



## Booking Terms and Conditions

(**"the Agreement"**)

### RECITALS

- A. Herdwick Cottages Ltd is the legal name of the business who is acting as an agent **"the Agent"** for the Owner in accepting and administering bookings of holiday accommodation on its behalf in accordance with this Agreement.
- B. Herdwick Cottages and Fells & Dales Cottages and Tartan Cottages are all trading names of Herdwick Cottages Ltd.
- C. The Hirer is 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 the Hirer to make the Booking on the basis of this Agreement.
- D. As the Agent for the Owner, by entering into this Agreement, the Hirer is entering directly into a contractual Agreement with the Owner, which is administered by the Agent.
- E. These terms apply to all Bookings made on or after the 1st January 2021. For booking made between the 1st July 2020 and 31st December 2020, please [click here](#).
- F. For booking made before 1st July 2020, 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 the Hirer;
  - 1.1.2. **"Booking"** means the acceptance of the Booking Enquiry by the Company;
  - 1.1.3. **"Booking Fee"** means the total price payable to hire the Holiday Accommodation (excluding any Security Deposit);
  - 1.1.4. **"Deposit"** means any initial sum required to confirm the booking;
  - 1.1.5. **"Final Payment Date"** means the date by which the balance of the Booking Fee must be paid (no later than 60 days prior to the first day of the Hire Period)
  - 1.1.6. **"Hirer"** means the person who makes a Booking;
  - 1.1.7. **"Hire Period"** means the period during which the Hirer and/or the Group will occupy the Holiday Accommodation;

- 1.1.8. **“Holiday Accommodation”** means the holiday accommodation, consisting of the dwelling, any garden, all fixtures, fittings, contents and equipment;
  - 1.1.9. **“Owner”** means the owner of the Holiday Accommodation;
  - 1.1.10. **“Group”** means the individuals that will occupy the Holiday Accommodation;
  - 1.1.11. **“Security Deposit”** means a deposit to be paid (if applicable) in accordance with clause 8;
  - 1.1.12. **“Website”** means [www.herdwickcottages.co.uk](http://www.herdwickcottages.co.uk) or [www.fellsanddalescottages.co.uk](http://www.fellsanddalescottages.co.uk) or [www.tartancottages.co.uk](http://www.tartancottages.co.uk)
- 1.2. Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the clauses to which they relate.
  - 1.3. All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter/singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties.
  - 1.4. In 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. A Hirer may contact the Agent either by email or telephone to make a Booking Enquiry. The Hirer will be required to provide the Agent with the following information:-
  - 2.1.1. the name of the Holiday Accommodation they would like to hire;
  - 2.1.2. the dates on which they would like to hire the Holiday Accommodation;
  - 2.1.3. their name, address, telephone number and email address;
  - 2.1.4. confirmation that they are aged 18 years or over;
  - 2.1.5. the number of individuals in the Group; and
  - 2.1.6. whether there are to be any pets accompanying the Group and if so, how many.
- 2.2. A Hirer 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. The Hirer warrants 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 by reason of this affects their ability to occupy the Holiday Accommodation, the Booking and Hire period shall be cancelled with immediate effect and the Hirer (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason.
- 2.4. Once the Hirer has made the Booking Enquiry the Agent shall check the availability of the chosen Holiday Accommodation. Although the Agent may confirm that the Holiday Accommodation is available to hire, the Booking shall not be binding until the Agent confirms the Booking to the hirer by email, **and** the Hirer has paid the Deposit to the Agent.
- 2.5. The email confirmation will show the Booking details, the Booking Fee, the amount of any Deposit and whether a Security Deposit is payable. As soon as the Hirer receives this confirmation, it must check the details carefully and if anything is not correct, it should inform the Agent immediately.

- 2.6. The Hirer should pay the Deposit (or full Booking fee if required) immediately upon receiving the confirmation. The Agent will reserve the Holiday Accommodation for 24 Hours from the time of the confirmation email to allow the Hirer to pay the Deposit (or full Booking fee 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. The Agent has the right to refuse any booking before it sends written confirmation out to a Hirer. If the Agent wishes to do this, it will inform the Hirer in writing and promptly refund any money paid to it. In this case, neither the Agent nor the Owner will have any legal responsibility to the Hirer.

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

- 3.1. The number of persons occupying the Holiday Accommodation must not exceed the number provided by the Hirer at the time of making the Booking (unless the Hirer has notified the Agent of the increase at least 14 days before the start of the Hire Period and the Agent has agreed to the increase, and if applicable, the Hirer has 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. the Hirer 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, the Agent and/or the Owner may enter the Holiday Accommodation and require the Hirer and/or the Group to vacate the Holiday Accommodation. If the Agent takes this step the Booking and Hire period shall be cancelled with immediate effect and the Hirer (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. The Hirer and/or Group must not allow any pets in the Holiday Accommodation unless this has been agreed with the Agent at the time of making the Booking or at least 14 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 (including any garden) 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. the Hirer must clear up any fouling on gardens or grounds without delay.
- 4.3. If a garden is described as "enclosed" it does not mean that it is 'escape-proof' for pets.
- 4.4. If the Hirer or anybody within the Group brings a pet with them without having agreed with the Agent at the time of making the Booking or at least 14 days before the start of the Hire Period then: -

- 4.4.1. the Hirer will be required to pay an additional sum; or
- 4.4.2. the Agent and/ the Owner may enter the Holiday Accommodation and require the Hirer and/or the Group occupying the Holiday Accommodation to vacate the Holiday Accommodation. If the Agent or the Owner takes this step the Booking and Hire Period shall be cancelled with immediate effect and the Hirer (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 the Hirer 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 15.2.

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

- 5.1. The Hirer and all members of the Group 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 to this with the Agent.
- 5.2. The Agent and/or the Owner can refuse to allow the Hirer and/or Group into the Holiday Accommodation or ask them to leave if it reasonably believes that the Hirer or any member of the Group (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 Agent and/or the Owner takes this step, the Booking and Hire Period shall be cancelled with immediate effect and the Hirer (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. The Hirer and/or Group must not hold events (such as parties, celebrations or meetings) at the Holiday Accommodation without agreeing to this in advance with the Agent. If they do, the Agent and/or the Owner can refuse to allow the Hirer and/or Group into the Holiday Accommodation or ask the Hirer and/or Group to leave. If the Agent or the Owner takes this step, the Booking and Hire Period shall be cancelled with immediate effect. In such circumstances, the Hirer and/or Group will not receive a refund of any monies paid for the Booking and neither the Agent and/or the Owner will not be legally responsible or liable in any way to the Hirer and/or the Group.
- 5.4. The Hirer and/or Group must allow the Agent and/or the 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 Group, the Agent and/or the Owner and/or its agents or representatives may enter the Holiday Accommodation at any time without giving prior notice to the Hirer and/or the Group.

## **6. DEPARTURE**

- 6.1. On departing the Holiday Accommodation, the Hirer and/or Group shall ensure that this is left clean and tidy and in a similar condition to when they arrived.

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

- 7.1. The Hirer may be asked to check an inventory of the Holiday Accommodation and its contents on arrival. If it discovers that anything is missing or damaged it should notify the Company immediately.
- 7.2. The Hirer will be responsible, and account to reimburse the Agent or the Owner directly for all damage, breakages or loss caused by it and/or the Group or their pets to the Holiday Accommodation.

- 7.3. Where any breakages, damage or loss occurs the Hirer should report the same either to the Agent or the Owner (as advised at the outset by the Agent) as soon as reasonably practicable and where possible before the end of the Hire Period.
- 7.4. If during the Hire Period the Agent and/or the Owner is concerned about the extent of any damage or breakages then it has the right to enter the Holiday Accommodation and require the Hirer and all those within the Group to vacate the Holiday Accommodation. If the Agent or the Owner does take this step then the Booking and Hire Period shall be cancelled with immediate effect and the Hirer (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. In some cases, the Agent may require a Hirer to pay a Security Deposit. If this applies to a Booking the Agent will notify the Hirer of the amount of the Security Deposit and when this is payable, and it will be shown on the Booking confirmation.
- 8.2. The Agent shall be entitled to use, or pass to the Owner, the Security Deposit: -
  - 8.2.1. if during the Hire Period there are any breakages or damage to the Holiday Accommodation or any items otherwise need replacing or;
  - 8.2.2. if after the Hirer has vacated the Holiday Accommodation this requires cleaning beyond what would be reasonably expected;
  - 8.2.3. If after deducting these costs any part of the Security Deposit remains this shall be returned to the Hirer.
  - 8.2.4. if the cost of repairs or replacement exceeds the Security Deposit amount, the Hirer agrees to reimburse the Agent or the Owner directly for any excess amount to the total invoice value for the repair or replacement.
- 8.3. If the Agent receives no notification from the Holiday Accommodation Owner of an intention to make a deduction from the Security Deposit within the 7 days following the end of the Hire Period, the Agent shall refund the Security Deposit to the Hirer in full.

## **9. PRICING AND PAYMENT**

- 9.1. On making a Booking the Hirer 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, the Hirer 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, the Hirer must pay the total Booking Fee at the time of the Booking Enquiry and, if applicable, a Security Deposit.
- 9.2. All payments will be accepted and administered by the Agent on behalf of the Owner.
- 9.3. Payment can be made by debit card, credit card or bank transfer. We do not accept cheques.
- 9.4. The Hirer must have paid the Booking Fee in full no later than 60 days before the first day of the Hire Period (the "Final Payment Date"). If the Agent does not receive the Booking Fee (or balance where a Deposit has been paid) by the Final Payment Date then it may cancel the Booking.
- 9.5. If the Booking is cancelled the Agent shall retain the Deposit subject to the provisions of clause 15.2.

## 10. THE ACCOMMODATION

### 10.1. Description

- 10.1.1. The Agent makes every effort to ensure that the description of the Holiday Accommodation (as it appears on its Website) is accurate and up to date. The Agent 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 the Agent will notify the Hirer as soon as the Agent becomes aware of them. In such circumstances, the Agent may also cancel any Booking in accordance with clause 15.2 below if it considers 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, the Agent will inform the Hirer as soon as reasonably practicable after it becomes aware of the situation.
- 10.1.5. The Agent cannot accept responsibility for any changes or closures to local services or attractions mentioned in any brochures or on the Website or elsewhere.
- 10.1.6. The Agent cannot accept responsibility for any inaccurate, incomplete or misleading information about any Holiday Accommodation or its facilities or services unless this was caused by its own negligence.

### 10.2. Maintenance

- 10.2.1. Grass cutting, gardening, window cleaning and maintenance works etc may from time to time be carried out during the Hire Period. The Agent and the Owner will try to ensure that such works are carried out with the least disruption to the Hirer 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 cottages especially in the wettest periods (e.g. winter and early spring). Please note also that old properties may have uneven floors.

### 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 to be safe for human consumption, but it is recommended that the Hirer boils water before drinking it or uses bottled water.

### 10.5. Cots and High Chairs

- 10.5.1. Not all Holiday Accommodation will have a cot and high chair available to use during the Hire Period. The Hirer should check the availability, and where available, request them during the online booking process. Alternatively, inform the Agent if it will require a cot and /or high chair when making the Booking. The Agent 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. Towels will be provided as standard at the Holiday Accommodation (unless the Agent has notified the Hirer otherwise in advance of the Hire Period).

10.7. Timing of Arrival and Departure

10.7.1. The Agent shall notify the Hirer before the Hire Period commences of the arrival and departure times.

10.8. Basis of Occupation

10.8.1. The Holiday Accommodation is let to the Hirer 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. COMPLAINTS AND CONTACTING THE AGENT

11.1. If the Hirer wishes to make a complaint about anything connected with its hire of the Holiday Accommodation it should contact the Agent in the first instance as soon as reasonably possible during the hours detailed in clause 11.4, unless clause 11.5 applies.

11.2. The Agent will then either pass the complaint on to the Owner to deal with or it may consider the complaint and act to resolve this itself as soon as reasonably practicable.

11.3. If the Hirer does not make a complaint promptly where it is possible to do so, the complaint may not be considered by the Agent.

11.4. The Agent can be contacted between the hours of 9.00am and 6.00pm, 7 days per week except on Christmas Day.

11.5. Some Holiday Accommodation Owners will provide their direct contact number to call should you require assistance. The Hirer and/or Group should use this contact number in the first instance, calling the Agent only if contact cannot be made with the Owner.

## 12. LIMITATION OF LIABILITY

12.1. This clause sets out the entire financial liability of the Agent (including any liability for the acts or omissions of its employees) to the Hirer in respect of:

12.1.1. any breach of its obligations under this Agreement;

12.1.2. the hire of the Holiday Accommodation; and

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

12.2. 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.

12.3. Nothing in this Agreement limits or excludes the liability of the Agent:

12.3.1. for death or personal injury resulting from the negligence of the Agent; or

- 12.3.2. for any damage or liability sustained by the Hirer and/or Group as a result of fraud or fraudulent misrepresentation by the Agent.
- 12.4. Unless stated otherwise in this Agreement, the Agent does not have any control over the Holiday Accommodation or the Owner.
- 12.5. The Agent shall not be legally responsible either jointly or individually to the Hirer or Group if it is prevented from carrying out its responsibilities as a result of events beyond its control (which means any event where the Agent could not, even with all due care, expect or avoid) for :-
  - 12.5.1. any injury;
  - 12.5.2. any sickness;
  - 12.5.3. any loss;
  - 12.5.4. any damage;
  - 12.5.5. any additional expense;
  - 12.5.6. any damages for inconvenience caused directly or indirectly by or arising out of the use or condition of the Holiday Accommodation. For the avoidance of doubt, the Agent shall not be legally responsible (to the extent detailed in clause 12.5) for events which occur and/or which are reported to it during the hours of 6.00pm and 9.00am or on Christmas Day.
- 12.6. The Agent shall not be liable for any acts or omissions of the Owner or its representatives.
- 12.7. The Agent shall not be liable for any damage or loss caused to any belongings of the Hirer or the Group during the Hire Period.
- 12.8. Neither the Agent nor the Owner will be liable for noise or disturbance which comes from beyond the boundaries of the Holiday Accommodation or which is beyond their control.
- 12.9. The Agent'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 Booking Fee.

### **13. DATA PROTECTION**

- 13.1. To process a Booking the Agent will need to collect and process personal information relating to the Hirer and/or members of the Group. The Agent will ensure that it acts in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (or other applicable Data Protection Laws) at all times.
- 13.2. 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.
- 13.3. We use a company called Reviews.io to collect and administer reviews from the Hirer. 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. 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.
- 13.4. The Agent will also pass on the personal data of the Hirer and the Group to the Owner.



## 14. CHANGING A BOOKING

- 14.1. If a Hirer wishes to change any detail of a Booking it should contact the Agent to make a request. The Agent cannot guarantee that the request will be granted.
- 14.2. Where a change to a Booking is granted, there will be an administrative charge of £25.00 which shall be payable to the Agent. The Hirer may also have to pay any costs incurred in accommodating the change. The Agent will let the Hirer know what these costs will be before confirming the change.
- 14.3. Any change to dates of accommodation may be treated as a cancellation of the original Booking and cancellation charges may be payable in accordance with clause 15.1 below.

## 15. CANCELLATION

### 15.1. Bookings cancelled by the Hirer

- 15.1.1. Clause 15.1 applies in all cases save where clause 15.3 applies.
- 15.1.2. The Hirer is strongly advised to take out suitable holiday insurance in case it has to cancel the Booking.
- 15.1.3. If the Hirer wishes to cancel the Booking, then the Hirer shall notify the Agent as soon as possible in writing. On receipt of the notice, the Agent will notify the Owner as soon as reasonably practicable and advertise the Holiday Accommodation as available to let on its Website.
- 15.1.4. If the Agent or the Owner is able to make a new Booking for the Holiday Accommodation before the start of the Hire Period, then the refund policy is as follows: -
  - 15.1.4.1. If the Hirer cancels after it has paid the total Booking Fee, and the Agent is able to let the Holiday Accommodation for the same Booking Fee or a greater than the Booking Fee paid, then the Hirer shall be entitled to a full refund of all monies paid less any administration fee charged in accordance with clause 15.1.6;
  - 15.1.4.2. If the Hirer cancels after it has paid the total Booking Fee, and the Agent is able to let the Holiday Accommodation at a lower price than the Booking Fee paid, then the Hirer shall be entitled to a refund (equivalent to the Booking Fee paid for the new booking), less any administration fee charged in accordance with clause 15.1.6;
  - 15.1.4.3. If the Hirer cancels having only paid the Deposit, and the Agent is able to let the Holiday Accommodation for the same Booking Fee or a greater Booking Fee that the Hirer would have paid, then the Hirer shall be entitled to a refund of the Deposit less any administration fee charged in accordance with clause 15.1.6;
  - 15.1.4.4. If the Hirer cancels having only paid the Deposit and the Agent is able to let the Holiday Accommodation at a lower price than the Booking Fee that the Guest would have paid, then the Hirer may be entitled to a refund of part of the Deposit based on the following calculation:-
    - 15.1.4.4.1. A = Deposit paid by original Hirer.  
B = Total Booking Fee payable by original Hirer.  
C = New Total Booking Fee price paid/payable by new Hirer.  
D = B minus C  
E = A minus D

- 15.1.4.4.2. If A is greater than D, the Hirer is entitled to refund sum E, less any administration fee charged in accordance with clause 15.1.6.
- 15.1.4.4.3. If A is less than D, the Hirer is not entitled to a refund of their Deposit.
- 15.1.5. If the Agent is unable able to let the Holiday Accommodation or no Owner Booking is made, the Agent will:-
  - 15.1.5.1. Retain the Deposit if cancellation is more than 60 days before the start of the Hire Period.
  - 15.1.5.2. Retain the total Booking Fee paid by the Guest, if cancellation is less than 60 days before the start of the Booking.
- 15.1.6. The Agent may, at its discretion, charge the Hirer an administration fee of up to £45.00 to cover the cost of administering the Booking Cancellation.

## **15.2. Bookings cancelled by the Agent**

- 15.2.1. The Agent may cancel one or more Bookings if:
  - 15.2.1.1. 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, the Hirer shall not be entitled to a refund of the Deposit or the Booking Fee.
  - 15.2.1.2. The Holiday Accommodation is sold, on health and safety grounds or where it considers it necessary to do so to safeguard its business interests and goodwill. If so, the Hirer shall be entitled to:
    - 15.2.1.2.1. a refund of the Booking Fee in full where the Booking is cancelled before the start of the Hire Period.
    - 15.2.1.2.2. a proportional refund of the Booking Fee (equivalent to the proportion of the Hire Period used up to the cancellation date) where the Booking is cancelled during the Hire Period.
- 15.2.2. Neither the Agent or the Owner is under any obligation to find alternative accommodation for the Hirer and/or Group.

## **15.3. Bookings cancelled by Government Order, Change of Law, or by Government Direction or Advice**

- 15.3.1. Where the Booking cannot proceed by reason of the need to comply with **Government order or a change of law**, the Hirer will firstly be offered the opportunity to reschedule their booking.
  - 15.3.1.1. If the Total Booking Fee for the rescheduled booking is more than the original Booking Fee, the Hirer will be required to pay the additional difference.
  - 15.3.1.2. If the Booking Fee for the rescheduled booking is less than the original Booking Fee, the Hirer will be credited for the difference, either by way of refund or reduction on balance payable, depending on whether or not they have paid the total Booking Fee.
- 15.3.2. If a rescheduled booking cannot be agreed with the Hirer, the Hirer shall be entitled to a refund of all monies paid either by way of Deposit or total Booking Fee, less 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 of the cancellation.

- 15.3.3. While refunds for following **Government Direction or Advice** are not legally required, we believe it is in the best interests of all parties to allow the Hirer to reschedule their booking subject to clause 15.3.1 or provide a refund subject to clause 15.3.2. However, this will be subject to the Hirer complying with any reasonable request from the Agent to provide evidence that to continue with the Booking would be acting against Government Direction or Advice. This may include (but is not limited to) providing medical evidence or proof. If the Hirer does not comply, the Hirer reserves the right to treat the cancellation as having been made under clause 15.1.
- 15.3.4. Clause 15.3.3 does not apply if the Hirer has deliberately or recklessly misled the Agent when making the Booking about circumstances which might affect their ability to occupy the Holiday Accommodation. This may include (but is not limited to) indicating that they, or members of their Group are not subject to restrictions which would mean that they would be acting against Government direction or advice. Such cancellations remain subject to clause 15.1.
- 15.3.5. For the avoidance of doubt, any Government directions or advice relating to the weather (for example, but not limited to, weather warnings) are excluded from this clause 15.3 and any cancellations by the Hirer on the grounds of such advice remain subject to clause 15.1.

#### **15.4. Cancellation dispute**

- 15.4.1. In the event of a dispute regarding the implementation of the Cancellation policies and refunds payable, the Agent will endeavour to resolve this on behalf of the Owner with the Hirer. The Agent has the authority to settle the dispute on behalf of the Owner if the Agent considers that it appropriate to do so in the circumstances including, but not limited to, potential damage to the Agent's business reputation.

### **16. FORCE MAJEURE**

- 16.1. The Agent shall not be liable to the Hirer or any member of the Group under this Agreement if it is prevented from, or delayed in performing its obligations under this Agreement or from carrying on its business by events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Agent 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, default of suppliers or subcontractors or staff illness.

### **17. SEVERANCE**

- 17.1. 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, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 17.2. 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.

### **18. ASSIGNMENT AND VARIATION**

- 18.1. The Agent 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 its obligations under this Agreement to any third party or agent.

- 18.2. The Hirer may not assign its rights or obligations under this Agreement without the Agents prior written consent.
- 18.3. The Booking Fees and Conditions set out herein supersede all those previously published. The Booking Fees and Conditions may be updated, changed or varied by the Agent.

## **19. RIGHTS OF THIRD PARTIES**

- 19.1. Only the Agent (and its assignees) and the Hirer 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.

## **20. NOTICES**

- 20.1. 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 the Agent or the Owner or as the case may be, the Hirer.
- 20.2. 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 Agent 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.

## **21. GOVERNING LAW AND JURISDICTION**

- 21.1. 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.
- 21.2. 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.