have no responsibility for any errors in any documentation, except where an error is made by us.
- 7.13. If you book through a travel agent, we will send your confirmation and any other documentation to your travel agent.
- 7.14. Even if we have sent a written confirmation, we on behalf of the Owner or 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 these booking conditions; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner to the Owner or Provider or to our staff. If we cancel your booking in these circumstances, we will tell you in writing and neither we nor the Owner or Provider will have any legal or financial responsibility to you.
- 7.15. We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **8. Payment**

- 8.1. When you book, you must pay i) the deposit amount then due (see also clause 7 (Deposit)); and ii) any Enhanced Cancellation Terms fee (see Annex A) if this is something you have purchased; iii) and the cost of the ferry ticket(s). You must pay by debit or credit card and we only accept payment in pounds sterling.
- 8.2. We must receive the rest of the money owed no less than 10 weeks before the start of your stay. We will automatically collect the balance owed on the card that you used to pay the deposit, unless you settle the amount owed before that date or unless you tell us otherwise. If you book less than 10 weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking.
- 8.3. If you do not pay any payment due in relation to your booking by the appropriate date we, on behalf of the Owner or Provider, are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of clause 10 (Full customer cancellations – basic) will apply. You may also need to pay additional charges.
- 8.4. There is no charge for debit or credit card payments. However, if your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35.
- 8.5. Please note that we act as an agent and that other than any Enhanced Cancellation Terms fee or administration charges (which we charge ourselves for the services we provide in administering your booking), or unless stated

otherwise in these booking conditions, all charges (including cancellation charges) and refunds are made for and on behalf of the Owner or Provider, unless we have agreed a different position with the Owner or Provider.

- 8.6. If you have booked an arrangement through a third party travel agent, please be aware that they may collect payment differently. Please check with the third party travel agent in advance of making a booking.

## **9. Deposit**

- 9.1. For most bookings, we will ask you to pay a non-refundable deposit, to secure your booking.
- 9.2. The standard deposit is 20% of the accommodation rental price, but we may occasionally require you to pay more or less. You will be told what the deposit is prior to making the booking.
- 9.3. If you book an accommodation with a deposit which is lower than the standard deposit, you also 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 of 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 displayed on our website. Please also refer to Annex A if you have purchased the Enhanced Cancellation Terms.

## **10. Pricing**

- 10.1. We keep the prices charged by the Owner or Provider under constant review and the prices of unsold arrangements may be increased or decreased at any time. We may also correct mistakes in the pricing of unsold arrangements at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen accommodation at the time of booking.
- 10.2. When we confirm the price of your chosen arrangements at the time of booking, except where we have to correct any mistakes, we will only increase or reduce the price of your confirmed booking due to changes in:
- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
  - (ii) the level of taxes or fees applicable to the booking imposed by third parties not directly involved in the performance of your booking, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
  - (iii) the exchange rates which have been used to work out the cost of your arrangement.
- 10.3. We will pass on any increase or reduction by either charging you more or giving you a refund, as applicable.
- 10.4. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.
- 10.5. You will be charged for the amount of any increase in accordance with this clause, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 8% of the cost of your holiday (not including insurance premiums and any amendment charges), and you do not wish to pay this increase you will be entitled to cancel your booking and receive a full refund of all money you have paid us (except for any amendment charges). Or, you can buy another holiday from us if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price).
- 10.6. In the above circumstances you have 14 days from the issue date printed on our invoice to tell us if you want to cancel your holiday or buy another holiday. If you do not tell us that you want to cancel or buy another holiday within this time, we will assume that you will pay the extra charge. You must pay this with the balance of the cost of the holiday or within 14 days of the issue date printed on the invoice, whichever is later.
- 10.7. If, due to the charges mentioned above, the price of your holiday goes down we will pay you any refund due. However, please remember that we do not always buy travel arrangements in local currency and some obvious changes have no effect on the price of your travel due to contractual and other protection in place.
- 10.8. No extra charges will be payable within 20 days of the start of the Package Travel arrangements. No refunds will be made within this period either.
- 10.9. All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. Variations in the tax rate or government charges may result in variations of the sums due for your booking and you may be required to pay any additional taxes that arise after your booking has been confirmed.
- 10.10. We can pass on to you, in full, after we have confirmed your booking, all costs or charges the Owner or Provider makes to us which are connected with your booking, including any price increases due to changes in the exchange rates of currency.
- 10.11. All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.
- 10.12. If you find the same holiday (which means the same type/model of unit and the same location with the same start and end dates) available on the same day you make your booking (like for like) at a lower price, we will only charge you that lower price. You will need to provide us proof of the lower price you have found by emailing us evidence (including the telephone number or the details of the website where the price can be confirmed) within 7 days of making your booking through us.

## **11. Changing your booking**

- 11.1. If you want to change any detail of your confirmed booking, you must notify us via your online account or by calling us as soon as possible and we will do our best to arrange the changes.

- 11.2. Changes can only be accepted with the Owner’s or Provider’s agreement. We cannot guarantee that the Owner or Provider concerned will be able to meet your request.
- 11.3. If the Owner or Provider can facilitate your change, you will be asked to pay us an administration charge of £35 for each change in dates or £60 for each change in accommodation, which will be charged on our behalf. You will also have to pay any costs incurred by the Owner or Provider in facilitating this change for you, which, where relevant, will be charged at the current website price, which may be different from the price on the website from which you booked your chosen arrangements.
- 11.4. An Owner or Provider may treat changes to your dates or accommodation as a cancellation of the original booking and if so, you will have to pay cancellation charges if you decide to go ahead with the change.

**12. Full customer cancellations - basic**

- 12.1. **This clause does not apply to any cancellations due to government public health measures for Covid-19, which is covered by clause 11 (Cancellations due to government public health measures for Covid-19).**
- 12.2. If you have to, or want to, cancel your booking after it has been confirmed, you must phone us on the number shown on your booking confirmation as soon as possible. The day we receive your notice by phone or via your online account (where available) to cancel is the date on which we will cancel your booking with the Owner or Provider.
- 12.3. You will have to pay a cancellation charge based on the number of days before the arrival date at the accommodation that we receive notice, as shown in the table below. This means that if you have already paid the full 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 yet paid your total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.
- 12.4. For the purpose of the table below, total accommodation cost means accommodation rental price plus any extra items charged by the Owner or Provider such as charges for pets, welcome packs or cots but not including the cost of your ferry ticket(s) or administration fees charged by us for making any changes.
- 12.5. 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.
- 12.6. If you have already paid for your ferry ticket(s), credit-card charges and administration fees, we will not refund these if you cancel, unless you cancel.
- 12.7. If you have booked through a third party agent, the term ‘total accommodation cost’ in the table below does not include any charges made by that agent or anyone else for booking fees, flights, 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 in accordance with the cancellation policy of the third party agent or other supplier.
- 12.8. If you or a member of your party are prevented from travelling, you or the individual party member may be able to transfer your or their place to someone else introduced by you, subject to the following conditions:
  - (i) we are notified not less than 7 days before departure;
  - (ii) you pay any outstanding balance payment, an amendment fee of £35 for each change or £60 for each change if we have already issued your travel documents, as well as any additional fees, charges and other costs arising from the transfer; and
  - (iii) the person to whom the booking is being transferred agrees to these booking conditions and all other terms of the contract between us.
- 12.9. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in this clause will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. Please be aware that most service providers do not allow name, time or other changes after tickets have been issued. In the case of ferry bookings, you may need to buy new tickets at a higher price.
- 12.10. Cancellation table:

<b>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)</b>	<b>Cancellation charge (in addition to any cost of ferry tickets or administration fees you have already paid which are non-refundable)</b>
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

- 12.11. **Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

**13. Cancellations due to government public health measures for Covid-19**

- 13.1. If you have to cancel your booking because UK government public health measures imposed as a result of the Covid-19 pandemic mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to:
- (i) transfer your accommodation booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking of accommodation is higher or be reimbursed the difference if the cost of the new booking is lower;
  - (ii) request a voucher with a redemption value equal to the amount previously paid by you for the accommodation element of your booking – the voucher terms and conditions will be available to you before you make your choice under this clause; or
  - (iii) obtain a refund of the amount already paid by you for the booking of the accommodation.
- 13.2. Regrettably, you will not be able to transfer your ferry booking or be refunded the cost of the ferry tickets if you have to rely on this clause, unless the ferry provider agrees and/or we are able to recover fees paid from the ferry provider.
- 13.3. You will have to contact us in order to access these options.

**14. Cancellations due to unavoidable & extraordinary circumstances**

- 14.1. You have the right to cancel your confirmed booking before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or which significantly affects transport arrangements to the destination.
- 14.2. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation.
- 14.3. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity.
- 14.4. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

**15. Part Cancellations**

- 15.1. If any person(s) in your party needs to cancel, this will not affect the total cost of your booking.
- 15.2. No refunds are payable in the event that you cut short your stay.

**16. Changes or cancellations by us or the Owner or Provider**

- 16.1. We or the Owner or Provider do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We, the Owner or Provider have the right to do so.
- 16.2. Occasionally we have to make a ‘significant change’ such as a change of accommodation to that of a lower standard or changing the departure time by more than 12 hours or a change of accommodation area for the whole/a significant part of your time away. If we need to do this, we will let you know as soon as possible before you leave. We treat all other changes as minor. As a result, we will decide whether to let you know about them.
- 16.3. If we have to make a significant change or cancel your booking, and as long as there is time to do so before the departure date, we contact you as soon as reasonably possible and will offer you the following options :
- (i) you can accept the changed booking arrangements we offer you; or
  - (ii) you can transfer to another booking if we are able to offer alternative arrangements with comparable or higher facilities (at no extra cost to you); or
  - (iii) if available, you can chose an alternative arrangement of a lower standard, with a refund of the price difference between the original arrangement and the alternative arrangement; or
  - (iv) you can cancel your booking, in which case we will refund you all amounts you have paid.
- 16.4. You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again within the time period stipulated within our notice, we reserve the right to assume you accept the changed or alternative arrangements. The options shown above are not available if any change is a minor one or if the change or cancellation by us arises out of alterations to the confirmed booking which you have asked for or your failure to pay the balance of your booking cost by the due date notified to you.
- 16.5. If your booking is cancelled and no alternative arrangements are available or you do not accept the changed arrangements and cancel your booking where we have made a significant change, in addition to a full refund of all monies paid by you, we will pay you compensation as detailed below (except to infants):

Number of days before you leave when we tell you (or your travel agent) about a significant change to or cancellation of your confirmed holiday	Compensation per party
More than 70 days	£0
43 to 70 days	£25

29 to 42 days	£40
15 to 28 days	£80
14 days or less	£100

16.6. Compensation will not, however, be payable and no liability, beyond offering the above mentioned choices, will be accepted where:

- (i) we are forced to make a change or cancel because of an event or circumstance beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; or
- (ii) we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time); or
- (iii) we make a minor change; or
- (iv) we make a significant change or cancel your arrangements more than 10 weeks before departure; or
- (v) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you; or
- (vi) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements.

16.7. The table above sets out the most we will pay under this clause. We are sorry that we cannot meet any expenses or losses you may suffer as a result of inconvenience suffered.

16.8. Very rarely, we may be forced by make a change or cancel as a result of unavoidable and extraordinary circumstances, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

16.9. If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, where possible, make alternative arrangements for you at no extra charge and, where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 17. Cancellations by us or the Owner

17.1. If we or the Owner cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:

- (iv) accept alternative accommodation – you will have to pay any difference in price if the cost of the new accommodation is higher or be reimbursed the difference if the cost of the new accommodation is lower;
- (v) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available before you make your choice under this clause; or
- (vi) obtain a refund of the amount already paid by you for the booking.

17.2. We will contact you to inform you of these options.

## 18. Events Beyond Our Control

18.1. Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “Events Beyond Our Control”. For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or a Owner or Provider’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control.

## 19. Your obligations in respect of the accommodation

19.1. The Owner has set the following conditions on your stay at the accommodation:

- (ix) **Arrival and departure** - You can arrive at your accommodation at any time after 4pm (unless we tell you otherwise) on the start date of your rental period. You must leave by 10am on the last day (unless we tell you otherwise). If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact the person whose details we provide you. If you fail to do so, you may not be able to get into the accommodation. 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 we provide you know that you are arriving late, we on behalf of the Owner may treat your booking as having been cancelled by you. In this situation, you will not be refunded any money you have paid.
- (x) **Security deposits** - Some Owners require payment of a security deposit. If this applies to your chosen accommodation, 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.

- (xi) **Behaviour** - You and all members of your party agree:
  - g. to keep the accommodation clean and tidy;
  - h. to leave the accommodation in a similar condition as you found it when you arrived;
  - i. to behave in a way at all times while at the accommodation which does not break any law;
  - j. not to use the accommodation for any illegal or commercial purpose;
  - k. not to sublet the accommodation or any 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;
  - l. not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.
- (xii) **Maximum occupancy** - You must not allow more people than the website states to stay overnight in the accommodation. You cannot arrange for visitors to the accommodation without the advance consent of the Owner. You must not hold events (such as parties, celebrations or meetings) at the accommodation without the advance consent of the Owner. If you do any of these things, the Owner can refuse to hand over the accommodation 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 (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). Neither we nor the Owner are under any obligation to find any alternative accommodation for you.
- (xiii) **Pets** - Pets are not allowed unless we say so on the website. You must add your pet to your party at the point of booking. We recommend that any dog must have insurance which includes sufficient pet liability cover and you are wholly responsible for the supervision and behaviour of your pet at all times. If you take a pet with you, it is not allowed upstairs, on beds or furniture, or in any shared facilities, such as swimming pools or shops. You must not leave any pets unattended in the accommodation, including any garden, and you must keep dogs on a lead within the boundaries of an accommodation (including the garden). Children must not be left alone with any animal. Registered assistance dogs are allowed in most accommodations featured on our websites, even if the accommodation description says that pets are not allowed. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen accommodation, even if the Owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. Sometimes, Owners may take their own pets to an accommodation. It is your responsibility to make specific enquiries before booking. You should also read the information on taking pets on holiday included on our website. If there is a charge for taking a pet, you will be told at the time of booking.
- (xiv) **No Smoking** - Most accommodations are no smoking (including e-cigarettes), if you require a smoking accommodation then please contact us.
- (xv) **Electricity, Gas & Water** - The accommodation description will tell you whether electricity and gas charges are included in the hire charge, or whether they are at an extra cost. If charged by meter reading, this will be payable at the end of your stay. If electricity or gas is by card or coin meter, you will need cards (available from reception), or you should take a supply of £1 or 50p coins with you.
- (xvi) **Linen, towels and keys** - Except for cots, bed linen is provided (unless stated otherwise). 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 otherwise).

## 20. Damage

- 20.1. You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.
- 20.2. 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 accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you. The Owner and/or we can ask for an extra payment from you to cover any such costs.
- 20.3. The Owner expects the accommodation to be left in a reasonably clean and tidy state on departure. If, in the Owner's or the Owner's representative's opinion, additional cleaning is required, you will be liable to the Owner for the cost of this cleaning.
- 20.4. You may need to check and sign an inventory of the accommodation and its contents on arrival at the accommodation. If you discover that anything is missing or damaged on arrival please notify the Owner or their representative immediately.

## 21. Right of Entry

- 21.1. The Owner is allowed to enter the accommodation (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 accommodation.

- 21.2. The Owner or its representative is allowed to enter the accommodation to inspect it (including but not limited to where you have complained about the accommodation). If this happens, you will be given reasonable notice first.
- 21.3. You agree to allow the Owner or their representative (including workmen) access to the accommodation as required by this clause.

## **22. Unreasonable behaviour**

- 22.1. The Owner can refuse to hand over their accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, members of staff or neighbours, or if the Owner has reasonable cause to believe you or any member of your party will cause damage or loss to the accommodation, 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.
- 22.2. The Owner 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 accommodation 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 accommodation 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 accommodation which you have been told about. If this happens, you will have to leave the accommodation immediately and no refund will be given. You may also be responsible for any costs the Owner incurs as a result of your behaviour.

## **23. Our legal responsibility to you**

- 23.1. We will accept responsibility for your holiday as an 'organiser' under the Package Travel and Linked Travel Arrangements Regulations 2018. Depending on the other conditions of this clause, we accept responsibility for making sure that we supply your travel arrangements, which you book with us, as we have described.
- 23.2. If, after you leave for your trip, any part of your arrangements are not provided as promised, due to the negligence of our employees, agents or suppliers, and we don't remedy or resolve your complaint within a reasonable period of time, we will pay you appropriate compensation, if this has affected the enjoyment of your trip. However, (except where you have suffered personal injury or death), we will not pay more than three times the value of the booking (or the relevant part if not all the booking is affected).
- 23.3. The level of compensation will take into account all relevant factors, including the price of the holiday, any steps it was reasonable for you to take to reduce, as far as possible, the inconvenience or damage suffered (such as following the complaints procedure) and how much the problem affected your overall enjoyment of the holiday.
- 23.4. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 23.5. Before we pay you any compensation, you must make any complaint or claim strictly in line with clause 23 (Complaints). You must also transfer your legal rights you may have against anyone else in connection with your claim. You must co-operate with us and our insurers in this.
- 23.6. In all claims, we will not be legally responsible if the alleged loss, injury or damage results from any of the following:
- (i) the fault of the person affected or any members of their party;
  - (ii) the fault of someone not connected with providing your booking which we could not have predicted or avoided;
  - (iii) unavoidable and extraordinary circumstances, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 23.7. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to an unavoidable and extraordinary circumstances, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, unavoidable and extraordinary circumstances means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

## **24. Important notice on the limits of our legal responsibility**

- 24.1. For international travel by sea and rail, we will limit our legal responsibility in all cases as if we were carriers under the appropriate conventions, which include; The Athens Convention (for sea travel); The Berne/Cotif Convention (for rail travel) and The Paris Convention (for accommodation arrangements) and any applicable EU Regulations, such as 261/2004 (for travel by air) and 1177/2010 (maritime passenger rights).
- 24.2. We are not a carrier for the purposes of EU 1177/2010 – any queries or claims for that regulation should be directed to your carrier. You can ask for copies of these conventions and regulations from us.
- 24.3. You must also agree that the operating carrier or transport company's own 'conditions of carriage' will apply to you on that journey.
- 24.4. When arranging transport for you, we rely on the terms and conditions in these international conventions and those 'conditions of carriage'. You must accept that all the terms and conditions in those 'conditions of carriage' form part of your contract with us, as well as with the transport company.
- 24.5. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (iv) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or

(v) relate to any business.

24.6. If we are found legally responsible for loss of or damage to any luggage or personal possessions (including money), the most we will have to pay you and your party is £25 per person, as you are required to have adequate insurance in place to cover this kind of loss.

## **25. Complaints**

25.1. If you have any complaint about our booking services, you must let us know immediately in writing and in any event before you travel. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong and allow us an opportunity to respond to you. If we are found to be at fault in relation to any service we provide (as opposed to any Owner or Provider 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.

25.2. 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 accommodation 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.

25.3. As the contract for the provision of the accommodation is between you and the Owner, and the contract for the provision of the transport services is between you and the Provider, you must tell them (or their representative) as soon as possible if you are dissatisfied. This means on arrival if you are immediately dissatisfied or during your stay as soon as you become dissatisfied. You must provide an immediate opportunity for the Owner or Provider to put right anything that is wrong before the end of your stay. If you cannot contact the Owner or Provider, or their representative, or if you are unhappy with their response, you must phone us as soon as possible on the number shown on your confirmation with full details of your complaint and the Owner's or Provider's response (if any). You should make every reasonable attempt to contact us and must do so during your stay and especially before any decision to cut short your stay.

25.4. If you want us to, we will use our reasonable endeavours to liaise with an Owner or Provider on your behalf to attempt to resolve any unresolved complaints. Or you can pursue any complaint directly with the Owner.

25.5. If you feel that the problem has not been dealt with to your satisfaction, you must, within 28 days of returning from your stay, put your complaint in writing to us if you want us to liaise with an Owner on your behalf. We will then pass this on to the Owner or Provider. You can email us at [cr@awaze.co.uk](mailto:cr@awaze.co.uk) or call us on 03452681562 or write to us at Sunway House, Raglan Road Lowestoft, Suffolk, NR32 2LW, marked for the attention of the Customer Relations Department. We have designed this process to make sure we can help to resolve complaints as quickly as possible. Please help us and the Owner or Provider to assist you by following this process. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate.

25.6. Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against an Owner or Provider.

25.7. Please also see clause 23 (ABTA membership) for details about their dispute resolution process.

## **26. Prompt Assistance**

26.1. The Package Travel and Linked Travel Arrangements Regulations 2018 provide that in the event that you experience difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances.

26.2. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and provide assistance with distance communications and finding alternative travel arrangements.

26.3. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require.

26.4. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them.

26.5. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

26.6. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## **27. Insolvency Protection/ABTA membership**

27.1. We are a Member of ABTA— our membership number for Package Travel arrangements sales is L4801 which means you have the benefit of ABTA's assistance.

27.2. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

27.3. We provide full financial protection for our package holidays which don't include flights, by way of a bond held by ABTA Limited.

27.4. You can use 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](http://www.abta.com) to use ABTA's simple arbitration procedure.

27.5. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **28. Privacy**

- 28.1. By submitting your personal information to us, you agree to our use of the information in the ways set out in our Privacy Notice, including sharing your personal information with the Owner or Provider for the purposes of the provision of the booking.
- 28.2. Please see our Privacy Notice on our website which explains how we will process your personal.
- 28.3. We may, but do not always, record telephone calls between us for monitoring and training purposes. In the event of a dispute between us, we reserve the right to review any recorded calls between us.

**29. Excursions**

- 29.1. Excursions or other tours that you may choose to book or pay for whilst you are on your Package Holiday arrangements are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

**30. Other terms**

- 30.1. 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.
- 30.2. 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 then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.
- 30.3. We and each Owner or Provider may transfer our rights and obligations under these Booking Conditions to another person or organisation. We or the Owner or Provider will contact you to let you know if this is planned. If you are unhappy with the transfer you may contact us or the Owner or Provider to end the relevant contract within 14 days of us or the Owner or Provider telling you about it and we or they will refund you any payments you have made in advance for services that have not been provided.
- 30.4. Awaze Vacation Rentals Ltd, Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW, registered in England and Wales, with a company registration number 00965389. Our VAT registration number is GB 598 22 99 77.