

Booking Terms and Conditions

SOUTH LAKES HOLIDAY COTTAGES TERMS & CONDITIONS OF BOOKING ("THE CONDITIONS")

1 INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

"Booking Enquiry" means an offer to hire Holiday Accommodation made by the Hirer

"Booking" means the acceptance of the Booking Enquiry by the Business;

"Business" means "South Lakes Holiday Cottages";

"Deposit" means the sum equivalent to 35% of the Price (rounded up to the nearest £5);

"Hirer" means the person who makes a booking;

"Hire Period" means the period during which the Hirer and Party will occupy the Holiday Accommodation

"Holiday Accommodation" means the holiday accommodation which the Hirer has chosen to hire in accordance with these Conditions;

"Owner" means the owner of the Holiday Accommodation;

"Party" means the individuals that will occupy the Holiday Accommodation for the Hire Period;

"Price" means the price to hire the Holiday Accommodation (excluding any Security Deposit);

"Security Deposit" means a security deposit to be paid (if applicable);

"Website" means www.southlakesholidaycottages.co.uk

2 STATUS OF THE BUSINESS

The Business is acting as an agent for the Owner in connection with accepting and administering bookings of Holiday Accommodation on its behalf. The Business has authority from the Owner to accept Booking Enquires and to confirm acceptance of Booking Enquiries (in accordance with **conditions 3.2.2 and 3.3.2**) on behalf of the Owner in accordance with these Conditions.

3 APPLICATION OF CONDITIONS

3.1 These Conditions shall apply to the Agreement.

3.2 Booking Enquiry made by email or telephone

3.2.1 The Hirer should contact the Business either by email or telephone to make a Booking Enquiry. At the time of the Booking Enquiry the Hirer shall provide the Business with the following:-

- (a) details of the name of the Holiday Accommodation which they would like to hire;
- (b) the dates on which they would like to hire the Holiday Accommodation from and to;
- (c) details of their name, address, contact telephone number and email address;
- (d) confirmation that they are aged 18 years or over;
- (e) the number of individuals in the Party.

3.2.2 Once the Hirer has submitted the online Booking Enquiry, the Business shall acknowledge receipt of the Booking Enquiry by email, or alternatively (if applicable) shall acknowledge receipt of the Booking Enquiry orally over the telephone. The Business shall check availability of the chosen Holiday Accommodation. Although the Business may confirm that the Holiday Accommodation is available to hire, the Booking Enquiry shall not be deemed to be accepted until the Business (acting on behalf of and with the authority of the Owner) provides the Hirer with written acceptance upon receipt of a Deposit at which point the contract for the hire of the Holiday Accommodation for the Hire Period on these Conditions will be established. The written acceptance shall confirm:

(a) the date and times of the Hire Period;

(b) the Price based on the information provided by the Hirer in accordance with **condition 3.2.1**; and

(c) confirmation of the amount of the Security Deposit to be paid (if the Holiday Accommodation requires a Security Deposit).

4 HIRER OBLIGATIONS

4.1 Numbers in Party

4.1.1 The number of persons occupying a property must not exceed the number provided by the Hirer in **condition 3.2** (unless the Hirer has notified the Business of the increase at least 14 days before the start of the Hire Period, the Business (acting on behalf of the Owner) has agreed to the increase and if applicable the Hirer has paid an additional fee).

4.1.2 If the number of persons occupying does exceed the numbers provided by the Hirer under **condition 3.2** (or any increase agreed between the Hirer and the Business) then:

(a) the Hirer may be required to pay an additional sum to cover the additional occupancy; or

(b) if the additional occupancy would exceed the maximum limit of occupancy for that particular Holiday Accommodation then the additional persons will not be permitted to occupy.

4.1.3 If the additional person/people continue to occupy then the Business or the Owner has the right to enter the Holiday Accommodation and require the Hirer and all those within the Party to vacate the Holiday Accommodation. If the Business or Owner does take this action, then the Hire Period shall be deemed to have immediately come to an end and the Hirer (and anybody within the Party) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

4.2 Pets

4.2.1 The Hirer must not allow any pets in the Holiday Accommodation.

4.2.2 If the Hirer or anybody within the Party brings a pet with them then the Business or Owner has the right to enter the Holiday Accommodation and require the Hirer and all those within the Party to vacate the Holiday Accommodation. If the Business or Owner does take this action, then the Hire Period shall be deemed to have immediately come to an end and the Hirer (and anybody within the Party) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

4.3. Use of Holiday Accommodation

4.3.1 The Hirer and all members of the Party agree not to use the property for any illegal or commercial purpose or to sublet it or otherwise allow anyone to stay in it without agreeing this with the Business.

4.3.2 The Owner can refuse to allow the Hirer and/or Party into the Holiday Accommodation or ask them to leave if it reasonably believes that the Hirer or any member of the Party (or any other person) they have invited to the Holiday Accommodation is behaving or has behaved illegally or antisocially or that damage has been, is being or is likely to be caused. If the Owner takes this step the Booking and Hire Period shall be cancelled with immediate effect. In such circumstances the Hirer will not receive a refund of any monies

paid for the Booking and the Business will not be legally responsible or liable in any way to the Hirer and/or the Party.

4.3.3 The Hirer and/or Party must allow the Business or Owner (or any agent or representative) access to the Holiday Accommodation at any reasonable time during their stay. In the event of an emergency or where any problems need resolving quickly and it is not possible to contact the Hirer and/or Party, the Business and/or its agents or representatives may enter the Holiday Accommodation at any time without giving prior notice to the Hirer and/or the Party.

4.4 Vacation

Upon vacating the Holiday Accommodation at the end of the Hire Period, the Hirer shall ensure that the Holiday Accommodation is left clean and tidy.

4.5 Damage or Losses

4.5.1 If during the Hire Period there are any breakages or damage caused to the Holiday Accommodation, or any furniture, equipment, or utensils within the Holiday Accommodation by the Hirer or anybody within the Party (including a pet) then the Hirer should report the same to the Business as soon as reasonably practicable and as far as reasonably possible before the Hirer vacates the Holiday Accommodation on the last day of the Hire Period. The Hirer undertakes to reimburse the Owner for any and all reasonable costs it incurs for repairing the damage or if applicable replacing the item(s) damaged or broken.

4.5.2 If during the Hire Period the Business or Owner is concerned as to the extent of any damage or breakages to or at the Holiday Accommodation, or any furniture, equipment, or utensils within the Holiday Accommodation, then the Business or Owner has the right to enter the Holiday Accommodation and they may require the Hirer and all those within the Party to vacate the Holiday Accommodation. If the Business or Owner does take this action, then the Hire Period shall be deemed to have immediately come to an end and the Hirer (and anybody within the Party) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

4.5.3 The Hirer shall be deemed to have forfeited any Security Deposit:

- (a) if during the Hire Period there are any breakages or damage caused to the Holiday Accommodation, or any furniture, equipment, or utensils within the Holiday Accommodation; or
- (b) if after the Hirer has vacated the Holiday Accommodation the Holiday Accommodation requires any additional cleaning beyond what would be reasonably expected, including the removal of dog fouling in the garden.

In either scenario under **condition 4.5.3 (a)** and/ or **4.5.3 (b)** the Owner shall be entitled to use the Security Deposit (without prejudice to **condition 4.5.1**) towards making good any damages or breakages, and towards any additional cleaning. If after making such repairs, or making good such damages and breakages, or carrying out any additional cleaning, there is some of the Security Deposit remaining that shall be returned to the Hirer. If no deductions are required, the Security Deposit will generally be returned to the Hirer within 6 weeks of the ending of the Hire Period.

5 CHARGES AND PAYMENT

5.1 Upon making a Booking Enquiry the Hirer will be asked to make a payment which will be as follows: -

5.1.1 If the first day of the Hire Period is more than 8 weeks from the date of the Booking Enquiry, the Hirer must pay a Deposit;

5.1.2 If the first day of the Hire Period is 8 weeks or less than 8 weeks from the date of the Booking Enquiry, the Hirer must pay the total Price at the time of the Booking Enquiry and, if applicable, a Security Deposit.

5.2 All payments will be accepted and administered by the Business on behalf of the Owner

5.3 If a Booking Enquiry is rejected and the Booking is not made, the Business shall return any payment made by the Hirer in accordance with **condition 5.1** (minus any charges incurred for PayPal payments)

5.4 Payment can be made using the following methods:

5.4.1 by way of cheque

5.4.1 by BACS transfer

5.4.2 by way of debit card or credit card via PayPal

All payments made will be paid to the Owner in accordance with the terms of an agreement between the Owner and the Business.

5.5 In the case where a Deposit has been made upon making the Booking Enquiry, the balance of the Price (and if applicable the Security Deposit) is payable to the Business not later than eight weeks before the first day of the Hire Period (the "Final Payment Date"). If the Business does not receive the balance of the Price by the Final Payment Date, then it may cancel the Booking on behalf of the Owner. If the Booking is cancelled, then the Hirer will be deemed to have forfeited the Deposit subject to the provisions in **condition 10**.

6 THE ACCOMMODATION

6.1 Descriptions

6.1.1 The Business makes every effort to ensure that the description of the Holiday Accommodation (as appears on its Website) is accurate and up to date. The Business does make every effort to update the descriptions for any material changes made to the Holiday Accommodation, however the Business shall not be held responsible for any minor discrepancies in the Holiday Accommodation from the descriptions on its Website, or any changes made to the Holiday Accommodation by the Owner after the date of the Booking Enquiry. If there are any material changes to the Holiday Accommodation which are made after the date of the Booking Enquiry the Business will make the Hirer aware of any material changes as soon as reasonably possible after the Business becomes aware of them. Occasionally the exteriors, furniture, furnishings and room layouts of the Holiday Accommodation may differ from the photographs on the Website.

6.2 Maintenance

Grass cutting, gardening, window cleaning and maintenance works etc. may from time to time be carried out by or on behalf of the Owner during the Hire Period, however where possible the Owner will try to accommodate the Hirer's reasonable requirements if they are aware of them and will try to carry out all such works with the least disruption to the Hirer and the Party as far as reasonably possible.

6.3 Old Houses

As the Holiday Accommodation is part of an 18th century building, it may be prone to damp patches during wet or humid weather and prone to condensation on walls and windows. These problems can be alleviated by ventilating the property. However, as a general rule elderly, young, or those sensitive to humidity and damp should avoid such accommodation especially in the wettest periods (e.g. winter and early spring).

6.5 Cots and High Chairs

The Hirer should check the availability of a cot and high chair at the Holiday Accommodation at the time of the Booking Enquiry and should confirm at the time of the Booking Enquiry whether they will be required during the Hire Period. Cots and high chairs will vary in age, style and condition and should only be used by a small child aged under 24 months.

6.6 Bed Linen, Cot Linen and Towels

Bed linen and towels are provided at the Holiday Accommodation, but cot linen is not provided (and the Hirer should bring their own).

6.7 Non-Smoking

The Holiday Accommodation is non-smoking. Smoking is not permitted anywhere indoors or in the grounds

of the accommodation. If the Hirer or the Party smokes within the holiday accommodation, then any Security Deposit is automatically forfeited. At the discretion of the Owner, the Hirer and Party may be asked to leave and the Hirer (and anybody within the Party) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

6.8 Timing of Occupancy and Vacation

Acting on behalf of the Owner, the Business shall notify the Hirer in advance of the Hire Period of the time at which the Hirer and the Party can commence occupation of the Holiday Accommodation, and of the time at which the Hirer and the Party must vacate the Holiday Accommodation.

6.9 Basis of Occupation

The Holiday Accommodation is let to the Hirer and the Party for the Hire Period only (without prejudice to the Owner's right to bring the Hire Period to an end early in accordance with these Conditions) and is not an Assured Tenancy or Assured Shorthold Tenancy as defined by the Housing Act 1988 as amended.

7 COMPLAINTS

7.1 If the Hirer has cause for complaint during the Hire Period the matter should be raised in the first instance with the Business as soon as reasonably possible using the contact details provided to the Hirer by the Business. This will allow the Business time to consider the complaint and if possible and reasonable, will allow the Owner, or the Business acting on behalf of the Owner, to take action it reasonably can to rectify the problem. If the Owner is satisfied that the problem cannot be rectified it may, at its discretion, offer the Hirer a refund of part of the Price or, in exceptional circumstances, all of the Price.

7.2 If the Hirer does not raise any complaint which it may have during the Hire Period, the Owner shall not, except in limited circumstances, consider any and all complaints the Hirer raises after the Hire Period has come to an end.

8 Limitation of Liability - THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1 This condition sets out the entire financial liability of the Business (including any liability for the acts or omissions of its employees) to the Hirer in respect of:

8.1.1 any breach of these Conditions;

8.1.2 the hire of the Holiday Accommodation by the Hirer and the Party; and

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Booking and these Conditions.

8.3 Nothing in these Conditions limits or excludes the liability of the Business:

8.3.1 for death or personal injury resulting from the negligence of the Business; or

8.3.2 for any damage or liability incurred by the Hirer as a result of fraud or fraudulent misrepresentation by the Business.

8.4 The Business does make every effort to update the descriptions on its Website for any material changes made to the Holiday Accommodation, however the Business shall not be held responsible for any minor discrepancies in the Holiday Accommodation from the descriptions on its Website.

8.5 Subject to **condition 8.2** and **condition 8.3**:

8.5.1 as the Business is acting purely as agent for the Owner, the Business shall not be liable for:-

(a) any injury;

(b) any sickness;

(c) any loss;

(d) any damage;

- (e) any additional expense;
- (f) any damages for inconvenience

caused directly or indirectly by or arising out of the use or condition of the Holiday Accommodation and its appearance, plumbing, gas, electrics, private water, exceptional weather conditions or the Owner's negligence. The Business shall not be liable for any actions or omissions of the Owner. The Business shall not be liable for any damage or loss caused to any belongings of the Hirer or the Party during the Hire Period.

8.5.2 The Business's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Booking shall be limited to the Price.

9 DATA PROTECTION

The Business will use the personal data of the Hirer and members of the Party for the purpose of processing the Booking Enquiry and for carrying out the Business's obligations in accordance with the Booking. See the Business's Privacy Policy for further details.

10 TERMINATION

10.1 The Business may terminate the Booking in accordance with clauses 4.1.3, 4.2.2, 4.3.1, 4.3.2, 4.5.2 and 5.5 and where it does the Hirer shall not be entitled to a refund of the Deposit or the Price or part of the Price.

10.2 The Business (acting on behalf of the Owner) may terminate the Booking in accordance with the provisions in **condition 12.2** and in such scenario the Hirer should seek reimbursement of the monies which it has paid in accordance with **condition 5**, direct from the Owner.

THE HIRER IS ADVISED TO TAKE OUT HOLIDAY INSURANCE IN CASE THE HIRER HAS TO CANCEL THE HIRE OF THE HOLIDAY ACCOMMODATION.

10.3 If the Hirer wishes to terminate the Booking then it shall notify the Business as soon as possible in writing. On receipt of the notice the Business shall place the Holiday Accommodation as available to re-let on its Website for that period. If the Business is able to re-let the Holiday Accommodation for that period then it will refund the Hirer as follows: -

10.3.1 if the Hirer cancels after it has paid all of the Price (in accordance with **condition 5**) and the Business is able to re-let the Holiday Accommodation for the same price or a greater price than which the Hirer has paid then the Hirer shall be entitled to a refund of the Price paid minus an administration fee of £30;

10.3.2 if the Hirer cancels after it has paid all of the Price (in accordance with **condition 5**) and the Business is able to re-let the Holiday Accommodation at a reduced price than the Hirer has paid then the Hirer shall be entitled to a refund of part of the Price (only to the extent of the amount paid by the new hirer) minus an administration fee of £30;

10.3.3 if the Hirer cancels having only paid the Deposit and the Business is able to re-let the Holiday Accommodation for the same price or a greater price than which the Hirer would have paid then the Hirer shall be entitled to a refund of the Deposit paid minus an administration fee of £30;

10.3.4 if the Hirer cancels having only paid the Deposit and the Business is able to re-let the Holiday Accommodation at a reduced price than the Hirer would have paid then the Hirer may be entitled to a refund of part of the Deposit based on the following calculations:

A = Price payable by Hirer

B = new price paid/payable by new hirer

C = A – B

D = Deposit paid by Hirer

D – C = refund due to Hirer

minus an administration fee of £30.

10.4 If the Business is unable to re-let the Holiday Accommodation then the Hirer shall forfeit the Deposit and/or the Price it has paid.

11 FORCE MAJEURE

The Business shall have no liability to the Hirer or any member of the Party under these Conditions if it is prevented from, or delayed in performing, its obligations under these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Business or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors

12 VARIATION

12.1 Any proposed alterations to the Hire Period by the Hirer will only be accepted at the discretion of the Business (acting on behalf of the Owner) and will be subject to an administration charge of £30. If the alteration is accepted by the Business (acting on behalf of the Owner) then subject to payment of a reasonable administration fee by the Hirer, the Booking shall be amended accordingly.

12.2 If, for any reason, the Owner has to cancel the Booking the Business shall notify the Hirer as soon as reasonably possible. The Hirer shall be entitled to a refund of the Price in full where the Booking is cancelled before the start of the Hire Period, or of a proportion of the Price (equivalent to the proportion of the Hire Period used up to the cancellation date) where the Booking is cancelled during the Hire Period.

12.3 The Business does not expect to have to make any changes to a Booking. However sometimes problems occur, and Bookings have to be changed or cancelled. The Business has the right to do this. If it does, the Business will contact the Hirer to explain what has happened and let them know about any cancellation or change as soon as is reasonably practicable.

12.4 Neither the Business nor the Owner is under any obligation to find alternative accommodation for the Hirer and/or Party.

13 SEVERANCE

13.1 If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Conditions, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

13.2 If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14 ASSIGNMENT

The Business may at any time assign or transfer all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.

15 RIGHTS OF THIRD PARTIES

Only the Business (and its assignee), the Hirer and the Owner shall have any rights under these Conditions

and a person who is not a party to these Conditions or the Booking shall not have any rights under or in connection with it.

16 NOTICES

16.1 Any notice or other communication required to be given under the Booking or under these Conditions shall be in writing and shall be sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the Business or the Owner or as the case may be the Hirer.

16.2 Any notice or other communication shall be deemed to have been duly received when left at the address and for the attention of the Hirer or the Business or the Owner (as the case may be) or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

17 GOVERNING LAW AND JURISDICTION

17.1 These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

17.2 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement, or these Conditions or its subject matter.