

# HOLTON LODGE HOLIDAY COTTAGES

## CONDITIONS OF HIRE

- 1. YOUR HOLIDAY BOOKING** Subject to availability at time of booking. You must be 18 years of age or over. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business loss however suffered or occurred by you. When we confirm the booking these conditions of hire apply. We have the right to refuse any booking prior to the issue of your written holiday confirmation, and if we do this, we will inform you in writing and promptly refund any money you have paid. When the holiday confirmation is received, the details must be checked carefully and if anything is not correct, you must inform us immediately.
- 2. PAYING FOR YOUR HOLIDAY** When you book your holiday you should pay us the amount due and send it, together with your completed booking form to the address shown on the booking form. We then send you written confirmation showing your holiday details. The balance of your holiday cost must be received no later than 6 weeks before the holiday commences. On any holiday booked less than 6 weeks before the start of the holiday, the full payment is required at the time of booking. For holidays booked less than two weeks before arrival, your holiday must be paid for by cheque or cash at the time of booking. All holidays quoted in our brochure or other advertising, include all booking fees, charges and VAT at 17.5%. Should VAT increase or any Government bodies introduce additional taxes or levies which affect the price of your holiday we reserve the right to pass on any increase.
- 3. CANCELLATIONS OR CHANGES TO YOUR HOLIDAYS BY US** We would not expect to have to make any changes to your holiday arrangements, but if we do have to make alterations we will contact you as soon as possible and inform you of any cancellation or charge. If we have to change something or we have to cancel your original holiday, we will if possible and as soon as possible arrange alternative accommodation of a similar type and standard for the same and similar time of year, and in the same area. (Though we reserve the right to charge you any difference in price if the alternative is advertised at a higher price than the original holiday accommodation). If the change or the alternative accommodation is acceptable, you must inform us as soon as reasonably practicable and in any event within (5) working days of being advised of the change. or proposed alternative accommodation, otherwise we will treat your booking as cancelled and refund any money you have paid to us. We shall not be liable for changes, cancellations or any other effect on your holiday if any change or cancellation we make occurs due to an unusual or unforeseeable circumstances beyond our control the consequences of which we could not have avoided even with all due care.
- 4. BROCHURE DETAILS** We aim to ensure that the information provided is accurately conveyed in the brochure or advertisement. There may be small differences between the actual property and its description as we are always seeking to improve our services and facilities.
- 5. DEATH OR PERSONAL INJURY OR PROPERTY** We shall have no liability to you for the death or personal injury to you or any member of your party, unless it results from our act of omission. You must take all necessary steps to safeguard your personal property and no liability is accepted in respect of damage in, or loss of such property, save as may be caused by our negligence or the negligence of our agents, contractors or employees.
- 6. IF YOU CHANGE OR CANCEL YOUR HOLIDAY** If you want us to cancel

your holiday arrangements once we have issued your holiday confirmation, an administration fee of £25 will be payable to us once any change has been made. However, it is important to realise that we have to treat any requests for change of property or holiday dates as the cancellation of one holiday and the booking of another. In such cases cancellation charges may be incurred. We will advise you if this is the case and you must inform us within 48 hours whether you wish to continue with the original holiday arrangements, or if you still wish to change your booking. If you advise us that you do not wish to continue with your original booking arrangements, or fail to contact us as soon as reasonably practicable and in any event within (5) working days of being advised of the change, we shall treat your booking as being cancelled by you. If you have to cancel your holiday you should write to us at the address shown on our brochure or booking form as soon as the reason for cancellation occurs. The day we receive your written notification of cancellation is the date on which your holiday arrangements are cancelled. A cancellation charge will be payable based on the number of days before the holiday and the date we receive your cancellation as shown in the table below. This means that if you have paid the balance of the holiday cost and then have to cancel, you may receive a refund of part of the holiday cost. However, if you have not paid the total holiday cost you may be required to make a further payment to us. For the purpose of this table, holiday cost means the total cost of your holiday including any extra items.

### **Cancellation Charges**

<b>Number of Days before start of holiday that notification of cancellation is received</b>	<b>Amount Payable</b>
More than 56 days	Full Deposit (including any Balance of Deposit Due)
29 – 56 days	50% of total holiday cost, or Full Deposit (including any balance of Deposit due) whichever is the greatest
15 – 28 days	75% of Holiday Cost
1 –14 days	90% of Holiday Cost
0 days	Total cost of Holiday

In order to ensure speedy receipt and processing of your cancellation, we recommend that your written notification is sent by recorded delivery. If payment relating to the holiday is not paid by the appropriate date we can treat your holiday as cancelled by you and charge you cancellation charges which can be as high as the total cost of your holiday. We normally send out a reminder to you before we cancel

your holiday, although we may charge you £10 for each reminder we send. When you book your holiday you take on the responsibility paying for the holiday in full. If you have to cancel your booking, we can, if requested by you in writing, attempt to re-let your accommodation on your behalf. If successful, we will refund any monies paid by the new hirer (please note, this may not be the brochure price, especially if it is a late booking), less any 'extras' and administration fee. If unsuccessful, all monies paid will be forfeited and the cancellation charges will apply. If successful in re-letting your accommodation, we may set off any refund due to you under this clause against your liability for cancellation charges and administration fee. We will do our utmost to re-sell any cancelled holiday booking, and will give a complete refund (less any administration costs) if we are successful.

7. **YOUR HOLIDAY ACCOMMODATION** You can arrive at your accommodation after 2.00pm on the start of your holiday, and you must leave by 10.00am on the last day. If your arrival is delayed you should advise us, so that alternative arrangements can be made. If you fail to arrive by midday on the day after the start date and you do not advise us of your late arrival, we may treat your booking as cancelled by you. You agree to keep the accommodation clean and tidy, and leave the property in a similar condition. You are responsible to us for the actual costs of any breakage's or damaging to the property – along with any additional costs that may result – which are caused by you or your party, and we require payment from you to cover any such costs. We are entitled to refuse to hand over to you, or repossess, accommodation if we reasonably believe that any damage is likely to be caused by you or your party or can repossess accommodation if damage has been caused. These circumstances will be treated as a cancellation by you. You cannot allow more people than the brochure states to stay in a property. If you do, we can refuse to hand over the property to you, or can repossess the property. Either circumstances will be treated by us as a cancellation by you. There will be occasions where we require access to the property to carry out repairs etc. Wherever possible we will advise you as soon as we are aware of the date and time the access is required. Smoking is not allowed in the cottages. Where we cancel your holiday under this clause you will not be entitled to a refund of monies or compensation.
8. **FORCE MAJEURE** We will not be liable to you where we cannot fulfil our obligations due to circumstances beyond our control, including e.g. riots, war, threat of war, terrorist activity, natural or nuclear disaster, industrial dispute, adverse weather conditions, fire, epidemic or health risk and other factors beyond our control.
9. **BREAKAGE DEPOSIT** We may require a breakage deposit – if we do we will advise you at the time of booking. The deposit must be paid 1 week prior to the start of your holiday (please note, all payments made will be cashed) and will be refunded within 3 weeks of your return provided there is no damage. Any cost of repair or replacement items will be accounted for and deducted from your deposit prior to it being returned. We may deduct from the deposit a cleaning charge where you are in breach of your obligation to keep the property in a clean and tidy condition and in the same condition as at the start of your holiday.
10. **COMPLAINTS** If you are disappointed by your accommodation you should contact us and we will usually be able to deal with any problem. If you are not satisfied, you should, within 7 days of the end of your holiday, put your comments in writing. We recommend that these are sent by recorded delivery so that we can give them attention as quickly as possible.
11. **LAW** The Holiday contract between you and us is subject to English law.
12. **YOUR RIGHTS** Your statutory rights are not affected by anything contained within these Conditions of Hire.

13. **DATA PROTECTION** We may store and use your personal details for future marketing purposes. This would cover sending brochures or details of promotions to you by (email, post, fax or telephone). If you do not wish to receive these, please inform us in writing. Except where expressly permitted by the Data Protection Act 1998, we will only deal with your personal details for the purpose set out above and to provide your holiday to you. We have appropriate security measures in place to protect this information.