

Booking Terms and Conditions (“the Conditions”)

RECITALS

- A. Herdwick Cottages Ltd is the legal trading name of the Company. The Company is acting as an agent for the Owner in accepting and administering bookings of holiday accommodation on its behalf in accordance with these Conditions.
- B. 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 these Conditions.
- C. As the Company is acting as an agent for the Owner, by entering into this Agreement, the Hirer is entering directly into a contract with the Owner.

1 INTERPRETATION

- 1.1 In these Conditions the following words shall have the following meanings:
 - 1.1 “Booking Enquiry” means the offer to hire the Holiday Accommodation made by the Hirer;
 - 1.2 “Booking” means the acceptance of the Booking Enquiry by the Company;
 - 1.3 “Deposit” means the sum equivalent to 15% of the total Price;
 - 1.4 “Hirer” means the person who makes a Booking;
 - 1.5 “Hire Period” means the period during which the Hirer and/or the Group will occupy the Holiday Accommodation;
 - 1.6 “Holiday Accommodation” means the holiday accommodation, consisting of the dwelling, any garden, all fixtures, fittings, contents and equipment;
 - 1.7 “Owner” means the owner of the Holiday Accommodation;
 - 1.8 “Group” means the individuals that will occupy the Holiday Accommodation;
 - 1.9 “Price” means the price payable to hire the Holiday Accommodation (excluding any Security Deposit);
 - 1.10 “Security Deposit” means a deposit to be paid (if applicable) in accordance with condition 8;
 - 1.11 “Website” means www.herdwickcottages.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 any 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 Company either by email or telephone to make a Booking Enquiry whereupon the Hirer shall provide the Company 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 21 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, for some Holiday Accommodation, make a Booking Enquiry online via the Website by following the on-screen instructions. The Website indicates which Holiday Accommodation this option is applicable to.

2.3 Once the Hirer has made the Booking Enquiry the Company shall acknowledge receipt of this. The Company shall check the availability of the chosen Holiday Accommodation. Although the Company may confirm that the Holiday Accommodation is available to hire and may pay any monies paid by a Hirer into its bank account, the Booking shall not be binding until the Company writes to the Hirer to confirm the Booking and the Hirer pays a Deposit to the Company.

2.4 The written confirmation will show the Booking details, the Price for the Booking, the amount of the Deposit and whether a Security Deposit is payable. As soon as the Hirer receives its confirmation, it must check the details carefully and if anything is not correct, it should inform the Company immediately.

2.5 The Hirer should pay the Deposit forthwith upon receiving the confirmation. The Company will reserve the Holiday Accommodation for one week (Seven Days) from the date of the confirmation to allow the Hirer to pay the Deposit (by bank transfer or card payment over the phone). If no payment (in cleared funds) is received in this time, the Holiday Accommodation will be marked as available for hire.

2.6 The Company has the right to refuse any booking before it sends written confirmation out to a Hirer. If the Company wishes to do this, it will inform the Hirer in writing and promptly refund any money paid to it. In this case, neither the Company 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 Company of the increase at least 14 days before the start of the Hire Period and the Company has agreed to the increase and if applicable the Hirer has paid an additional fee) or 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 Company may enter the Holiday Accommodation and require the Hirer and/or the Group to vacate the Holiday Accommodation. If the Company 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 Company 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 they must not be left unattended in the Holiday Accommodation (including any garden) at any time without the prior agreement of the Owner;

4.2.2 they must not be allowed in any of the bedrooms or on any of the furniture within the Holiday Accommodation;

4.2.3 they must be under strict control at all times;

4.2.4 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 Company 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 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 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 clauses 4.2.2 and 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 Company.

5.2 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 Owner takes this step the Booking and Hire Period shall be cancelled with immediate effect.

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 Company. If they do, the Company can refuse to allow the Hirer and/or Group into the Holiday Accommodation or ask the Hirer and/or Group to leave. If the Company 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 the Company 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 Company (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 Company 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

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 Company 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 Company or the Owner or its representative (as advised at the outset by the Company) as soon as reasonably practicable and where possible before the end of the Hire Period.

7.4 If during the Hire Period the Company 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 Company 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 Company may require a Hirer to pay a Security Deposit. If this applies to a Booking the Company will notify the Hirer of the amount of the Security Deposit and when this is payable, and it will be shown on the confirmation invoice.

8.2 The Company shall be entitled to use 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;

8.3 If after deducting these costs any part of the Security Deposit remains this shall be returned to the Hirer.

8.4 If the Company receives no notification from the Holiday Accommodation Owner within the 10 days following your departure date, the Company 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 Price at the time of the Booking Enquiry and, if applicable, a Security Deposit.

9.2 All payments will be accepted and administered by the Company on behalf of the Owner.

9.3 If a Booking Enquiry does not become a confirmed Booking the Company shall return any payment made by the Hirer (less any charges incurred for credit card payments).

9.4 Payment can be made by debit card, credit card or bank transfer. We do not accept cheques.

9.5 Hirers must have paid the Price in full no later than 60 days before the first day of the Hire Period (the "Final Payment Date"). If the Company does not receive the Price (or balance where a Deposit has been paid) by the Final Payment Date then it may cancel the Booking. If the Booking is cancelled the Company shall retain the Deposit subject to the provisions of clause 15.2.

10. THE ACCOMMODATION

10.1 Description

10.1.1 The Company 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 Company 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 Company will notify the Hirer as soon as the Company becomes aware of them. In such circumstances, the Company may also cancel any Booking in accordance with clause 15.3 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 Company will inform the Hirer as soon as reasonably practicable after it becomes aware of the situation.

10.1.5 The Company cannot accept responsibility for any changes or closures to local services or attractions mentioned in any brochures or on the Website or elsewhere. The Company 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 Company 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 of the cottages have a private water supply. Where this is the case, the supply is filtered and checked by the council 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 Company if it will require a cot and /or high chair when making the Booking. The Company will confirm whether these will be available. 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 Company has notified the Hirer otherwise in advance of the Hire Period). Occasionally towels can be hired at an extra cost if ordered at least 2 weeks in advance of the first day of the Hire Period.

10.7 Timing of Arrival and Departure

10.7.1 The Company 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 these Conditions) and is not an Assured Tenancy or Assured Shorthold Tenancy as defined by the Housing Act 1988 as amended.

11. COMPLAINTS AND CONTACTING THE COMPANY

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

11.2 The Company 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 Company.

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

12. LIMITATION OF LIABILITY

12.1 This clause sets out the entire financial liability of the Company (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 these Conditions;

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 these Conditions.

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 these Conditions.

12.3 Nothing in these Conditions limits or excludes the liability of the Company:

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

12.4 Unless stated otherwise in these Conditions, the Company does not have any control over the Holiday Accommodation or the Owner.

12.5 The Company 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 Company 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 Company 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 Company shall not be liable for any acts or omissions of the Owner or its representatives.

12.7 The Company 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 Company 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 Company'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 Price.

13. DATA PROTECTION

13.1 To process a Booking the Company will need to collect and process personal information relating to the Hirer and or members of the Group. The Company will ensure that it acts in accordance with the Data Protection Act 1998 at all times. We use 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.

13.2 The Company 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 Company to make a request. The Company 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 £10.00 which shall be payable to the Company. The Hirer may also have to pay any costs incurred in accommodating the change. The Company 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 below.

15. CANCELLATION

15.1 By Company

15.2 The Company may cancel a Booking in accordance with clauses 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 Price.

15.3 Where the Company cancels a Booking due to the sale of the Holiday Accommodation, on health and safety grounds or in accordance with clause 10.3 or where it considers it necessary to do so to safeguard its business interests and goodwill, the Hirer shall be entitled to a refund of the Price in full. Where the Booking is cancelled before the start of the Hire Period, or of a proportion of the Price (equivalent to the proportion of the Hire Period used up to the cancellation date) where the Booking is cancelled during the Hire Period.

15.4 The Company does not expect to have to make any changes to a Booking. However, sometimes problems occur and Bookings have to be changed or cancelled. The Company has the right to do this. If it does, the Company will contact the Hirer to explain what has happened and let them know about any cancellation or change as soon as is reasonably practicable

15.5 Neither the Company nor the Owner are under any obligation to find alternative accommodation for the Hirer and/or Group.

15.6 By the Hirer

15.7 The Hirer is advised to take out holiday insurance in case it has to cancel the Holiday Accommodation.

15.8 If the Hirer wishes to cancel the Booking then it shall notify the Company as soon as possible in writing. On receipt of the notice, the Company shall advertise the Holiday Accommodation as available to let on its Website.

15.9 If the Company or the Owner is able to make a new booking for the Holiday Accommodation before the start of the cancelled Hire Period then it will refund the Hirer as follows: -

15.9.1 if the Hirer cancels after it has paid all of the Price and the Company is able to let the Holiday Accommodation for the same price or a greater price than what the Hirer has paid then the Hirer shall be entitled to a refund of any monies paid less an administration fee of £45;

15.9.2 if the Hirer cancels after it has paid all of the Price and the Company is able to let the Holiday Accommodation at a lower price than the Hirer paid then the Hirer shall be entitled to a refund of part of the Price (equivalent to the Price paid by the new Hirer) less an administration fee of £45;

15.9.3 if the Hirer cancels having only paid the Deposit and the Company is able to let the Holiday Accommodation for the same price or a greater price than which the Hirer would have paid then the Hirer shall be entitled to a refund of the Deposit less an administration fee of £45;

15.9.4 if the Hirer cancels having only paid the Deposit and the Company is able to let the Holiday Accommodation at a reduced price than the Hirer would have paid then the Hirer may be entitled to a refund of part of the Deposit based on the following calculation:-

A = Price payable by Hirer

B = new price paid/ payable by new hirer

C = A – B

D = Deposit paid by Hirer

D – C = refund due to Hirer less an administration fee of £45.

15.9.5 If the Owner reserves a cancelled Hire Period for private use the Hirer will be entitled to a full refund of any monies it has paid less an administration fee of £45.

15.10 If no new Booking or Owner Booking is made in respect of the cancelled Hire Period, then the Company shall be entitled to:

15.10.1 keep all monies already paid for that Hire Period where the full Price has been paid and there is less than 60 days until the start of the Hire Period.

15.10.2 keep the Deposit where there is more than 60 days until the start of the Hire Period.

16. FORCE MAJEURE

The Company shall not be liable to the Hirer or any member of the Group under these Conditions if it is prevented from, or delayed in performing, its obligations under these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, staff illness.

17. SEVERANCE

17.1 If any provision of these Conditions (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 these Conditions, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

17.2 If a provision of these Conditions (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 Company 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 these Conditions to any third party or agent.

18.2 The Hirer may not assign its rights or obligations under these Conditions without the Company's prior written consent.

18.3 The Prices and Conditions set out herein supersede all those previously published. The Prices and Conditions may be updated, changed or varied by the Company.

19. RIGHTS OF THIRD PARTIES

19.1 Only the Company (and its assignees) and the Hirer shall have any rights under these Conditions and a person who is not a party to these Conditions 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 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 Company 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 Company 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 These Conditions, 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.