

Holiday Booking Conditions

1) HOLIDAY HOMES (YORKSHIRE) LTD ACT ONLY AS BOOKING AGENT on behalf of the Owner of the property and are not principals. Accordingly the hiring contract shall be between the person making the Booking (who must be a member of the visiting party) and the owner of the property for which the booking is made and is subject to the following terms and conditions. The Company can not be held responsible for the actions of either party to the contract, or any consequences resulting therefrom. Neither is the Company responsible for any obligations or promises made by any other parties nor for any disputes resulting therefrom.

2) THE PERIOD OF HIRE shall normally be from 3pm (a few properties have a 4pm arrival time) on the day of arrival (first day of booking), until 10am on the day of departure (final day of booking). Actual times will be shown on our fully comprehensive property directions, which will be sent once the holiday invoice has been paid in full. If the holidaymaker is unable to arrive at the property on the first day of the booking, or has to leave before the final day of the booking, or expects to arrive later than 5pm on the first day, the holidaymaker must notify Holiday Homes (Yorkshire) Ltd and the Owner/Caretaker, so that alternative security/key arrangements can be agreed. (Short break Bookings of less than 3 days may have slightly delayed departure times by special arrangements, to suit holidaymakers travelling arrangements, but these are by concession and arrangement, and not automatically available. Late departure not previously agreed may result in an extra cleaning charge if extra staff have to be employed.

3) HOLIDAY HOMES (YORKSHIRE) LTD RESERVES THE RIGHT TO REFUSE ACCOMMODATION either on its own account or on behalf of the owner if it is deemed that the accommodation might not be suitable for the intended stay (Holiday). In no circumstances may the number of people occupying the property exceed the maximum number stated in the property description, unless agreed in advance and in writing. Where a variable number of people is quoted in the property description (i.e 6 + 4) there may be restrictions applying-please ensure that full details of the party are given when booking. The owner (or caretaker or keyholder) reserves the right to refuse to hand over the property to any person who, in their opinion, is not suitable to take charge. In such cases all liability of Holiday Homes (Yorkshire) Ltd and the owner shall cease, and in no event shall Holiday Homes (Yorkshire) Ltd accept any responsibility or liability for such refusal, termination or otherwise, or any loss arising therefrom.

4) THE HIRED PROPERTY SHALL BE USED SOLELY FOR HOLIDAY PURPOSES, and the holidaymaker shall not sub-let the property, or any part of the property, or any equipment from the property. Neither shall any equipment, furniture or fittings be removed from the property by any member of the party. The holidaymaker accepts and agrees that no right to remain in the property after the end of the holiday period booked exists for the person who signed the booking form, or for any person or persons who occupy the property. All persons will vacate the property at the conclusion of the period booked.

5) HOLIDAYMAKERS RESPONSIBILITIES DURING RENTAL PERIOD. The holidaymaker shall at all times maintain the property and its contents in a clean and tidy condition. The holidaymaker shall be liable to the owner for any loss, costs, expenses or claims arising from any damage caused to the property and/or its contents by the deliberate, negligent or careless act or omission of the holidaymaker or any person in his/her party. If, as a result of such damage, the property or any of its contents need to be repaired or replaced, then the holidaymaker shall be responsible for paying the reasonable cost of doing so. Where applicable, all members of the party must observe all security procedures advised by the Owner, Caretaker, Keyholder or Agent, especially in respect of key security, and any burglar/fire alarms or other security equipment. Where keys are to be posted back to the Agents, these must be posted by recorded delivery and a receipt obtained from the Post Office. The Owner reserves the right to charge an extra cleaning charge where a property is left in an unacceptable condition.

6) AVAILABILITY OF PROPERTY. The booking is made on the understanding that the property is available to the holidaymaker on the dates stated on the Booking confirmation. If for any reason beyond the control of Holiday Homes (Yorkshire) Ltd, (e.g. fire, flooding of property, storm damage to property, breakdown of major heating appliance, sale or withdrawal of the property by the owner for any reason, etc) and the property is not available for the date, Holiday Homes (Yorkshire) Ltd will use its best endeavours to provide alternative suitable accommodation to the holidaymaker but cannot guarantee that such will be provided and if such cannot be provided to the holidaymaker then all monies paid by the holidaymaker shall be returned in full. Holiday Homes (Yorkshire) Ltd shall not be liable for any loss, expense, inconvenience or otherwise, resulting in such unavailability and the holidaymaker shall have no claim against the Company. The holidaymaker will be advised by Holiday Homes (Yorkshire) Ltd if such an event occurs, and all efforts will be made to secure a satisfactory solution. If the alternative property is more expensive, Holiday Homes (Yorkshire) Ltd reserves the right to charge the difference in cost, and if less expensive, the difference will be credited.

7) ACCEPTANCE OF BOOKING CONDITIONS. It is the responsibility of the Hirer to insure that these booking conditions are complied with by all members of the party. Submission of a signed booking form, or telephone booking with or without deposit or total amount paid by credit card, will be deemed to be confirmation that these conditions have been read and understood, and that the Hirer confirms and warrants all the details and conditions on the booking form, and accepts responsibility for all the information supplied thereon by the Hirer. **It is always the sole responsibility of the Hirer to ensure that a fully completed and signed booking form is returned to the Company as soon as possible after the Booking has been made (whether by Telephone, e-mail or any other method of communication, and at the latest within 7 days.** Download-able versions are available on our Website, and also included with our printed brochures, or a second copy can be faxed or e-mailed on request (pdf file format.)

8) WHAT IF A PROBLEM OCCURS. Holiday Homes (Yorkshire) Ltd tries to do everything possible to give you a successful and enjoyable holiday but sometimes things can go wrong. Please try to obtain satisfaction from the owner of the property, or the property caretaker, but if that fails then please report the matter to the Company, whilst still on holiday, and we will immediately investigate any complaint or difficulty during the holiday and take steps to resolve the problem. No compensation can be considered for any complaint which is only notified after the holiday is completed.

9) SUITABILITY OF PROPERTY. The Company and the Property Owners reserve the right to refuse or revoke any booking(s) for any property which may in their opinion (and at their sole discretion) be unsuitable for the holidaymakers party. (i.e difficult staircases, steep pathways, location etc.) In the event of such a situation occurring, the Company will endeavour to make alternative suggestions. If any member of the party who has any walking difficulties or other health or disability problems which may lead to some properties being not entirely suitable, this should be declared and described on the booking form, to enable us to offer additional specific advice which might be pertinent, and the Company can accept no liability for subsequent difficulties if this information is not supplied. As agents, we are not able or obliged to make all properties fully accessible or suitable for all members of the public, but together with our Property Owners, we have assessed each property under the terms of the Disability Discrimination Act, to determine which can safely be visited by people with certain disabilities. It is generally assumed that such people who might be affected, will be accompanied by family and friends, and if we are made aware of the difficulties we can more easily advise which properties are most suitable, and their availability. Between us, and our owners, we will do our best, but we can only do so if you tell us in advance.

10) ACCURACY OF INFORMATION PROVIDED. All information and statements are made in good faith. However, the Company does not warrant and is not responsible for the accuracy of any information or statements made by representatives unless provided in writing. Any improvements or alterations which we become aware of are added to the reverse side of the property details, or to the property direction sheet, and our Website at the earliest opportunity.

11) LIABILITY TO HOLIDAYMAKERS. Neither the Company nor the Owner(s) of the property accept liability to any person or member of a holiday booking for any personal injury, loss or damage to property however sustained or caused, nor for the loss of personal property and/or money. Cars, baggage and personal effects of all kinds are at the holidaymakers risk at all times. Any Holidaymaker who does not have cover under their own Household Policy or Motor Policy for loss or theft whilst on holiday is recommended to take out additional cover.

12) SECURITY AND SAFETY. All persons occupying the Holiday property must take all normal precautions against causing any damage, or danger to life when using electrical or heating appliances, fires etc, and where smoking is permitted in a property, NEVER to smoke in bedrooms or sleeping areas. Any safety equipment such as Fire-Extinguishers, Smoke Alarms, Carbon Monoxide Detectors etc, must not be interfered with other than for use in an emergency situation. Any problems occurring with any equipment must be promptly reported to the Owner or Caretaker so that remedial action can be taken. Any amenities offered, i.e. swimming pools, boats, horses, cycles, play equipment, cots, high chairs etc are offered entirely at the users risk.

13) INITIAL PAYMENT. Once the Holidaymaker has confirmed the booking, the initial payment will become due. If paying by credit card, this payment will be taken from the card as soon as the card number is given (preferably by telephone, as we do not advise using e-mail for such information). If paying by cheque, this should be posted by first class mail to arrive within 3 days. We cannot hold provisional reservations for longer than this unless special arrangements are made. The booking will be confirmed in writing by the Company upon receipt of the required Payment as follows:-

A) If the starting date of the holiday is more than 56 days in advance, one third of the rental is payable plus the £17 Booking Fee.

B) If the Booking is made within 56 days of the commencement of the holiday the full rental and Booking Fee will be payable together with any Security/Housekeeping Deposit (see Booking Condition 20). The most convenient way to book is by debit card/credit card over the phone. We do NOT charge any credit card fee for deposits or amounts in full (except with American Express 2%). In all cases it is a British Legal requirement that a signed Booking Form is completed and returned with the names of ALL persons intending to travel. All bookings will be acknowledged when payment has been processed. Switch, Maestro, Delta, Visa, Mastercard are all accepted.

14) FINAL PAYMENT. If the Initial Payment (see 13 above) is only a deposit, the Holidaymaker is liable to pay the full balance shown on the Booking Confirmation at the latest 56 days before the start of the holiday. The 'balance-due' date will be clearly indicated on the booking confirmation, and you are strongly advised to send the final payment by first class post, and allow four clear days. Overdue reminders will be charged £10. Non payment by the due date may be treated as a cancellation, although this will not remove the obligation of the Holidaymaker to pay the full balance. Only cheques drawn on a UK Bank, or Bank Draft payable through a UK Bank are acceptable. Cheques which are returned unpaid will incur charges. Payment of Final Balance will be accepted by debit card at no extra charge, but credit card payment from UK residents will incur a 1% surcharge.

15) AUTHORITY TO SIGN. The person who signs the booking form certifies that he or she is authorised to agree Booking Conditions on behalf of all persons included on the booking form. The signatory must be a member of the party intending to occupy the property and be 18 or over..

16) PETS. Those properties which accept Pets are clearly identified. Pets (usually dogs) are only accepted on the strict understanding that they will be kept under control at all times, and not permitted on any furniture, or allowed into bedrooms. They must not be left unsupervised in the property as this can result in distress to the pet and damage to the property. Each property description states the permitted number/size of pets, but please give details of pets when booking or enquiring and remember to fill in the appropriate section on the Booking Form.

17) HOLIDAY CANCELLATION. All holidays booked as Self-Catering Accommodation are deemed to be legally binding Contracts, and as such, the person who books the holiday is fully liable for the total amount as shown on the confirmation. Sometimes, unfortunate circumstances such as a family member suddenly becoming ill may result in the need to cancel or re-schedule a holiday, and we strongly recommend that you take out Holiday Cancellation Insurance. This should be purchased as soon as possible after the booking has been confirmed. Most companies will not provide cover at a later date, and may also ask for proof of the members of your party. A spare copy of this Booking Form/Booking Conditions is provided for your reference and convenience. Many people now take out annual policies which are available at very reasonable rates. There are many Insurance Companies now offering travel and cancellation insurance, and many holidaymakers now find that if they use their credit cards to pay for the accommodation, that this cover will be included, but we strongly advise you to check.

18) NECESSITY TO CANCEL HOLIDAY. Having to cancel a holiday under such circumstances can be a disappointment, and although we will, of course, try to re-let any cancelled holiday, we cannot guarantee this particularly if the cancellation is very close to the holiday date. If you think you may have to cancel, please let us know as soon as possible, so that we can put the dates up for re-letting. If the Holiday is cancelled before the final balance is due, we will usually be able to re-let, but cannot guarantee this, so please do not delay in advising us, you will be required to pay your final balance on the due date if we have still not managed to resell your holiday. If we are successful the holidaymaker will receive a refund of all the monies already paid less the Booking Fee and a £50.00 per week administration charge. We will provide a cancellation invoice showing this amount, which you may be able to claim off your own insurance. If we are unable to Re-Let the accommodation, our original Booking Confirmation will be your official receipt. Any other written confirmation or cancellation invoice that might be required by your Insurance Provider will incur an administration fee of £20.

19) ALTERATION TO BOOKING. If it becomes necessary to change the dates of a Booking AFTER we have issued a Booking Confirmation for whatever reason, there will be an administration fee of £50 per week or part week. (Any alteration will be subject to the new dates being available, and to the agreement of the Property Owner(s). Bookings altered can only be credited if we are able to re-book the canceled or altered dates, unless the Owner agrees otherwise.

20) SECURITY DEPOSITS. A security deposit is required with many properties. This is payable when the final balance (or full amount) is paid, and will be refunded within 7-10 days after the departure date and once you have returned your keys. See price list for the correct amount for each property and complete the appropriate section on the Booking Form. If this section is incorrectly completed, we will invoice the correct amount, when confirming the booking.

21) PAYMENT BY DEBIT/CREDIT CARD. We have negotiated very favourable terms from our Bank which currently enables us to accept payment of deposits or full payments by debit/credit card without imposing any additional fee. Balance payments by credit card will incur a 1% charge and overdue balance payments made by credit card will automatically carry a 1.5% fee.

22) DISTANCE SELLING REGULATIONS AND PACKAGE HOLIDAY LEGISLATION. This legislation does not apply to the provision of 'accommodation only' holidays which are not part of a package holiday, and so no right to cancel exists once the booking has been confirmed by payment of any Deposit/Full Amount. You are therefore advised to make sure that the accommodation, travel dates, location etc. are entirely suitable for your requirements. Inability to travel on the required dates, for whatever reason, do not in any way eliminate your liability to pay for the accommodation booked.

23) LAW OF CONTRACT. The Contract is deemed to have been made at the Registered Office of the Company, which is at Sutton-Under-Whitstonecliffe, Nr Thirsk, North Yorkshire, and the proper law of the Contract is English.