

BOOKING CONDITIONS

The Owners are responsible for the administration of your booking. References to “you” and “your” mean the person making the booking (the “party leader”) and all members of the holiday rental party who have been accepted by the Owners. These Conditions set out the basis of your contract with the Owners. Nothing in these Conditions affects your normal statutory rights.

1. YOUR BOOKING

All offers and bookings are subject to availability. The party leader must be at least 18 years of age at the time of booking. Your booking is made as a consumer and you agree that no liability can be accepted by the Owners for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. When the Owners have issued a written confirmation to you, this signifies that the Owners have entered into a contract with you, which is subject to these Conditions. When you receive your confirmation the details must be checked carefully. If anything is not correct, you should tell the Owners immediately.

2. PAYING FOR YOUR PROPERTY

When you book your property you should pay the deposit by sending a cheque to the Owners. Providing the booking can be confirmed, the Owners will then send your written confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost, which must be received by the Owners no later than 6 weeks before your arrival date at the property. However, if you book less than 6 weeks before your arrival date, payment of your total holiday cost is due straightaway.

3. CANCELLATIONS OR CHANGES TO YOUR BOOKING BY THE OWNERS

The Owners do not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owners will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practicable, explain what has happened and inform you of the cancellation or change.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Owners will, as soon as reasonably practicable, offer the party leader a full refund of all monies paid to the Owners.

4. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNERS (FORCE MAJEURE)

Except where otherwise expressly stated in these Conditions, the Owners shall not

be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owners to perform or properly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonably control of the Owners (referred to as “force majeure” in these Conditions). By way of example force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owners) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) the Owners will refund to you all monies paid by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by the Owners.

5. BROCHURE DETAILS

The Owners aim to ensure that the information is accurately conveyed in the brochure and other promotional literature or material produced and circulated by them. However, the information and prices in the brochure/other material may have changed by the time you come to book. Whilst every effort is made to ensure the accuracy of the brochure/other material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of the property and arrangements (including the price) with the Owners at the time of booking. There may be small difference between the actual property and its description, as the Owners are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Owners will tell the party leader as soon as reasonably practicable. The Owners cannot accept responsibility for any changes or closure to area amenities or attractions mentioned in the brochure. The Owners make reasonable efforts to ensure that information supplied to you in relation to the property or its facilities and/or services is accurate and complete as at the date given.

6. LIABILITY

The Owners have no liability for any death or personal injury unless it results from the Owners’ negligence or that of any employee of the Owners (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owners in respect of damage to, or loss of, such personal property except where the damage or loss is caused by the negligence of the Owners or that of any employee of the Owners (providing they were at the time acting in course of their employment).

7. IF YOU CHANGE OR CANCEL YOUR BOOKING

(i) Changes

If you want to change your booking once your confirmation has been issued, an administration fee of £25 will be payable to the Owners once any change has been made. However, it is important to realise that a change of dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking. The Owners will advise the party leader if this is the case when the change is requested. The party leader must then inform the Owners as soon as reasonably possible to whether you still wish to change your booking. If you advise the Owners that you do or the party leader fails to contact the Owners as soon as reasonably possible, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum the Owners will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

(ii) Cancellations

If you have to, or wish to, cancel your booking, the party leader must telephone the Owners on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing.

Depending on your reason for cancellation, you may receive a refund of monies you have paid to the Owners excluding the deposit paid. The refund provisions only apply if the cancellation applies to all members of your party as all prices are for the entire property and not on an individual basis.

To qualify for a refund your reason for cancelling must be one of the following, must apply to a member of your party, and with the exception of pregnancy must have occurred after you booked your holiday and must prevent you from taking your holiday. Please note that you will not receive a refund for pregnancy where the party member is expected to give birth before or within 14 weeks of arrival date home.

Illness/pregnancy (subject to medical evidence of unfitness to travel); Death; Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years); Jury or Witness service (in a Court of Law); Illness or Death of a close relative (a close relative is defined as one of the following – spouse, son or daughter (in law), parent (in law), grandparent, sister or brother, fiancé(e); your home is rendered uninhabitable due to fire, storm, flood, subsidence or malicious damage; your presence is requested by the Police following a burglary at your home or place of business, during the period of your holiday or within the

preceding 7 days; your unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost holiday is recoverable from any other source); or compulsory quarantine. You may also receive a full refund if you are unable to reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident en route (NB This only applies if you have made every effort to attempt to complete your journey. You will need to produce evidence from either the Police, RAC or AA). Although a refund is available in these circumstances you may prefer to delay your arrival. In these cases, a 25% refund is available for each 24 hour delay up to a maximum of 72 hours – 75% (For short breaks, a fixed refund of 50% applies for all arrivals delayed for more than 24 hours).

The following reasons for cancellation do not qualify for a refund as set out above: suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs, or any other reason which is not specifically referred to.

Where the reason for cancellation does not fall within one of the qualifications for refund as set out above, a cancellation charge will be payable, based on the number of days before the arrival date, as shown in the following table. This means that if you have paid the balance of your total holiday cost and then have to, or wish, to cancel you may receive a refund of part of such cost. However, if you have not paid your total holiday cost by the time of your cancellation, you may be required to make a further payment by way of cancellation charge. The following percentages of the total cost must be paid in the event of cancellation:

- 1 week before departure – full cost
- 2 weeks – 90%
- 3 weeks – 80%
- 4 weeks – 70%
- 5 weeks – 60%
- 6 weeks – 50%

Prior to that loss of deposit only.

(iii) Curtailment of your holiday

A refund as set out above is also available if your holiday is cut short for any of the qualifying reasons set out in (ii) above. In this case, you will be reimbursed for the appropriate proportion of the holiday charge. This only applies if the property is vacated by all persons in your holiday party. Where your holiday is curtailed for medical reasons affecting any persons in your party, you will need to produce a certificate from a local doctor, confirming the necessity of returning home.

8. YOUR PROPERTY

You can arrive at the property after 3 pm on the start date your holiday rental and you must leave by 10 am on the last day. If you fail to arrive by 12 noon on the day after the start date of your holiday

rental and you do not advise the person whose details are given on the location of your later arrival, your booking may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

A security deposit is required at the time of booking. This deposit will be refunded at the end of your holiday rental (less any cost for breakages, damage etc if applicable – see below).

You and all members of your holiday rental party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. You and all members of your holiday rental party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it that has not previously been accepted by the Owners. You are responsible to the Owners for the actual costs of any breakage or damage in or to the property – along with any additional costs that may result – which are caused by you and/or any members of your holiday rental party, and the Owners can require payment from you to cover any such costs.

The Owners are entitled at their sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if the Owners reasonably believe that any damage is likely to be caused, has been caused or is being caused by you or any members of your holiday rental party. These circumstances will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Owners will not have any liability to you as a result of this situation arising (including, for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/accommodation). In this situation, the Owners are not under any obligation to find any alternative accommodation for you. You must not allow more people than the brochure states to occupy the property, neither can you significantly change the composition of the holiday rental party during your occupation of the property, nor can you take your pet into the property. If you do any of these things, the Owners can refuse to hand over the property to you, or can repossess it. If the Owners do so, this will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Owners will have no liability to you as a result of this situation arising (including, for example, any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/accommodation). In this situation, the Owners are not under any

obligation to find any alternative accommodation for you.

You must allow the Owners and any representative of the Owners (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time – in these situations the Owners are entitled to enter the property at any time without giving you prior notice).

9. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint the Owners are anxious that remedial action is taken as soon as possible. It is essential that you contact the Owners or their representative immediately if any problems arise so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless the Owners are promptly notified. Discussion of any criticisms with the Owners or their representatives whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence.

10. LAW

The contract between you and the Owners is subject to English law and no other. It is agreed that any dispute you may have the Owners will be dealt with by the Courts of England and Wales only unless you live Scotland or Northern Ireland in which case proceedings may be brought in the Courts of those countries.

11. YOUR RIGHTS

Your statutory rights are not affected by anything contained within these conditions.