



Booking Terms and Conditions

("the Agreement")

Contents

RECITALS	2
1. INTERPRETATION	2
2. MAKING A BOOKING	3
3. NUMBERS IN GROUP.....	4
4. PETS.....	5
5. USE OF HOLIDAY ACCOMMODATION	5
6. DEPARTURE	6
7. DAMAGE, BREAKAGES AND LOSS	6
8. REFUNDABLE "SECURITY" DEPOSIT	7
9. PRICING AND PAYMENT	7
10. THE ACCOMMODATION.....	8
11. ELECTRIC VEHICLE CHARGING.....	10
12. COMPLAINTS AND CONTACTING US.....	10
13. LIMITATION OF LIABILITY	11
14. DATA PROTECTION.....	12
15. CHANGING A BOOKING.....	12
16. CANCELLATION.....	12
17. FORCE MAJEURE	15
18. SEVERANCE	15
19. ASSIGNMENT AND VARIATION	15
20. RIGHTS OF THIRD PARTIES	15
21. NOTICES	16
22. GOVERNING LAW AND JURISDICTION	16

RECITALS

- A. Herdwick Cottages Ltd is the legal name of the business acting as agent (“**We, Us, Our**”) for the Owner in accepting and administering bookings for the Holiday Accommodation on the Owner’s behalf under this Agreement.
- B. Herdwick Cottages and Fells & Dales Cottages are both trading names of Herdwick Cottages Ltd.
- C. Our registered business address is: Herdwick House, 53a-53b Highgate, Kendal, LA9 4ED.
- D. You are entering into this Agreement on behalf of all members of the Group (including anyone added or replaced later), and they authorise You to make the Booking on the basis of this Agreement.
- E. As agent for the Owner, when You enter into this Agreement, You are entering into a contract directly with the Owner, which We administer on the Owner’s behalf.
- F. **These terms apply to all Bookings made on or after 16 May 2026.** For bookings made before 16 May 2026, please [click here](#).

1. INTERPRETATION

- 1.1. In this Agreement, the following words have the meanings set out below:
 - 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**” means the website(s) or telephone service(s) through which You can 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 or www.fellsanddalescottages.co.uk.
- 1.2. Headings in this Agreement are for ease of reference only and do not affect its meaning.
- 1.3. If more than one person or entity is bound by this Agreement, each of them is responsible both together and individually. References to one gender include all genders; singular includes plural; and references to a party also include their successors in title, where relevant.
- 1.4. Unless the context requires otherwise, references in this Agreement to clauses, schedules and subdivisions are to the clauses, schedules and subdivisions of this Agreement.

2. MAKING A BOOKING

- 2.1. Provisional bookings
 - 2.1.1. When you make a booking enquiry (by phone, email, or online), the property will be held for you on a provisional basis only. A provisional booking does not guarantee availability until it is confirmed.
- 2.2. Information required
 - 2.2.1. To make a booking enquiry, you must provide:
 - 2.2.1.1. Property name and requested dates
 - 2.2.1.2. Your full name, address, telephone number and email
 - 2.2.1.3. Confirmation that you are aged 18 or over
 - 2.2.1.4. Number of adults, children, and infants in your group
 - 2.2.1.5. Details of any pets
 - 2.2.1.6. You must ensure all information provided is accurate.
- 2.3. If incorrect or misleading information is provided and this affects your stay:
 - 2.3.1. Your booking may be cancelled immediately
 - 2.3.2. No refund or compensation will be given
- 2.4. When your booking is confirmed
 - 2.4.1. Your booking is only confirmed when:
 - 2.4.1.1. We send you written confirmation by email, and

- 2.4.1.2. We receive your payment (either the deposit or full booking cost, depending on how far in advance the booking is made)
 - 2.4.2. Until both steps are completed, your booking remains provisional and the property is not secured.
- 2.5. Payment and holding period
 - 2.5.1. After sending your confirmation email, we will hold the property for 2 hours.
 - 2.5.2. During this time, you must make the required payment.
 - 2.5.3. If payment is not received within this period:
 - 2.5.3.1. The provisional booking may be cancelled
 - 2.5.3.2. The property may be made available to other guests
- 2.6. Checking your details
 - 2.6.1. You must check your booking confirmation carefully.
 - 2.6.2. If anything is incorrect, you must inform us immediately.
- 2.7. No cooling-off period
 - 2.7.1. Holiday accommodation booked for specific dates is exempt from the 14-day cancellation period under consumer law.
 - 2.7.2. Once your booking is confirmed, it is legally binding and subject to the cancellation terms set out in clause 16.
- 2.8. Refusal of bookings
 - 2.8.1. We reserve the right to refuse any booking before it is confirmed. If we do:
 - 2.8.1.1. We will notify you in writing
 - 2.8.1.2. Any payment made will be refunded in full.

3. NUMBERS IN GROUP

- 3.1. The number of people staying in the Holiday Accommodation must not exceed the number You gave when making the Booking, unless You tell Us at least 14 days before the start of the Hire Period, We agree to the increase, and You pay any additional fee required for the maximum occupancy 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 of the Holiday Accommodation is exceeded, the additional people will not be allowed to stay. If they continue to do so, We and/or the Owner may enter the Holiday Accommodation and require You and/or the Group to leave. If We take this step, the Booking and Hire Period

will end immediately, and neither You nor anyone in the Group will be entitled to a refund or compensation because the stay ended 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 to leave. If We or the Owner take this step, the Booking and Hire Period will end immediately, and neither You nor anyone in the Group will be entitled to a refund or compensation because the stay ended 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 commercial purpose, not to sublet it, and not to allow anyone else to stay there unless this has been agreed with Us.
- 5.2. We and/or the Owner may 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, any member of the Group, or any visitor You have invited is behaving or has behaved illegally or anti-socially, 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 will end immediately, and neither You nor anyone in the Group will be entitled to a refund or compensation because the stay ended early.

- 5.3. You and/or the Group must not hold events (such as parties, celebrations or meetings) at the Holiday Accommodation unless We have agreed to this in advance. If You do, We and/or the Owner may refuse to allow You and/or the Group into the Holiday Accommodation or ask You to leave. If We or the Owner take this step, the Booking and Hire Period will end immediately. In those circumstances, You and/or the Group will not receive a refund of any money paid for the Booking, and neither We nor the Owner will be legally responsible to You and/or the Group in any way.
- 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 must sign out of any streaming services You have logged into on any internet-enabled TVs. Neither We nor the Owner will be liable for any unauthorised use of Your streaming account if You fail to log out.

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 or the Owner directly immediately, providing evidence of such, such as photos, wherever possible.
- 7.2. You are responsible for reimbursing Us or the Owner directly for all proven damage, breakages or loss caused by You, the Group or any pets at 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 directly as soon as reasonably practicable and, where possible, before the end of the Hire Period.
- 7.5. Where the Holiday Accommodation uses physical keys, the door keys must not be taken away from the property. You and/or the Group agree to return the keys to the key lockbox whenever leaving the property for a short period and on departure. If You or a member of the Group loses the keys, whether accidentally or otherwise, and We or the Owner have to attend the property with spare keys, You agree to pay Us or the

Owner directly before departure a fixed call-out fee of £50.00 + VAT, plus the cost of replacing the lost keys or, if replacement keys are not possible, the lock.

- 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 is more than the Security Deposit, or if no Security Deposit has been paid, You agree to reimburse Us or the Owner directly within 7 calendar days after leaving the Holiday Accommodation for the full invoice value of 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 Club or American Express 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 on Our Website is accurate and up to date. We will not be liable for any differences between the Holiday Accommodation and its description on the Website, or for any changes made 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 older property, it may be more prone to damp patches during wet or humid weather and to condensation on walls.

These issues can often be reduced by ventilating the property. As a general guide, older people, young children, or anyone sensitive to humidity or damp should take extra care when choosing this type of Holiday Accommodation, especially during wetter times of year such as winter and early spring. Please also note that older properties may have uneven floors and/or non-standard stairs.

10.4. Private Water Supply

10.4.1. Some Holiday Accommodation may have a private water supply. Where this applies, the supply is filtered and tested by either the Owner's appointed service provider or the local authority and is intended to be safe for human consumption, but We recommend that You boil the 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. You confirm that You and the Group are booking the Holiday Accommodation for a genuine holiday only, and not as a main or principal home.

10.8.2. You further confirm that You and all members of the Group have a permanent residential address elsewhere, which will remain Your main residence for the duration of the Hire Period. It is not intended to create an assured tenancy or any other tenancy giving security of tenure, and You and the Group must leave at the end of the Hire Period unless We agree otherwise in writing.

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 must not be used at the Holiday Accommodation, as they are not suitable for use there and may create a fire hazard. Their use 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 want to make a complaint about anything connected with Your hire of the Holiday Accommodation, You should contact Us as soon as reasonably possible during the hours set out 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 full financial liability to You (including any liability for the acts or omissions of Our employees) 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 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 will not be legally responsible to You or the Group if We are prevented from carrying out Our responsibilities because of events beyond Our control (meaning an event We could not reasonably foresee or avoid, even with due care) 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 will not be liable for any loss of or damage to Your belongings or those of the Group during the Hire Period.
- 13.8. Neither We nor the Owner will be liable for any noise or disturbance coming from outside the boundaries of the Holiday Accommodation, or for anything otherwise beyond Our or the Owner's 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 need to collect and use personal information about You and/or members of the Group. We will do so in accordance with the Data Protection Act 2018, the General Data Protection Regulation, and any other applicable data protection laws.
- 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, You must notify Us in writing. Once We receive Your cancellation notice, We will treat the Booking as cancelled, notify the Owner as soon as reasonably practicable, and advertise the Holiday Accommodation as available to let on Our Website.
- 16.1.4. Once We receive and process Your written cancellation notice, the cancellation is final. A cancelled Booking cannot be reinstated, restored, reactivated or transferred back to You, even if the Holiday Accommodation has not been re-let.

16.1.5. 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: -

16.1.5.1. 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 16.1.7;

16.1.5.2. 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 16.1.7;

16.1.5.3. 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 16.1.7;

16.1.5.4. 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:-

16.1.5.4.1. 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

16.1.5.4.2. If A is greater than D, You are entitled to refund sum E, less any administration fee charged in accordance with clause 16.1.7.

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

16.1.6. If We are unable to re-let the Holiday Accommodation before the start of the Hire Period, or if no replacement booking is secured, We will apply the following cancellation charges:

16.1.6.1. If You cancel more than 60 days before the start of the Hire Period, We will retain the Deposit.

16.1.6.2. If You cancel 60 days or less before the start of the Hire Period, We will retain the total Booking Cost.

16.1.7. We will always retain the Booking Fee to cover the cost of administering the Booking and any 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 will 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 carrying on Our business because of events, omissions or accidents beyond Our reasonable control. This includes, without limitation, strikes, lock-outs or other industrial disputes (whether involving Us or any other party), failure of a utility service or transport network, acts of God or Government, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm, supplier or subcontractor default, or staff illness.

18. SEVERANCE

- 18.1. If any provision of this Agreement (or part of a provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be treated as not forming part of this Agreement. The validity and enforceability of the rest of this Agreement will 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. Except as set out in clause 20.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 20.2. The Owner of the Holiday Accommodation shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement which relates to:

- 20.2.1. damage, breakages, or loss caused to the Holiday Accommodation or its contents;
 - 20.2.2. additional cleaning costs;
 - 20.2.3. any breach of the terms governing the use of the Holiday Accommodation; and
 - 20.2.4. any other loss or cost incurred as a result of the acts or omissions of You or any member of the Group.
- 20.3. This right includes (but is not limited to) the Owner's right to pursue You directly for any losses, damages or costs arising from a breach of this Agreement.
- 20.4. The rights of the Owner under this clause are in addition to any rights exercised by Us under this Agreement.

21. NOTICES

- 21.1. Any notice or other communication required under this Agreement must be in writing. Notices may be sent by email, pre-paid first-class post, or recorded delivery, or commercial courier, to the relevant contact details provided at the time of booking (for You) or on Our Website (for Us).
- 21.2. A notice will be deemed received if sent by email, at the time it is sent, unless the sender receives an automated message indicating that the email has not been delivered; if sent by pre-paid first-class post or recorded delivery, at 9:00am on the second business day after posting; if delivered by commercial courier, on the date and time shown on the courier's delivery receipt.
- 21.3. It is Your responsibility to ensure that the contact details You provide are accurate and kept up to date.

22. GOVERNING LAW AND JURISDICTION

- 22.1. This Agreement, and any dispute or claim arising out of or in connection with its 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.