

Terms and Conditions – Holiday Rental

These Terms and Conditions are the standard terms which apply to the booking of these Holiday Homes and the provision of Services to any customer, other members of a customer's party, and their guest(s) and their use of those Services, where the customer and such guest(s) are "Consumer(s)" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - "Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer or guest of the Holiday Home who receives Services for his/her personal use and for purposes wholly or mainly outside the purposes of any business;
 - "Holiday Home/We/Us/Our" means the holiday homes and facilities at such holiday homes, together with all employees and agents of the holiday homes;
 - "Rates" means the prices payable for provision of accommodation and other Services (where applicable);
 - "Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
 - "Services" means the provision of accommodation and any and all other facilities, services and items which we offer at the Holiday Homes, including the hire of equipment for leisure and sporting activities;
 - "You/Your" means an individual who is a customer of the Holiday Home who agrees to pay both for him/herself as a paying guest of the Holiday Home and also for members of his/her party and any of his/her guests; and
 - "Website" means www.lockcottageyorkshire.co.uk.
- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and
 - 1.2.2 a clause is a reference to a clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying imparting the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

2. Reservations

- 2.1 Reservations may be made in advance through our Website or any other site we may choose to advertise through from time to time, or directly through us. Should you make your booking through another website, your booking will also be subject to this third party's terms and conditions. A separate contractual relationship will be created between you and this other third party and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by the third party.
- 2.2 Should you approach us directly to make your booking, we will require certain information from you including, but not limited to, your name, address, contact telephone number and email address.
- 2.3 Your request to us to make a reservation for you will be an offer, but whether we accept any such request will be for us to decide at our discretion. Only if and when we tell you that we accept your request for a particular reservation and we give you a booking reference will there be a booking. Only that acceptance of the booking will form a binding contract between you and us for the reservation of the Holiday Home(s).
- 2.4 You may change your reservation at any time prior to arrival (subject to the cancellation provisions set out in clause 4 below). We will use all reasonable endeavours to accommodate any changes requested but give no guarantee that any or all changes can be accommodated.
- 2.5 Instead of making a reservation in advance, you may make a booking when you arrive, and if we have availability of the Holiday Home or other Services that you request at that time, we will accept your request for the booking, but we cannot promise that any particular Holiday Home requested or any particular requested Services will be available.
- 2.6 You may request additional nights at the Holiday Home at any time during your stay. We will use all reasonable endeavours to meet such a request but we cannot guarantee this will be possible. If we can meet any request, we will accept the request as a booking and that booking will then be a binding contract between you and us.

- 2.7 If you have any special requirements pertaining to a disability, you should inform us of these requirements before making your booking. We will discuss the facilities with you at this time to ensure the Holiday Home is suitable for your needs. The booking will only be confirmed if we send a booking reference to you after this time.

3. Fees and Payment

- 3.1 We make details of Rates including, where applicable, promotional Rates and other special offers, available on our Website or on any other site we may choose to advertise through. All Rates shown include VAT where applicable.
- 3.2 When you request a reservation and we quote any Rate(s), the Rate(s) will apply only to the provision of accommodation and the facilities which we include as standard, unless we specifically state otherwise.
- 3.3 Unless we agree a different arrangement with you, you will be required to pay in advance when booking through our Website or a similar site. We charge a non-refundable deposit at the time of booking and then require payment of the full balance 6 weeks prior to the arrival date. In the event you book within 6 weeks of your arrival date then we require payment in full at the time of booking.
- 3.4 We may alter any of our Rates without prior notice but if the Rate of any Service increases between the time when you make a booking and the date when the booked accommodation or other Service is to be provided, any increase in the Rate will not apply to your booking.
- 3.5 Whether these Terms and Conditions require payment upon booking or on check out or at any other time, you must pay in full for any reservation booked and will not be entitled to any refund, except as stated in clause 3.7.
- 3.6 Where clause 4 specifically says that you will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of our breach of these Terms & Conditions or as a Consumer under the Consumer Rights Act 2015 or other consumer protection legislation, we will make a refund to you as set out in clause 4 or as required by such legislation.

4. Cancellations

- 4.1 Should you wish to cancel a reservation after booking then we will refund you the following sums dependant on the notice given prior to check in:
 - 4.1.1 70% of any sums paid (exclusive of your deposit) upon your giving of 5 weeks' notice of cancellation;
 - 4.1.2 60% of any sums paid (exclusive of your deposit) upon your giving of 4 weeks' notice of cancellation;
 - 4.1.3 40% of any sums paid (exclusive of your deposit) upon your giving of 3 weeks' notice of cancellation; or
 - 4.1.4 15% of any sums paid (exclusive of your deposit) upon your giving of 2 weeks' notice of cancellation.
- 4.2 Please note that we will not refund any monies paid in the event you provide us with less than 2 weeks' notice.
- 4.3 We may, at any time before you check in, cancel a reservation booked by you if the required accommodation and/or personnel and/or other resources necessary for the provision of the booking are not available due to any cause outside our reasonable control. If we cancel a reservation in such circumstances, we will offer you alternative accommodation of the same standard or better if it is available. If it is not available or we offer it to you and you decline it, we will refund to you in full any deposit or other advance payment that you have made to us for your reservation.

5. Check-in and Check-out

- 5.1 The earliest check-in time at the Holiday Home is 4pm.
- 5.2 The latest time by which you must vacate the Holiday Home and check-out is 10am. We may beforehand agree at our discretion to an arrangement for a later time for vacating the Holiday Home and/or check-out but if we have not agreed to a later time and you do not vacate the Holiday Home and check out by the above latest time, we will be entitled to charge you for an additional night's accommodation at the standard applicable Rate.

6. Holiday Home Rules

- 6.1 You must conduct yourself in a reasonable and responsible manner at all times when at the Holiday Home and must not act in any way which may disturb other guests. If you do not, we may ask you to vacate the Holiday Home and in that case, you must immediately pay us all sums due.
- 6.2 You may not smoke in the Holiday Home. If you do not comply with this clause 6.2, we may charge you for any and all costs we incur for cleaning the Holiday Home (including, but not limited to,

- fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.
- 6.3 We do not permit the admittance of any animals within the Holiday Home. If you do not comply with this clause 6.3 we may charge you for any and all costs we incur for any damage caused as a result and we reserve the right to charge you additional fees for the duration of your stay.
- 6.4 In the event the rules in this clause 6 are not adhered to we reserve the right to request you vacate the Holiday Home with immediate effect.
- 6.5 Any child under the age of 16 may only stay at the Holiday Home if accompanied by an adult.
- 6.6 We will charge you for any and all damage caused by you to the Holiday Home, any equipment, property and the surrounding areas during your stay.
- 6.7 All of the above rules will also apply to members of your party and your guests, and you shall be responsible for any breach of the above rules by any of them.

7. Limitation of Liability

- 7.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.
- 7.2 Whilst we provide suitable security measures for the Holiday Home and any car parking areas at the site, we do not guarantee that other guests or members of the general public will not steal or damage your vehicle or property and/or engage in criminal activity, and accordingly, when you park or leave your property at the Holiday Home, you accept the risk of theft or damage of or to your vehicle and property if it is caused by any person other than our staff or contractors.
- 7.3 We provide all Services only for your personal and private use/purposes. We make no warranty or representation that the Services or equipment or materials that we provide are fit for commercial, business, industrial, trade or professional purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 7.4 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 7.5 Further, if you are a Consumer as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under:
- 7.5.1 the Consumer Rights Act 2015;
 - 7.5.2 the Regulations;
 - 7.5.3 the Consumer Protection Act 1987; or
 - 7.5.4 any other consumer protection legislation;
- as that legislation is amended from time to time. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

8. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

9. How We Use Your Personal Information (Data Protection)

- 9.1 In so far as the Services involve us in collecting, using, or holding or otherwise processing any data obtained from you which is personal data (including, but not limited to, your name and address), we shall only do so with your express consent and in accordance with any lawful instructions reasonably given by you from time to time, and the provisions of the Data Protection Act 1998 and your rights under that Act and these Terms and Conditions.
- 9.2 We may use your personal information as follows:
- 9.2.1 to provide our Services to you;
 - 9.2.2 to process your payment for the Services;
 - 9.2.3 in certain circumstances (if, for example, you wish to pay for the Services on credit), and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by

- the Data Protection Act 1998 and should use and hold your personal information accordingly; and
- 9.2.4 we will not pass on your personal information to any other third parties without first obtaining your express permission.

10. Regulations

We are required by the Regulations to ensure that certain information is given or made available to you as a Consumer before we make our contract with you (i.e. before we accept your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for you now, or we will make it available to you before we accept your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of our contract with you as a Consumer.

11. Information

As required by the Regulations, all of the information described in clause 10 and any other information which we give to you about any Services or the Holiday Home, which you take into account when deciding to make a booking or when making any other decision about the Services, will be part of the terms of our contract with you as a Consumer.

12. Complaints

We always welcome feedback from our guests and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any other complaint about the Holiday Home or any of our staff, please raise the matter with us in the first instance by emailing us at stay@lockcottageyorkshire.co.uk.

13. No Waiver

No failure or delay by us or you in exercising any rights under these Terms and Conditions means that we or you have waived that right, and no waiver by us or you of a breach of any provision of these Terms and Conditions means that we or you will waive any subsequent breach of the same or any other provision.

14. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

15. Law and Jurisdiction

- 15.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and
- 15.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.