

## **ATHELINGTON HALL LOG CABIN HOLIDAYS**

**(FOR BOOKINGS VIA HOSEASONS PLEASE SEE HOSEASONS TERMS AND CONDITIONS)**

### **BOOKING CONDITIONS**

**PLEASE READ THESE CAREFULLY. WHEN YOU MAKE A BOOKING WITH US (WHETHER BY POST, TELEPHONE, BY EMAIL OR ONLINE), THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.**

### **DEFINITIONS**

**Holidaymaker** means the person or persons making the Booking.

**Owner** means the Partnership of PT, JP and AL Havers of Athelington Hall Horham Road Athelington Eye Suffolk IP21 5EJ, as the owner of the Property.

**Property** means the Log Cabin at Athelington Hall for which a Booking is made.

**Booking** means the reservation of the Property by the Holidaymaker.

**Booking Conditions** means these terms and conditions.

**Reservation Request** means a request to make a Booking in the form of a completed holiday booking form whether submitted online, via post or a telephone booking.

**Deposit means** £75 at the time of booking.

**Security Deposit** means £100 held against the guest's card, to cover any damages that occur on the property.

**Rental Charge** means the total rental charge payable in respect of the Booking, including any Additional Fees.

**Additional Fees** means any additional fees payable by the Holidaymaker including VAT, credit card handling fees and pet charges.

**Christmas Booking** means any booking which includes dates within the period 23 December to 3/4 January.

### **CONTRACT**

Once the Deposit has been paid and a Holiday Confirmation has been issued by the Owner, a legally binding contract shall exist between the Holidaymaker and the Property Owner pursuant to which the Property Owner will make the Property available for the period set out in the Booking.

The Contract shall be subject to these Booking Conditions and any other special conditions made known to the Holidaymaker at the time of the Booking.

### **BOOKINGS AND PAYMENT**

When a Reservation Request is made by the Holidaymaker the Owner will check the availability of the Property. In the unlikely event the property is not available the Owner will inform the Holidaymaker immediately, and offer an alternative date or property or a full refund of any payment already made.

The Deposit will be taken, or the full Rental Charge if the Holiday is due to commence within eight weeks. If payment is made online the payment is made through a secure payment website and the Owner stores this card information to use automatically for the security deposit.

If the Property is available for the Holiday and the Deposit or Rental Charge has been paid then the Holiday Confirmation will be issued.

If a Reservation Request is made and the Property is available for the Holiday but the Deposit or Rental Charge has not yet been paid, the Owner shall reserve the Property for an initial period of five days. The Holidaymaker must ensure that the Deposit is received by the Owner within these

five days, whereupon the Holiday Confirmation will be issued. If payment is not received within these five days, the reservation will be cancelled.

As an exception to the above, if the Reservation Request is in respect of a Holiday due to commence within four weeks of the Reservation Request being received by the Owner, no reservation will be made and the Booking will not be complete unless and until the Rental Charge has been received by the Owner.

When the Holiday Confirmation has been issued by the Owner the Booking is then complete. The balance of the Rental Charge must be paid by the Holidaymaker to the Owner no later than eight weeks prior to the commencement of the holiday (the Owner shall endeavour to inform the Holidaymaker of the due date at the time of the Booking). If the balance is not paid by that date then the Owner has the right to treat the Booking as cancelled by the Holidaymaker and the Refund Policy below will apply.

The prices stated are cash prices in pounds sterling. As the Owner incurs charges from credit card companies when the Holidaymaker pays by credit card, a 2% charge will be made for each credit card transaction. Online payments made by Pay Pal will incur a 3.75% charge. There is no additional charge in respect of payments by debit card. Any charges charged to the Owner by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to the Owner within seven days of the Owner's request to do so. All payments must be made in pounds sterling. The Owner reserves the right to correct any error in advertised and/or confirmed prices.

#### **CHRISTMAS BOOKING**

A Christmas Booking shall be subject to these Booking Conditions except that the Rental Charge shall be payable in full by 1<sup>st</sup> October. If the balance is not paid by that date then the Owner has the right to treat the Booking as cancelled by the Holidaymaker and the Refund Policy below will apply.

#### **BOOKING DETAILS**

Immediately upon receipt of the Holiday Confirmation from the Owner, the Holidaymaker should check the details carefully and notify the Owner of any mistakes/errors made as soon as possible and in any event within seven days. No changes can be made to the Booking after this time other than under Booking Changes below.

#### **REFUND POLICY - CANCELLATION BY THE HOLIDAYMAKER**

The Holidaymaker should notify the Owner immediately in writing if he/she wishes to cancel the Booking. The cancellation only takes effect on the date upon which the Owner has received written confirmation from the Holidaymaker. The cancellation will be acknowledged by the Owner in writing.

If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance shall remain payable notwithstanding cancellation. Unless full payment has already been received by the Owner from the Holidaymaker, the Property may be re-let to a third party and will no longer be available to the Holidaymaker.

The Owner will endeavour to re-let the holiday. If the Owner is successful in re-letting the holiday for the entire period originally booked it shall refund all monies paid, less the Deposit. If the Owner is only successful in re-letting a proportion of the period originally booked it shall refund that proportion of monies paid, less the Deposit.

If the Owner is unsuccessful in re-letting the holiday then all monies paid shall be forfeited and any outstanding balances will still be payable on the due date. The Owner recommends the Holidaymaker has some form of insurance, but this is not offered or provided by the Owner.

## **BOOKING CHANGES**

Once a Holiday Confirmation has been supplied by the Owner the Booking can only be changed by the Holidaymaker to another date or property if this is available and the Owner is agreeable to the change. If so, then an amended Holiday Confirmation will be issued and immediately upon receipt of this from the Owner the Holidaymaker should check the details carefully, and notify the Owner of any mistakes/errors made as soon as possible. An additional administration fee of £30.00 + VAT will be payable.

## **REFUND POLICY - OTHER CANCELLATIONS**

In the event of the Owner being unable to arrange the holiday accommodation requested by the Holidaymaker, or if the Property becomes unavailable for whatever reason, the Owner will endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard in a similar location.

If the alternative is less expensive than the original the Owner will refund the difference. If more expensive, the Owner will ask the Holidaymaker to pay the difference. If the Holidaymaker has paid any money in respect of a Property and that Property subsequently becomes unavailable and no suitable alternative can be offered the Owner shall refund all monies paid by the Holidaymaker.

Save as set out above, the Owner shall have no liability for the cancellation or alteration of a Booking.

## **BROCHURE ACCURACY**

To the best of the Owner's knowledge the details provided by the Owner and as described in the Owner's brochure and website were correct at the time of printing. Property descriptions and prices may be subject to change. Upon becoming aware of any material inaccuracies or price changes in any published description of the Property or material changes to the Property, the Owner shall endeavour to correct them in future publications and inform the Holidaymaker.

The Owner reserves the right to amend any inaccuracies including description, services and pricing. If any substantial alterations prove unacceptable to the Holidaymaker then alternative accommodation will be arranged or a full refund of monies paid will be given.

The Owner cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the Owner's information or otherwise.

## **RESPONSIBILITIES OF THE HOLIDAYMAKER**

During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes the following:

- 1 That the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation and in the categories stated (adults, children and infants aged 2 years or under).
- 2 To act in a courteous and considerate manner towards the Owner, its representatives or any third parties such as other site users and to use the Property in a way that does not unreasonably interfere with the enjoyment of others (for example, loud music and/or late night noise).
- 3 To supervise children properly so that they are not a nuisance or danger to themselves or others.
- 4 To allow the Property Owner or its representative access to the Property at any reasonable time during the period of holiday. In the event of an emergency the Owner may access the property without giving you prior notice.
- 5 To keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the

Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found, reasonable use excepted. The Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss.

6 To report as soon as possible to the Property Owner (or its representative) any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Owner with the cost of replacement. The Owner reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused.

7 To arrive after 4 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless prior arrangement has been agreed with the Owner.

8 Not (without the express permission of the Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property.

9 To make all other members of the Holidaymaker's party aware of these undertakings.

10 The owner is not liable for any accident or injury occurring at the premises save where the accident or injury is as a result of the negligence or wilful misconduct of the owner.

11 The guest should not engage any third party to provide any service at the property without the consent of the owner (and where relevant the owner's insurers) and that in making a request for consent, the guest should provide written details of the service provider (and any information requested by the owner's insurers) and the service to be provided and that consent will only be given where the third party supplier has appropriate insurance cover and has provided information relating to the insurance that is required.

12 The Owner will not accept liability for the activities of third party suppliers and where you make a suggestion or recommendation of a particular third party supplier, that will be based on the genuine belief and experience of the owner / or feedback received by the owner from other guests / contacts, and the owner shall not be liable for the failure of a particular service provider to properly perform the relevant services, this being a matter between the guest and the relevant third party service provider.

In the event of a breach of any of the above undertakings, the Owner (or representative) can refuse to allow the Holidaymaker to take possession of the Property or require the Holidaymaker to leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

#### **PETS**

Pets are allowed at the Property with the express agreement of the Owner, which will normally be given. There is a £39 per pet charge payable with the Rental Charge. Details of the pet should be given to the Owner when the Reservation Request is made and the Owner reserves the discretion to refuse agreement for the pet to be at the Property.

If a Holidaymaker takes a pet to a Property for which agreement has not been given or exceeds the stated number/size of pet, the Owner can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

The Holidaymaker is liable for all damage caused by their pet/s. The Holidaymaker should remove all traces (inside and out) from the Property of pet occupation before final departure. The Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy.

The Holidaymaker must not allow pets on beds or furniture within the Property and pets must not be left alone in the Property at any time. If the Holidaymaker breaches this clause the Property Owner may notify the Holidaymaker of the breach and if the Holidaymaker continues to breach this clause the Property Owner may require the Holidaymaker to leave the Property before the end of the Holiday. If this happens the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

#### **LIABILITY**

The personal belongings and vehicles of the Holidaymaker (and all other members of the Holidaymaker's party) (together with their contents) are left at the Property entirely at their own risk. The Company shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property, unless it is the direct result of the serious negligence of the Owner or its representative.

#### **COMMUNICATION AND INFORMATION**

For the purpose of the Data Protection Act 1998, the Owner is the sole data controller of all personal data provided by customers and prospective customers. This will include personal details such as names, addresses, e-mail addresses, telephone numbers and credit/debit card details. The Owner has appropriate security measures in place to protect this information. The Owner will retain the information so as to contact the Holidaymaker for marketing purposes, unless the Holidaymaker informs the Owner that they do not consent to this. No details will be passed on to third parties.

#### **COMPLAINTS**

In the unlikely event the Holidaymaker may have cause for dissatisfaction, **the Holidaymaker should raise this with the Owner (or its representative) as soon as possible.** Any complaints are taken very seriously and promptly and informally resolved if at all possible. If they remain unresolved then they should be raised in writing and addressed to the Owner as soon as possible, after which a formal written response will be made.

#### **FORCE MAJEURE**

No liability can be accepted and no compensation will be paid by the Owner, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Owner are prevented or affected, by any event which the Owner could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure of international borders, disease, none availability of transport services, interruption to services/utilities and all similar events outside the control of the Owner.

The Owner cannot be held responsible for the breakdown off mechanical or electrical equipment such as pumps, boilers or swimming filtration systems, or for the failure of public utilities such as gas, water or electricity.

#### **JURISDICTION**

Any dispute, claim or other matter which may arise in relation to this contract will be governed by English law and any dispute dealt with by the Courts of England and Wales.

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