



# Booking Terms and Conditions

("the Agreement")

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## RECITALS

- A. Herdwick Cottages Ltd is the legal name of the business that is acting as an agent **“We, Us, Our”** for the Owner in accepting and administering bookings of Holiday Accommodation on the Owner’s behalf in accordance with this Agreement.
- B. Herdwick Cottages and Fells & Dales Cottages are both trading names of Herdwick Cottages Ltd.
- C. You are entering into this Agreement on behalf of all members of the Group named on the booking form (including anyone who is added or replaced at a later date) who authorise You to make the Booking on the basis of this Agreement.
- D. As the Agent for the Owner, by entering into this Agreement, You are entering directly into a contractual Agreement with the Owner, which is administered by Us.
- E. **These terms apply to all Bookings made on or after the 18<sup>th</sup> December 2024.**
  - E.1. For bookings made before 18<sup>th</sup> December 2024, please [click here](#).

## 1. INTERPRETATION

- 1.1. In this Agreement, the following words shall have the following meanings:
  - 1.1.1. **“Booking Enquiry”** means the offer to hire the Holiday Accommodation made by You;
  - 1.1.2. **“Booking”** means the acceptance of the Booking Enquiry by Us;
  - 1.1.3. **“Booking Services”** The Website(s) or telephone service(s) that allows You to make a Booking for the Holiday Accommodation;
  - 1.1.4. **“Booking Cost”** means the total price payable to hire the Holiday Accommodation (excluding any Security Deposit);
  - 1.1.5. **“Booking Fee”** means the non-refundable fee totalling 2% of the Booking Cost paid by You in respect of using the Booking Services;
  - 1.1.6. **“Deposit”** means any initial sum required to confirm the booking;
  - 1.1.7. **“Final Payment Date”** means the date by which the balance of the Booking Cost must be paid (no later than 60 days prior to the first day of the Hire Period);
  - 1.1.8. **“You, Your”** means the person who makes a Booking;
  - 1.1.9. **“Hire Period”** means the period during which You and/or the Group will occupy the Holiday Accommodation;
  - 1.1.10. **“Holiday Accommodation”** means the holiday accommodation, consisting of the dwelling, any garden, all fixtures, fittings, contents and equipment;
  - 1.1.11. **“Owner”** means the owner of the Holiday Accommodation;
  - 1.1.12. **“Group”** means the individuals that will occupy the Holiday Accommodation;

- 1.1.13. **“Security Deposit”** means a deposit to be paid (if applicable) in accordance with clause 8;
- 1.1.14. **“Website”** means [www.herdwickcottages.co.uk](http://www.herdwickcottages.co.uk) or [www.fellsanddalescottages.co.uk](http://www.fellsanddalescottages.co.uk).
- 1.2. Headings contained in this Agreement are for reference purposes only. They should not be incorporated into this Agreement and shall not be deemed an indication of the meaning of the clauses to which they relate.
- 1.3. All agreements on the part of either of the parties that comprise more than one person or entity shall be joint and several, and the neuter/singular gender throughout this Agreement shall include all genders, the plural, and the successor in title to the parties.
- 1.4. This Agreement references to clauses and schedules and sub-divisions thereof, unless a contrary intention appears, are to clauses and schedules to this Agreement and sub-divisions thereof.

## 2. MAKING A BOOKING

- 2.1. You may contact Us by email or telephone to make a Booking Enquiry. You will be required to provide Us with the following information:-
- 2.1.1. the name of the Holiday Accommodation You would like to hire;
- 2.1.2. the dates on which You would like to hire the Holiday Accommodation;
- 2.1.3. Your name, permanent residential address, telephone number and email address;
- 2.1.4. confirmation that You are aged 18 years or over;
- 2.1.5. the number of Adults, Children, and infants under 24 months old in the Group; and
- 2.1.6. whether there are to be any pets accompanying the Group, and if so, how many.
- 2.2. You may also make a Booking Enquiry online via the Website by following the on-screen instructions. Bookings made through the Website or Booking System are provisional until confirmed in writing.
- 2.3. You warrant that all information given as part of the Booking Enquiry process is accurate and true. If any information given is deliberately or recklessly inaccurate or untrue and because of this, affects Your ability to occupy the Holiday Accommodation, the Booking Enquiry and Hire period shall be cancelled with immediate effect, and You (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason.
- 2.4. Once You have made the Booking Enquiry, We will check the availability of the chosen Holiday Accommodation. Although We may confirm that the Holiday Accommodation is available to hire, the Booking will not be binding until We confirm the Booking to You by email, and You have paid the Deposit to Us.

- 2.5. The email confirmation will show the Booking details, the Booking Cost, the amount of any Deposit and whether a Security Deposit is payable. As soon as You receive this confirmation, You must check the details carefully and if anything is not correct, You must inform Us immediately.
- 2.6. You must pay the Deposit (or total Booking Cost if required) immediately upon receiving the confirmation. We will reserve the Holiday Accommodation for 2 Hours from the time of the confirmation email to allow You to pay the Deposit (or total Booking Cost if required) by bank transfer or card payment. If no payment (in cleared funds) is received in this time, the Holiday Accommodation will be remarketed as available for hire.
- 2.7. We have the right to refuse any booking before We send written confirmation out to You. If We wish to do this, we will inform You in writing and promptly refund any money paid to Us. In this case, neither We nor the Owner will have any legal responsibility to You.

### **3. NUMBERS IN GROUP**

- 3.1. The number of persons occupying the Holiday Accommodation must not exceed the number provided by You at the time of making the Booking (unless You have notified Us of the increase at least 14 days before the start of the Hire Period and We have agreed to the increase, and if applicable, You have paid any additional fee for the maximum occupancy limit of the Holiday Accommodation).
- 3.2. If the number of persons occupying does exceed the numbers provided then:-
  - 3.2.1. You may be required to pay an additional sum to cover the additional person(s); or
  - 3.2.2. if the maximum capacity for the Holiday Accommodation is exceeded, then the additional persons will not be permitted to occupy, and if they continue to do so, We and/or the Owner may enter the Holiday Accommodation and require You and/or the Group to vacate the Holiday Accommodation. If We take this step, the Booking and Hire period shall be cancelled with immediate effect, and You (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

### **4. PETS**

- 4.1. You and/or the Group must not allow pets in the Holiday Accommodation unless this has been agreed with us at the time of making the Booking or at least five days before the start of the Hire Period.
- 4.2. Where pets are permitted in the Holiday Accommodation: -
  - 4.2.1. unless otherwise agreed in writing, the type of pet permitted in the Holiday Accommodation is limited to canine pets only;
  - 4.2.2. they must not be left unattended in the Holiday Accommodation, under any circumstances (including any garden or in crates) at any time;

- 4.2.3. they must not be allowed in any of the bedrooms or on any of the furniture within the Holiday Accommodation;
- 4.2.4. they must be under strict control at all times;
- 4.2.5. You must immediately clear up any fouling on gardens or grounds.
- 4.3. If a garden is described as “enclosed”, it does not mean it is ‘escape-proof’ for pets. As such, neither We nor the Owner accept any liability for escaped or missing pets.
- 4.4. If You or anybody within the Group brings a pet with them without having agreed with Us at the time of making the Booking or at least five days before the start of the Hire Period then: -
  - 4.4.1. You will be required to pay an additional sum; or
  - 4.4.2. We and/or the Owner may enter the Holiday Accommodation and require You and/or the Group occupying the Holiday Accommodation to vacate the Holiday Accommodation. If We or the Owner take this step, the Booking and Hire Period shall be cancelled with immediate effect, and You (and anybody within the Group) 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. If You or anybody within the Group fails to abide by the rules in clause 4.2 the Hire Period may be cancelled in accordance with clause 16.2.

## **5. USE OF HOLIDAY ACCOMMODATION**

- 5.1. You and all members of the Group agree not to use the property for any illegal, or for commercial purpose, to sublet it, or otherwise allow anyone to stay in it without agreeing this with Us.
- 5.2. We and/or the Owner can refuse to allow You and/or the Group into the Holiday Accommodation or ask You to leave if We or the Owner reasonably believe that You or any member of the Group (or any other person) You 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 We and/or the Owner take this step, the Booking and Hire Period shall be cancelled with immediate effect, and You (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.
- 5.3. You and/or the Group must not hold events (such as parties, celebrations or meetings) at the Holiday Accommodation without agreeing this in advance with Us. If You do, We and/or the Owner can refuse to allow You and/or the Group into the Holiday Accommodation or ask You and/or the Group to leave. If We or the Owner take this step, the Booking and Hire Period shall be cancelled with immediate effect. In such circumstances, You and/or the Group will not receive a refund of any monies paid for the Booking and neither We and/or the Owner will not be legally responsible or liable in any way to You and/or the Group.
- 5.4. You and/or the Group must allow Us and/or the Owner (or any agent or representative) access to the Holiday Accommodation at any reasonable time during Your stay. In the event of an emergency or where any problems need resolving quickly and it is not possible to contact You and/or the Group, We and/or the Owner

and/or its agents or representatives may enter the Holiday Accommodation at any time without giving prior notice to You and/or the Group.

## **6. DEPARTURE**

- 6.1. On departing the Holiday Accommodation, You and/or the Group shall ensure that the Holiday Accommodation is left clean and tidy and in a similar condition to when You and/or the Group arrived.
- 6.2. You have checked for any remaining personal belongings.
  - 6.2.1. A fixed fee of £25.00 + VAT, plus the cost of postage and packaging shall be payable by You, should We or the Owner be asked to return any personal belongings left in the Holiday Accommodation.
- 6.3. You have signed out of any streaming services that you may have signed into on any of the internet enabled TV's. Neither We nor the Owner shall be liable for unauthorised use of Your streaming account where you failed to log out of the service.

## **7. DAMAGE, BREAKAGES AND LOSS**

- 7.1. You may be asked to check an inventory of the Holiday Accommodation and its contents on arrival. If You discover anything is missing or damaged, You must notify Us immediately, providing evidence of such, such as photos, wherever possible.
- 7.2. You will be held responsible for and held to account to reimburse Us, or the Owner directly, for all proven damage, breakages or loss caused by You and/or the Group or pets to the Holiday Accommodation.
- 7.3. You are strongly advised to take out suitable holiday travel insurance to cover the costs of damage (accidental or otherwise) caused by You or any member of the Group.
- 7.4. Where any breakages, damage, or loss occurs, You must report the same to Us or the Owner (as advised at the outset by Us) as soon as reasonably practicable and, where possible, before the end of the Hire Period.
- 7.5. Where the Holiday Accommodation has physical keys, the keys for doors should not be taken away from the Holiday Accommodation. You and/or the Group agree to return the keys to the key lockbox when leaving the property for a short period and on departure. In the event that You or a member of the Group lose the Keys, whether intentionally or accidentally, and either We or the Owner are required to attend the property with spare keys, you agree to pay Us or the Owner directly, prior to your date of departure, a fixed call-out fee of £50.00 +VAT, plus the costs of replacing the lost keys, or the lock where replacing the keys isn't possible.
- 7.6. If during the Hire Period, We and/or the Owner is concerned about the extent of any damage or breakages, then We and/or the Owner has the right to enter the Holiday Accommodation and require You and all those within the Group to vacate the Holiday Accommodation. If We or the Owner do take this step, then the Booking and Hire Period shall be cancelled with immediate effect, and You (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

## **8. REFUNDABLE “SECURITY” DEPOSIT**

- 8.1. For some Holiday Accommodation bookings, We may require that You pay a Security Deposit either by card or by bank transfer. If this applies to a Booking, We will notify You of the amount of the Security Deposit and when this is payable, and it will be shown on the Booking confirmation.
- 8.2. We may, at Our discretion, choose to pre-authorise the amount of the Security Deposit against Your card rather than ask You to pay it to Us. This will be confirmed during the booking process.
- 8.3. We shall be entitled to use, or pass to the Owner, the Security Deposit: -
  - 8.3.1. if during the Hire Period, there are any breakages or damage to the Holiday Accommodation or any items otherwise need replacing or;
  - 8.3.2. if after You have vacated the Holiday Accommodation, it requires cleaning beyond what would be reasonably expected;
  - 8.3.3. If after deducting these costs, any part of the Security Deposit remains, this shall be returned to You.
  - 8.3.4. if the cost of repairs or replacement exceeds the Security Deposit amount, or where a security deposit has not been paid, You agree to reimburse Us or the Owner directly, within 7 calendar days following your departure from the Holiday Accommodation, for any amount to the total invoice value for the repair or replacement. We reserve the right to charge statutory interest of 8% above the bank of England Base Rate on overdue amounts.
- 8.4. If We do not receive notification from the Holiday Accommodation Owner of an intention to deduct the Security Deposit within 7 calendar days following the end of the Hire Period, We shall refund the Security Deposit to You in full.

## **9. PRICING AND PAYMENT**

- 9.1. On making a Booking You will be asked to make a payment as follows: -
  - 9.1.1. If the first day of the Hire Period is more than 60 days from the date of the Booking Enquiry, You must pay a Deposit;
  - 9.1.2. If the first day of the Hire Period is 60 days or less from the date of the Booking Enquiry, You must pay the total Booking Cost at the time of the Booking Enquiry and, if applicable, a Security Deposit.
- 9.2. We will accept and administer all payments on behalf of the Owner.
- 9.3. Payment can be made by debit card, credit card or bank transfer. We do not accept, cheques, Diners or Amex cards.
- 9.4. You must have paid the Booking Cost in full no later than 60 days before the first day of the Hire Period (the “Final Payment Date”). If We do not receive the Booking Cost (or balance where a Deposit has been paid) by the Final Payment Date, then We may cancel the Booking.

- 9.5. If the Booking is cancelled, We shall retain the Deposit subject to the provisions of clause 16.2.

## **10. THE ACCOMMODATION**

### 10.1. Description

- 10.1.1. We make every effort to ensure that the description of the Holiday Accommodation (as it appears on Our Website) is accurate and up to date. We shall not be liable for any differences between the Holiday Accommodation and its description on the Website, or any changes made to the Holiday Accommodation by the Owner after the date of the Booking Enquiry.
- 10.1.2. Where any material changes are made to the Holiday Accommodation after the date of the Booking Enquiry, We will notify You as soon as We become aware of them. In such circumstances, We may also cancel any Booking in accordance with clause 16.2 if We consider it necessary to do so.
- 10.1.3. The exteriors, furniture, furnishings and room layouts of the Holiday Accommodation may differ from the photographs on the Website.
- 10.1.4. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, We will inform You as soon as reasonably practicable after We become aware of the situation.
- 10.1.5. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on the Website or in any promotional marketing.
- 10.1.6. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any Holiday Accommodation or its facilities or services, unless this was caused by Our own negligence.

### 10.2. Maintenance

- 10.2.1. You recognise and accept that third-party service providers work to their own schedules, which are often weather-dependent, therefore grass cutting, gardening, window cleaning and maintenance works etc. may from time to time be carried out during the Hire Period. We and the Owner will try to ensure that such works are carried out with the least disruption to You and the Group as far as reasonably possible.

### 10.3. Old Properties

- 10.3.1. If the Holiday Accommodation is an old property, then it may be prone to damp patches during wet or humid weather, and to condensation on walls. 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 Holiday Accommodation especially in the wettest periods (e.g. winter and early spring). Please note also that old properties may have uneven floors and/or unconventional stairs.



#### 10.4. Private Water Supply

- 10.4.1. Some Holiday Accommodation may have a private water supply. Where this is the case, the supply is filtered and tested by either the Owners appointed service provider or the Local Authority, to be safe for human consumption, but it is recommended that You boil water before drinking it or use bottled water.

#### 10.5. Cots and Highchairs

- 10.5.1. Not all Holiday Accommodation will have a cot and highchair available to use during the Hire Period. You should check the availability, and where available, request them during the online booking process. Alternatively, inform Us if You will require a cot and /or highchair when making the Booking. We will confirm whether these will be available.
- 10.5.2. These items will vary in age, style and condition and should only be for a small child aged under 24 months old.

#### 10.6. Bed Linen, Cot Linen and Towels

- 10.6.1. Bed linen is provided at the Holiday Accommodation, but cot linen is not provided.
- 10.6.2. Unless otherwise stated in the Holiday Accommodation description, Towels will be provided as standard.

#### 10.7. Arrival and Departure Times

- 10.7.1. We shall notify You before the Hire Period commences of the arrival and departure times.
- 10.7.2. You and/or any person in the Group must not arrive before, or depart after, the prescribed times without agreeing this with Us in advance for which additional charges may apply.

#### 10.8. Basis of Occupation

- 10.8.1. The Holiday Accommodation is let to You and the Group for the Hire Period only (without prejudice to any party's right to bring the Hire Period to an end early in accordance with this Agreement) and is not an Assured Tenancy or Assured Shorthold Tenancy as defined by the Housing Act 1988 as amended.

### **11. ELECTRIC VEHICLE CHARGING**

- 11.1. For the purpose of these Terms, an Electric Vehicle "EV" is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all its power from rechargeable batteries, which require a connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.
- 11.2. Domestic chargers are not permitted at the Holiday Accommodation

- 11.2.1. Most EVs are supplied with a domestic charger, commonly known as a 'granny charger' or a 'trickle charger.' These cables recharge the EV using a domestic power source via a 3-pin wall socket.
- 11.2.2. **Domestic chargers are not suitable for use in the Holiday Accommodation and will create a fire hazard. The use of domestic chargers is strictly forbidden.**
- 11.2.3. We and/or the Owner retain the right to conduct a reasonable external inspection, without notice, to ensure that domestic chargers are not used in the Holiday Accommodation.
- 11.2.4. You are solely liable for any damage or loss suffered by Us and/or the Owner as a result of Your or the Group's unauthorised use of domestic chargers.
- 11.2.5. We and the Owner retain the right to regard any breach of this clause 11.2 as a material breach of contract and will ask You (and anybody within the Group) to leave the Holiday Accommodation. If We and/or the Owner takes this step, the Booking and Hire Period shall be cancelled with immediate effect and You (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

## **12. COMPLAINTS AND CONTACTING US**

- 12.1. If You wish to make a complaint about anything connected with Your hire of the Holiday Accommodation You should contact Us in the first instance as soon as reasonably possible during the hours detailed in clause 12.4, unless clause 12.5 applies.
- 12.2. We will then either pass the complaint on to the Owner to deal with or We may consider the complaint, and We may act to resolve it as soon as reasonably practicable.
- 12.3. If You do not make a complaint promptly where it is possible to do so, or in any event within 48 hours following your departure from the Holiday Accommodation, We may refuse to consider your complaint.
- 12.4. We can be contacted by email or phone between the hours of 9.00am and 6.00pm, 7 days per week except on Christmas Day and New Years Day.
- 12.5. Some Owners will provide their direct contact number to call should You require assistance. You and/or the Group should use this contact number in the first instance, calling Us only if contact cannot be made with the Owner.

## **13. LIMITATION OF LIABILITY**

- 13.1. This clause sets out Our entire financial liability (including any liability for the acts or omissions of Our employees) to You in respect of:
  - 13.1.1. any breach of its obligations under this Agreement;
  - 13.1.2. the hire of the Holiday Accommodation; and

- 13.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.2. 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 this Agreement.
- 13.3. Nothing in this Agreement limits or excludes Our liability for:
  - 13.3.1. death or personal injury resulting from Our negligence; or
  - 13.3.2. any damage or liability sustained by You and/or the Group as a result of fraud or fraudulent misrepresentation by Us.
- 13.4. Unless stated otherwise in this Agreement, We do not have any control over the Holiday Accommodation or the Owner.
- 13.5. We shall not be legally responsible, either jointly or individually, to You or the Group if We are prevented from carrying out Our responsibilities as a result of events beyond its control (which means any event where We could not, even with all due care, expect or avoid) for :-
  - 13.5.1. any injury;
  - 13.5.2. any sickness;
  - 13.5.3. any loss;
  - 13.5.4. any damage;
  - 13.5.5. any additional expense;
  - 13.5.6. any damages for inconvenience caused directly or indirectly by or arising out of the use or condition of the Holiday Accommodation.
- 13.6. We shall not be liable for any acts or omissions of the Owner or its representatives.
- 13.7. We shall not be liable for any damage or loss caused to any belongings of Yours or the Groups during the Hire Period.
- 13.8. Neither We nor the Owner shall be liable for any noise or disturbance which comes from beyond the boundaries of the Holiday Accommodation or which is beyond Our or the Owners control.
- 13.9. Our 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 Booking Cost.

#### **14. DATA PROTECTION**

- 14.1. To process a Booking We will need to collect and process personal information relating to You and/or members of the Group. We will ensure that We act in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (or other applicable Data Protection Laws) at all times.

- 14.2. We use software called SuperControl to manage our online booking process. We have a written contract with SuperControl to ensure that they will process your data on our behalf in compliance with all applicable Data Protection Laws.
- 14.3. We use a company called Reviews.io to collect and administer reviews. To undertake and process the collection of reviews, We will securely pass to them your Name, your email address, the name of the Holiday Accommodation and the dates of the Hire period for the sole purpose of sending You a review request by email on Our behalf. We have a written contract with Reviews.io to ensure that they will process your data on our behalf in compliance with all applicable Data Protection Laws.
- 14.4. We will also pass on Your personal data, including Your full name, address, phone number and email address, to the owner of the Holiday Accommodation. We have a written agreement in place with the Owner to ensure that they process your data in compliance with all applicable Data Protection Laws.

## **15. CHANGING A BOOKING**

- 15.1. If You wish to change any aspect of a Booking, You should contact Us to make a request. We cannot guarantee that the request will be granted.
- 15.2. Where a change to a Booking is granted, an administrative charge of £15.00 +VAT will be payable to Us. You may also have to pay any costs incurred in accommodating the change. We will inform You of these costs before confirming the change.
- 15.3. Any change to the dates of a Booking will be at the Owners sole discretion. The original Booking dates shall remain valid if a change of dates is refused by the Owner.

## **16. CANCELLATION**

### **16.1. Bookings cancelled by You**

- 16.1.1. Clause 16.1 applies in all cases save where clause 16.3 applies.
- 16.1.2. You are strongly advised to take out suitable holiday travel insurance in case You have to cancel the Booking.
- 16.1.3. If You wish to cancel the Booking, then You must notify Us in writing. On receipt of the notice, We will notify the Owner as soon as reasonably practicable and advertise the Holiday Accommodation as available to let on Our Website.
- 16.1.4. If We or the Owner are able to make a new Booking for the Holiday Accommodation before the start of the Hire Period, then the refund policy is as follows: -
  - 16.1.4.1. If You cancel after You have paid the total Booking Cost, and We are able to let the Holiday Accommodation for the same Booking Cost or greater than the Booking Cost paid, then You shall be entitled to a full refund of all monies paid less the Booking Fee charged in accordance with clause 16.1.6;
  - 16.1.4.2. If You cancel after You have paid the total Booking Cost, and We are able to let the Holiday Accommodation at a lower price than the

Booking Cost paid, then You shall be entitled to a refund equivalent to the Booking Cost paid for the new booking, less the Booking Fee paid in accordance with clause 16.1.6;

16.1.4.3. If You cancel having only paid the Deposit, and We are able to let the Holiday Accommodation for the same Booking Cost or a greater Booking Cost that You would have paid, then You shall be entitled to a refund of the Deposit less the Booking Fee paid in accordance with clause 16.1.6;

16.1.4.4. If You cancel having only paid the Deposit and We are able to let the Holiday Accommodation at a lower price than the Booking Cost that You would have paid, then You may be entitled to a refund of part of the Deposit based on the following calculation:-

16.1.4.4.1. A = Deposit paid by You.  
B = Total Booking Cost payable by You.  
C = New Total Booking Cost price paid/payable by new Hirer.  
D = B minus C  
E = A minus D

16.1.4.4.2. If A is greater than D, You are entitled to refund sum E, less any administration fee charged in accordance with clause 16.1.6.

16.1.4.4.3. If A is less than D, You are not entitled to a refund of Your Deposit.

16.1.5. If We are unable to let the Holiday Accommodation or no Owner Booking is made, We will:-

16.1.5.1. Retain the Deposit if cancellation is more than 60 days before the start of the Hire Period.

16.1.5.2. Retain the total Booking Cost if cancellation is less than 60 days before the start of the Booking.

16.1.6. We shall always retain the Booking Fee paid to cover the cost of administering the Booking and Booking Cancellation.

## **16.2. Bookings cancelled by Us**

16.2.1. We may cancel one or more Bookings if:

16.2.1.1. The reason for the cancellation is in accordance with clauses 2.3, 3.2.2, 4.4.2, 4.5, 5.2, 5.3, 7.4 and 9.5 and where it does, You shall not be entitled to a refund of the Deposit or the Booking Cost.

16.2.1.2. The Holiday Accommodation is listed as "For Sale"; sold; on health and safety grounds; or where We consider it necessary to do so to safeguard Our business interests and goodwill. If so, You shall be entitled to:

16.2.1.2.1. a refund of the Booking Cost where the Booking is cancelled before the start of the Hire Period.

16.2.1.2.2. a proportional refund of the Booking Cost (equivalent to the proportion of the Hire Period used up to the cancellation date) where the Booking is cancelled during the Hire Period.

16.2.2. Neither We nor the Owner is under any obligation to find alternative accommodation for You and/or the Group.

### **16.3. Bookings cancelled by Government Order or Change of Law**

16.3.1. Where the Booking cannot proceed by reason of the need to comply with a Government order or a change of law, You will first be offered the opportunity to reschedule Your booking.

16.3.1.1. If the Booking Cost for the rescheduled booking is more than the original Booking Cost, You will be required to pay the additional difference in respect of the Booking Cost and Booking Fee.

16.3.1.2. If the Booking Cost for the rescheduled booking is less than the original Booking Cost, You will be credited for the difference, either by way of refund or reduction on balance payable, depending on whether or not You have paid the total Booking Cost.

16.3.2. If a rescheduled booking cannot be agreed upon with You, You shall be entitled to a refund of all monies paid either by way of Deposit or total Booking Cost, less the Booking Fee and any sum to which the Owner is entitled to retain for costs already incurred in the performance of the contract, or in line with relevant guidance or law at the time of the cancellation.

16.3.3. Where the Booking cannot continue or needs to be curtailed by the Owner by reason of the need to comply with a Government order or a change of law which comes into effect during the Booking, You shall be entitled to a pro rata refund of the total Booking Cost, less the Booking Fee and any sum which the Owner is entitled to retain for costs already incurred in performance of the contract, or in line with relevant guidance or law at the time.

16.3.4. As Coronavirus (Covid-19) is now recognised as an insurable risk, if You wish to cancel or curtail a Booking because You (or a member of Your Group) have tested positive for Coronavirus (Covid-19), or are required to self-isolate in accordance with the law at the time of the Booking, such cancellations remain subject to clause 16.1. It is therefore recommended that You take out appropriate cancellation insurance prior to making your Booking.

### **16.4. Cancellation dispute**

16.4.1. In the event of a dispute regarding implementing the Cancellation policies and refunds payable, We will endeavour to resolve this on Your behalf with the Owner. We have the authority to settle the dispute on behalf of the Owner if We consider it appropriate to do so in the circumstances including, but not limited to, potential damage to Our business reputation.

## **17. FORCE MAJEURE**

17.1. We shall not be liable to You or any member of the Group under this Agreement if We are prevented from or delayed in performing Our obligations under this Agreement

or from carrying on Our business by events, omissions or accidents beyond Our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving Us or any other party), failure of a utility service or transport network, an act of God or Government, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm, the default of suppliers or subcontractors, or staff illness.

## **18. SEVERANCE**

- 18.1. If any provision of this Agreement (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 this Agreement. The validity and enforceability of the other provisions of this Agreement shall not be affected.
- 18.2. If a provision of this Agreement (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.

## **19. ASSIGNMENT AND VARIATION**

- 19.1. We may at any time assign or transfer all or any of Our rights under these Conditions and may subcontract or delegate in any manner any or all Our obligations under this Agreement to any third party or agent.
- 19.2. You may not assign Your rights or obligations under this Agreement without Our prior written consent.
- 19.3. The Booking Terms and Conditions set out herein supersede all those previously published. The Booking Terms and Conditions may be updated, changed or varied by Us as required.

## **20. RIGHTS OF THIRD PARTIES**

- 20.1. Only We (and Our assignees) and You shall have any rights under these Conditions and a person who is not a party to this Agreement shall not have any rights under or in connection with it.

## **21. NOTICES**

- 21.1. Any notice or other communication required to be given under the Contract or under these Conditions shall be in writing and shall (unless otherwise specified in any specific clause) be sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party to their usual correspondence address marked for the attention of Us or the Owner or as the case may be, You.
- 21.2. Any notice or other communication shall be deemed to have been duly received when left at the address and for Your attention, Ours 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.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1. This Agreement, and any dispute or claim arising out of or in connection with their subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 22.2. 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 their subject matter.