

# Booking Conditions – Landal GreenParks in the UK and Europe

In these booking conditions, 'we', 'us' and 'our' means Vacation Rentals (UK) Ltd, Earby, Barnoldswick, Lancashire, BB94 0AA.

Landal GreenParks and Hoseasons Lodges and Parks and Hoseasons Lodges and Parks in Europe are trading names of Vacation Rentals (UK) Ltd.

Before booking through us, please read these booking conditions carefully and all the other information relevant to your booking, including:

- the property rental conditions (which means all information in any specific conditions or restrictions set out in the website description of your chosen properties);
- the Important Holiday Information section of the website or other publication we tell you about; and
- any other written information we brought to your attention before we confirmed your booking.

We arrange bookings of properties and travel arrangements either as an agent of the property owner (owner) or for transportation companies and other service providers mentioned on the website (service provider). When you book a property with us acting as agents for the owner or arrange any travel or other services through us, you are entering directly into a contract with the owner or the service provider (whichever applies) and we may charge a fee for arranging your booking (booking fee).

With the exception of package holiday bookings, as we act as agent when taking your booking, we accept no legal responsibility for any contract you enter into for the property or travel arrangements or for the acts, omissions or failure to act of any owner or service provider or other person connected with your booking. Your contract will be with the owner or service provider of the arrangements and when making your booking we will arrange for you to enter into a contract with the applicable owner/service provider. Your booking with us is subject to these booking conditions and the specific terms and conditions of the owner/service provider you contract with.

All properties on our website are offered by the owners for the sole purpose of holiday lettings, unless expressly agreed otherwise in writing by the owner and us. Accordingly you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977.

## **IMPORTANT: UK accommodation only bookings**

Clauses 1 to 20 (inclusive) in Section A apply to all bookings and are known as our "Basic Booking Conditions". When you buy additional cancellation protection through us, the additional clauses 23 – 27 (inclusive) shall apply (with the exception of clause 7b), and these are called our "Standard Booking Conditions", which provide additional protection when you cancel in certain circumstances. The Cancellation Protection Scheme offered as part of our Standard Booking Conditions is available for UK accommodation only bookings. You must pay an additional fee in order to benefit from our Cancellation Protection Scheme in accordance with our Standard Booking Conditions. The scheme does not apply to overseas bookings or to package holiday bookings and does not replace personal travel insurance. Please note that clause 7b in Section A does not apply where you have bought Standard Booking Conditions. Clauses 23 to 27 (inclusive) apply instead.

**Important information – ferry/Eurotunnel or motor boat bookings.** If you book arrangements with us which include a property plus a ferry/Eurotunnel crossing or a motor boat, we will class this as a 'package holiday booking'. In these cases we will accept responsibility for the arrangements in line with these booking conditions as an 'organiser' under the Package Travel and Linked Travel Arrangements Regulations 2018 (as may be amended from time to time). If you have booked a package holiday with us then please also read Section B of these booking conditions. Clauses 7b, 7c, 10 and 19 of section A do not apply to your booking for a package holiday.

**Please also note that clause 7b of Section A does not apply to any overseas bookings or package holiday bookings. Clause B6 in Section B applies instead.**

## **Section A**

### **1. Making your booking**

All bookings depend on the property and other arrangements being available. You, as the person in charge of the party (the "party leader") must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these booking conditions. You, as the party leader, are responsible for making all payments due to us. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions where applicable.

Group bookings: The organiser or leader of a group booking is responsible for identifying the booking as such and for providing the party details. Should you arrive at your property in a group without notifying us of the required details, which we pass on to the owner, the owner has the right to refuse to hand over the property to you without a refund or compensation.

As long as the property is available and we have received all the relevant payments from you, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking. Your binding contract with the owner and/ or service provider (whichever applies) will apply from the date we issue you (or your Travel Agent) with the written confirmation on their behalf. For bookings made within 14 days of the departure date, you will have a binding contract with the owner or service provider when we give verbal or written confirmation to you or your Travel Agent and you have made the appropriate payments to us or your Travel Agent. If we pay the deposit into our bank account, it will not mean we have accepted a booking unless we have issued you with a written confirmation. Please do not make any other travel arrangements (such as flights) until we have issued you with a written confirmation. We will give you your written confirmation either by post or by email. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email. If you book by post or phone, we will send your confirmation to you by email unless you tell us at the time of booking that you would prefer it to be provided by post. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We, on behalf of the owner or service provider (whichever applies), have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you verbally or in writing and promptly refund any money you have paid to us. In this case, neither we nor the owner or other service provider (if any) will have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately otherwise we cannot help or accept responsibility. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. If you book through a Travel Agent, we will send your confirmation and all other documents to your Travel Agent.

Where we offer the option of a provisional telephone booking, the property will be released for general sale after the agreed time period (usually 24 hours) unless you fully confirm the booking.

Even if we have sent a written confirmation, we on behalf of the owner or service provider, have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of our booking conditions (iii) information supplied by you in relation to your booking is incorrect. If we cancel your booking, we will tell you in writing and neither we nor the owner or service provider will have any legal responsibility to you.

### **2. Payment**

When you book, you must pay the deposit amount then due plus any applicable booking fee by debit or credit card. We only accept payment in pounds sterling.

### Standard Deposit\*

Total Booking Price	Deposit per Booking
Up to £200	£75
£201–£350	£100
£351–£500	£125
£501–£750	£150
£751–£1,000	£200
£1,001–£1,500	£250
£1,501–£2,000	£300
£2,001–£2,500	£400
Over £2,501	£450

\* For some bookings we may require a higher deposit amount. The exact deposit amount will be notified to you at the time of booking.

- a) **2020 Bookings** - If your holiday start date occurs between 4 July and 31 December 2020, we must then receive the rest of the money owed no less than 3 weeks before the start of your stay. We will automatically collect the balance owed on the card that you used to pay the deposit, unless you settle the amount owed before that date or unless you tell us otherwise. If you book less than 3 weeks before the start of your stay, we must receive full payment of the total cost of your booking (including any insurance premiums) when you make the booking.
- b) **Bookings beyond 2020** - If your holiday start date occurs on or after 1 January 2021, we must receive the rest of the money owed no less than 10 weeks before the start of your stay. We will automatically collect the balance owed on the card that you used to pay the deposit, unless you settle the amount owed before that date or unless you tell us otherwise, however, if you book less than 10 weeks before the start of your stay, we must receive full payment of the total cost of your booking (including any insurance premiums) when you make the booking.

If you do not make any payment due in relation to your booking by the appropriate date we, on behalf of the owner or service provider, are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of clauses 7b and 24 of Section A or clause B6 of Section B will apply, as appropriate. You may also need to pay additional charges. For the avoidance of doubt, for bookings with start dates on or before 31 December 2020 and where the balance due date is 3 weeks, if we rely on this clause to assume that you want to cancel your booking on your 3 week balance due date or if you cancel your booking prior to the 3 week balance due date, we will waive your liability for the remainder of the balance and no further amount will be collected from you.

If your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35.

If gift vouchers are used as full or part payment, these will be returned in the event of any refund, not a cash replacement.

Except where otherwise advised or stated, all monies you pay to us for your booking (except for insurance premiums, bookings fees and our commission) will be held by us on behalf of the owner/service provider and forwarded on to the owner/service provider in accordance with our agreement with them.

### 3. Pricing

We keep the prices charged by the owner or service provider under constant review and the prices of unsold arrangements may be increased or reduced at any time. We may also correct mistakes in the pricing of unsold arrangements at any time. We will confirm the price of your booking when you make it. As changes and

mistakes can happen, you must check the price and all other details of your chosen arrangements at the time of booking.

All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. You may be required to pay any additional taxes that arise after your booking has been confirmed.

We can pass on to you, in full, after we have confirmed your booking, all costs or charges the owner or service provider makes to us which are connected with your booking, including any price increases due to changes in the exchange rates of currency.

All accommodation prices are for the property and are not on a per person basis, except when an extra person charge applies.

We can charge a booking fee for the services we provide in administering your booking. Any booking fee will be stated on our website and will be shown as a separate charge on your confirmation.

**Lowest Price Guarantee:** In the unlikely event that you find the same holiday accommodation, available on the same day you make your booking (like for like) at a lower price, we will only charge you that lower price. The holiday accommodation concerned must be the same as the one you book with Hoseasons and must in particular have:

- The same start and end dates;
- Be in the same type/model of unit;
- Be at the same location.

All you need to do is provide us with proof of the lower price you have been quoted by giving us evidence (including the telephone number or the details of the website where the price can be confirmed). We reserve the right to reject claims if reasonable proof is not available or if the holiday accommodation is not the same. The lowest price must be available on the day that you make your booking. If you have written or e-mailed proof of the price, you can just e-mail or fax this to us. If you are sending your proof by post, please send it first class. In all cases, we need proof within 7 days of you making your booking through Hoseasons. Our Lowest Price Guarantee applies to all UK holiday accommodation on our website. All terms and conditions continue to apply.

#### **4. Offers with a low deposit**

Occasionally, we make offers giving you the chance to book properties with either no deposit, or a deposit which is lower than usual. We will give you details of any extra terms that may apply to the offer before, or when, you make your booking. You should read these extra terms with these booking conditions, as both apply to your booking. If you book a property with either no deposit or one which is lower than usual, you also agree to pay the difference between the amount paid and the usual deposit (see Sec. 2) for Standard Deposit amounts), plus any booking fee, ferry or Eurotunnel charges, the cost of any other travel arrangements included in your booking and any travel insurance premiums due, either at the time the balance of your booking is due or, if you cancel, at the time you cancel the booking. If you cancel, you must also pay all other cancellation charges which may apply. Please see clause 7b, 23 to 27 (inclusive) of Section A or clause B6 of Section B, as appropriate, for details on cancellations. For overseas bookings, you will still have to pay any travel insurance premiums at the time of booking if this is something you have chosen.

We can decide to extend or withdraw any offer at any time, should we wish to do so.

#### **5. Website details**

We aim to make sure that the information provided by owners/service providers is presented accurately on our website and other promotional literature or material we produce and provide. It is intended to present a general idea of the arrangements. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual property/arrangements and its description. This is usually because the owners/service providers are always aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell

you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility if some facilities or services at the property are not available or restricted, nor can we accept responsibility for any changes or closures to local services or attractions mentioned on our website, by our advisers or advertised elsewhere. We make reasonable efforts to make sure that information we give you about your property and its facilities or services, as well as advertised travel and other services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property/arrangements or its facilities and services, unless this was caused by our negligence. Distances and sizes are provided as useful guides. Certain items in photos (soft furnishings etc) are subject to change, and may not always be exactly as shown. Please check specific concerns with us before booking.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi. Download limits may apply, please check when booking.

## **6. ABTA membership**

We are a Member of ABTA - membership numbers Y0662 (*Accommodation only sales*) and L4801 (*Package holiday sales*) which means you have the benefit of ABTA's assistance and Code of Conduct. We provide financial protection for your money when you buy a package holiday or any overseas holiday. If you buy other travel arrangements such as accommodation only or boat only in the UK this protection doesn't apply. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <https://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## **7. If you change or cancel your booking**

### **a. Changes**

If you want to change any detail of your confirmed booking, we use reasonable endeavours to make the changes. However, we must receive your notice in writing by post or email. We may agree to accept notice over the telephone, but this should be arranged with us first. Some owners/service providers may treat changes to your dates or property as cancellation of the original booking and so you will in such circumstances have to pay cancellation charges. Also, we cannot guarantee that the owner or service provider concerned will be able to meet your request and we will have to check this with them. Changes can only be accepted in accordance with the owner/service provider's terms and conditions. You will be asked to pay us an administration charge of £35 for each change or £60 for each change if you have already been issued with travel documents. Plus, where the owner/service provider can meet your change request, you will have to pay any costs incurred by them in facilitating this change for you which will be charged at the current website price, which may be different from the price on the website from which you booked your chosen arrangements.

Holiday Park accommodation - you can change your accommodation to another type within the same holiday park for the same calendar year up to 10 weeks before your arrival date, subject to availability. The above administration fee will be payable plus any price difference.

### **b. Full cancellations (This clause, 7b, does not apply to package holiday bookings or to overseas bookings – see clause B6 in Section B instead. This does also not apply to cancellations covered by clause 7e) If you have the Standard Booking Conditions please see clauses 23 to 27 (inclusive) instead.**

If you have to, or want to, cancel your booking after it has been confirmed, you must phone us on the number shown on your booking confirmation as soon as possible or advise your Travel Agent. The day we receive your notice by phone from you or your Travel Agent to cancel is the date on which we will cancel your booking with the owner/service provider. Our confirmation in writing will confirm receipt of your cancellation.

If you cancel, you will have to pay a cancellation charge to the owner/service provider based on the number of days before the arrival date at the property that we receive notice, as shown in the table below. For UK Bookings Only: this may not apply if you purchase the Cancellation Protection Scheme set out in clause 23 of our standard booking conditions.

For the purpose of the table below, total cost means the total cost of the accommodation booking, including any optional extras. In addition to the cancellation charges below, you will still have to pay any insurance premiums, booking fees, ferry or Eurotunnel costs, credit card charges and administration fees for making any changes as these are non-refundable. The cancellation charges below have been calculated as a genuine pre-estimate of the losses we would incur in the event you cancelled your holiday within the stipulated time period.

**If you have already paid insurance premiums, booking fees, credit-card charges and administration fees, we will not refund these if you cancel.**

<b>Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled)</b>	<b>Cancellation charge (plus all booking fees, any insurance premiums or administration fees you owe)</b>
More than 70 days	Full deposit (including any balance of the deposit due)
57 – 70 days	50% of the total cost or full deposit (including any balance of deposit due), whichever is greater.
43 to 56 days	60% of total cost
29 – 42 days	75% of total cost
8 to 28 days	90% of total cost
7 days or less	95% of total cost

If you live outside the UK and have booked through a local agent, the term ‘total cost’ in the above cancellation charges table means the amount paid by your local agent to us after taking off any booking fees, insurance premiums and any administration charge paid to us for making any change. To avoid any doubt, total cost does not include any charges made by your local agent or anyone else for booking fees, flights, other travel services or any other amounts not paid to us.

N.B. Some owners and service providers may charge higher cancellation charges and these will be passed on to you.

**c. Cutting short your stay (UK only)**

No refunds are payable in the event you cut short your stay.

**d. Part cancellations - This clause, 7c, does not apply to package holiday bookings or to overseas bookings - see clause B6 in section B instead. If you have the Standard Booking Conditions please see clauses 23 to 27 instead.**

If any person(s) in your party needs to cancel, this will not normally affect the total cost of your booking unless you cancel any travel arrangements or extra services which are charged on a ‘per person’ basis. In these instances, the owner may provide a refund of any per person charges remaining after taking off any applicable cancellation charges. If you need to cancel all or part of your trip, you must return all travel tickets or vouchers (for example, for ferries).

**e. Cancellations due to government public health measures**

If you have to cancel your booking because UK government public health measures mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to:

- transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;

- request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available to you before you make your choice under this clause; or
- obtain a refund of the amount already paid by you for the booking.

You will have to contact us in order to access these options.

#### **8. Changes by the owner or service providers**

The owners and service providers do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. Owners and service providers have the right to do so. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or by post or email in the case of a minor change) as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you.

#### **9. Cancellations by us, the owner or service providers**

If we or the owner or the service provider cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:

- accept alternative accommodation – you will have to pay any difference in price if the cost of the new accommodation is higher or be reimbursed the difference if the cost of the new accommodation is lower;
- request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available before you make your choice under this clause; or
- obtain a refund of the amount already paid by you for the booking.

We will contact you to inform you of these options.

#### **10. Our legal responsibilities to you (This does not apply to package holiday bookings, see clause B4 in Section B instead).**

As we act only as agents for the owner or service provider, we cannot accept any legal responsibility for any act, omission or neglect on their part or of anyone representing or employed by them. We cannot accept any legal responsibility for any problems or faults with or in any property or travel arrangements as all properties and travel arrangements are only controlled by the owners/service providers. Your contract is with the owner/service provider and is governed by their terms and conditions, which may contain other limits on their legal responsibility.

Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. If you have any complaints about any services we provide, e.g. our booking service (as opposed to the arrangements provided by the owner or service provider), you must let us know immediately in writing and in any event within seven days of the end of any arrangements booked through us. Unfortunately, we cannot accept any legal responsibility if you do not let us know within this time frame. If we are found to be at fault in relation to any service we provide (as opposed to any service provided by the owner or service provider, for whom we are not responsible), we will not pay more than the commission we have earned for the booking (or the appropriate proportion of this if not everyone on the booking is affected), plus any reasonable, connected expenses you cannot recover from elsewhere. We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in the course of their employment, or for any criminal act we may commit.

Neither we nor the owner can be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond the owner's control. If we know about a problem before you arrive, we will contact you to let you know.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming-pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

#### **11. Owners and service providers' terms and conditions**

The services which make up your holiday are provided by people, firms, companies and other organisations which are totally independent of us and for whom we act as agents. These service providers and owners provide services in line with their own terms and conditions. Some of these terms and conditions may limit or exclude their liability to you, usually in line with international conventions which apply (for example, the Athens Convention for international travel by sea). The terms and conditions are available from the suppliers if you ask.

#### **12. Insurance**

**This clause does not apply to bookings which take place entirely in the UK where insurance is optional.** We recommend that you take out enough travel insurance to cover you for your total stay. You will find details of the UK Personal Travel Insurance policy we offer on our website.

For all overseas bookings, we consider it essential that you arrange enough travel insurance for your trip. Details of the Personal Travel Insurance policy we offer are shown on our website. If you decide not to buy this insurance, you must take out other personal travel insurance that provides equivalent or better cover to the policy we offer. We can ask you to provide alternative policy details. We do not check insurance policies to make sure they are suitable and this remains your responsibility. You are responsible for covering us if we suffer any losses or expenses arising out of your failure to take out proper insurance cover. We strongly advise you to take out insurance which will cover any damage which may happen to property which belongs to other people and which may get damaged.

If you choose to buy the overseas Personal Travel Insurance we offer, the cost will be deferred to your final balance invoice. If you book within 10 weeks of departure, you must pay the cost in full at the time of booking. If you cancel your overseas booking, the Personal Travel Insurance is non-refundable. We can refuse or cancel a booking if you do not have personal travel insurance cover that matches or is better than that provided by the insurance we offer. We will treat any cancellation for this reason as a cancellation by you and you will have to pay the cancellation charges set out in either clause 7 or B6 as appropriate. Please read your policy details carefully and take them with you on holiday. It is your responsibility to make sure that the insurance cover you buy is sufficient and satisfies your requirements.

#### **13. Disabilities and medical problems**

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you make your booking and give us full details as early as possible before you travel. If the owner or service provider reasonably feels unable to properly meet that person's particular needs, they may refuse or cancel the reservation.

#### **14. Your property**

The owner has set the following conditions on your stay at the property:

**Arrival and departure:** You can arrive at your property after 4pm local time (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 10am local time on the last day. If your arrival will be delayed beyond 6pm local time on the start date of your rental period, you must contact the person whose details are given on your invoice/confirmation. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon local time on the day after the start date of your rental period and you do not let the person whose details are given on the invoice/ confirmation know you are arriving late, we, on behalf of the owner, may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

#### **Electricity, Gas & Water:**

UK: The accommodation description will tell you whether electricity and gas charges are included in the hire charge, or whether they are at an extra cost. If charged by meter reading, this will be payable at the end of your stay. If electricity or gas is by card or coin meter, you will need cards (available from reception), or you should take a supply of £1 or 50p coins with you.



Europe: Electricity and gas is included in your holiday price unless stated within the accommodation details. They are based on normal consumption (electricity 8kw per day). Excessive use of any of these services may incur an additional charge, which may be collected locally by the Owner, or by us. Electricity supplies can be erratic and the water pressure can drop considerably at times, especially in high Summer, and during bad weather. It is not always possible to use several electrical appliances at the same time .

**Linen, towels and keys:** Except for cots, bed linen is provided (unless stated otherwise). This may be duvets or blankets and sheets. Please take bed linen for cots with you as required. Towels are not normally provided (unless stated otherwise).

**Security deposits:** You may be asked for a security or key deposit at some locations. If this applies to your chosen property, this is a direct arrangement between you and the owner, which we may or may not administer on behalf of the owner. The amount and details of how the payment should be made and how and when it will be returned (less any costs for breakages, damages etc. if applicable) will be provided at the time of booking.

**Behaviour:** You and all members of your party agree:

- to keep the property clean and tidy;
- to leave the property in a similar condition as you found it when you arrived;
- to behave in a way at all times while at the property which does not break any law;
- not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others;
- not to use the property for any illegal or commercial purpose;
- not to sublet the property or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party

**Maximum occupancy:** You also must not allow more people than the website states to stay overnight in the property. You cannot arrange for visitors to the property without the advance consent of the owner. You cannot significantly change the number of adults or children during your stay. (For example, if you book for two adults and two children, you cannot arrive with four adults and no children.) You must not hold events (such as parties, celebrations or meetings) at the property without the advance consent of the owner. If you do any of these things, the owner can refuse to hand over the property to you, or can repossess it. If the owner does this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking and we or the owner will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) Neither we nor the owner are under any obligation to find any alternative accommodation for you. Babies under the age of 2 may or may not be counted as members of your party. You should check the policy of your chosen property carefully before booking.

**Overseas Accommodation:** the requirements and standards of the country in which any services that make up your holiday accommodation apply to those services and not those of the UK. European countries' safety standards may differ from those of the UK.

**Pets:** Pets are not allowed unless we say so on the website. You must tell us that you are bringing a pet when you make your booking. We recommend that any dog must have insurance which includes sufficient pet liability cover and you are wholly responsible for the supervision and behaviour of your pet at all times. Children must not be left alone with any animal. You must bring your pet basket with you and ensure that your pet(s) does/do not lie on bedding or furniture under any circumstances. Animals, other than dogs, can only be accepted with specific permission from the owner. Pets are not allowed in the central complex areas, clubs, shops, bars or swimming pool areas. Some popular beaches prohibit dogs at certain times of the year. Some properties have additional exclusions, please check when booking. You must not leave any pets unattended in the property, including any garden, and you must keep dogs on a lead within the boundaries of a property (including the garden). Registered assistance dogs are allowed in most properties featured on our website even if the property description says that pets are not allowed. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property, even if the owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. It is your responsibility to make specific enquiries before booking as some property owners may take their own pets to a property. You should also read the information on taking pets on holiday included on our website. If there is a charge for taking a pet, you will be told at the time of booking. If you are travelling overseas with your pet, it is your responsibility to ensure that you have the correct 'pet passport' and we will not be legally responsible to you or pay any charges

if you cannot travel because of failure to obtain the correct travel documents. Further information about the requirements for travelling with pets can be found at [www.gov.uk/take-pet-abroad](http://www.gov.uk/take-pet-abroad).

### **15. Damage**

You are responsible for and agree to reimburse the owner and us for all costs incurred by us and/or the owner for all damage or breakages or loss caused by you and/or members of your party and/or any other persons invited into the property by you, to the property or its contents. This includes responsibility for paying for this damage and the cost of any work needed to put the damage right. The owner can ask for payment from you to cover any such costs.

You may need to check and sign an inventory of the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please notify the owner/ key holder immediately.

The owner expects the accommodation to be left in a reasonable state on departure. If in the owner's opinion, additional cleaning is required, you will be liable to the owner for the cost of this cleaning.

### **16. Right of Entry**

The owner has the right to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break the law, breach any of these booking conditions, the owner's own terms and conditions or any other terms applicable to your booking and/or the property. The owner or its representative has the right to enter the property for the purposes of inspection (including but not limited to where you have complained about the property) by giving you reasonable notice of such entry.

You agree to allow the owner or their representative (including workmen) access to the property as required by this clause.

### **17. Unreasonable behaviour**

The owners of all properties can refuse to hand over the property if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or in the event the owner has reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. In these circumstances, the contract between you and the owner will be terminated, you will not receive any refund and the owner will not have any further liability to you.

The owners of all properties can terminate a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to impair the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken the law, breached or is likely to breach any of these booking conditions, the owner's terms and conditions or any other terms and conditions applicable to the property which you have been notified of. In these circumstances, you will be required to leave the property immediately and no refund will be given. Furthermore, you may be liable to cover any costs incurred by the owner as a result of your behaviour, in accordance with clause 15.

### **18. Special requests**

If you have any special requests, you must let us know when you make a booking and confirm them in writing. Although we will try to pass any reasonable requests on to the owner and/ or service provider (whichever applies), we cannot guarantee that any request will be met. Confirmation that we have noted a special request or passed it on to the owner or service provider, or of the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we or the owner fail to meet any special request, it will not mean we or they have broken your contract.

### **19. Complaints (This does not apply to package holiday bookings).**

If you want to complain, we, together with the owner or service provider (whichever applies), will want to take action to sort your complaint out as soon as possible. Because the contract for your arrangements is between you and the owner/ service provider, you should put any queries or concerns to them. It is essential that you

contact the owner/service provider or their representative immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless the owner/ service provider is told promptly. If you discuss the problem with the owner/service provider or their representative during your stay, it can usually be sorted out straightaway. In particular, complaints which would only be temporary (for example, complaints on how the property is prepared or the heating not working) cannot possibly be investigated unless registered during your stay. If you cannot contact the owner or their representative, or if you are not happy with their response, you should immediately phone the Customer Services Line on the number shown on your confirmation. If necessary, please ensure you leave a telephone number and a time for us to contact you back. If your phone is a mobile, ensure it is switched on and that you are in a clear reception area. We may need time to make arrangements. Owners/key holders/maintenance teams must be given access to the property if you have a problem. We may need to contact the owner/key holder/other supplier at any time during this process and you must agree to meet with the owner/key holder or their representative directly to discuss any situation which may arise. If, despite having contacted us, the problem remains unresolved, it is essential that you contact our UK office again otherwise we can assume that the matter has been resolved to your satisfaction.

You must not independently move to other accommodation without first allowing our UK office the opportunity to assist. If you do so, or you refuse reasonable assistance, you may affect your rights to any compensation or repayment.

If you still feel that the problem has not been dealt with to your satisfaction, you must put your complaint in writing to us within 28 days of returning from your stay. We will then pass this on to the owner/service provider for their comments. Send your letter to our office at Sunway House, Raglan Road, Lowestoft, NR32 2LW, marked for the attention of the Customer Relations Department. Or you can send an email to [CustomerCare@hoseasons.co.uk](mailto:CustomerCare@hoseasons.co.uk). We have designed this procedure to make sure we can help as quickly as possible. Please help us and the owner to assist you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate. As we act only as an agent for the owner, we cannot accept any legal responsibility for your property. If we help to sort out a complaint, we are doing so as a gesture of goodwill in our capacity as an agent only and will have no legal responsibility to you for any refund or compensation.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 6 for further details. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.

## **20. Governing law & Jurisdiction**

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you must agree that any dispute will be dealt with exclusively by the courts of England and Wales.

## **21. Communicating with you**

Please see our Privacy Notice which explains how we will process your personal data.

For the purposes of the Landlord and Tenant Act 1987, you can send any notices intended for the owner to our registered office address Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA and we will forward these on to the owner.

## **22. On-park representatives (Overseas accommodation only).**

An owner may provide an on-park representative at selected European sites. These representatives are provided for your assistance and you should report any matters of concern to them first.

**If you have paid the fee for cancellation protection (Standard Booking Conditions), the following clauses, 23 to 27 apply to your UK booking only.**

## **23. Standard Booking Conditions.**

The standard booking conditions include clauses 23 to 27 and provide a cancellation protection scheme if you have to cancel or cut your booking short for any of a number of qualifying reasons. Some of the following words and expressions have specific meanings. These words are capitalised and their meanings are explained in clause 25 below.

#### **24. Cancellation/Curtailment**

Subject to receipt of satisfactory documentary evidence, you will be entitled to either a full or pro rata refund of monies paid (less a £60 administrative charge and the Cancellation Protection Scheme fee and any amendment and credit card charges plus any ferry and Eurotunnel costs) if you cancel at any time after we accept your booking and before you leave home to start your holiday, or you curtail your booking at any time after you leave home and before your planned return to it on the booking end date (provided that everyone in your party cancels or curtails their holiday too and the holiday accommodation is left vacant), and your reason for doing so did not exist at the time of purchasing enhanced cancellation rights (Standard Booking Conditions) and is any of the following:

- the death, bodily injury, illness or admission to Hospital, as an inpatient, of you or any other person in your party; a Partner; or a member of your Immediate Family where the cancellation or curtailment is certified as medically necessary by a Qualified Medical Practitioner;
- compulsory quarantine of any person in your party or their travel being prevented by government restriction following an epidemic;
- redundancy qualifying for payment under any applicable statute of any person in your party which is notified to and received by you (or any person in your party) after your cancellation scheme fee is accepted;
- you or a person in your party being required for compulsory jury or witness service in a court of law in proceedings to be undertaken in the time between their leaving home to start the booking and returning home after the booking;
- unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost trip is recoverable from any other source) or compulsory quarantine;
- Police advising against travel due to adverse weather conditions;
- Police requiring a person in your party to attend following theft at their Home or usual place of business; or
- damage rendering the Home of any person in your party uninhabitable.

The calculation of the amount due is as follows;

- if you have paid your balance, we will refund your deposit and your balance less a £60 administrative charge and the Standard Booking Conditions upgrade fee and any amendment and credit card charges.
- if you have not paid your balance to us, we will refund your deposit less a £60 administrative charge and the Standard Booking Conditions upgrade fee and any amendment and credit card charges.
- if everyone in your party curtails the holiday and returns home, we will give you a proportionate refund of the cost of the holiday accommodation less a £60 administrative charge and the Standard Booking Conditions upgrade fee and any amendment and credit card charges.
- If you have booked under a low deposit promotional offer, you will be responsible for the difference between the low deposit paid and the total cost of the administration charge of £60 and the Standard Booking Conditions upgrade fee.

Important note: the Standard Booking Conditions only apply to the property element of any Booking and no refund for any ferry, Eurotunnel or other travel arrangements will be given. Furthermore, the Standard Booking Conditions only apply to bookings where the property is located in the UK and does not apply to bookings where the property is based overseas.

The following reasons for cancellation do not qualify for a refund as set out above:

- Suicide or attempted suicide;
- deliberate self-injury;
- the effect of alcohol or drugs; or
- any other reason which is not specifically referred to above.

If your reason for cancellation is not listed as a qualifying reason or you are unable to provide sufficient documentary evidence, the charges set out in clause 7b of Section A apply.

You must tell us immediately if you need to cancel or curtail your Booking and must provide us with all the information and documentation that we may reasonably require to assess your entitlement to a refund.

## 25. Standard Booking Conditions definitions

- **Booking:** any trip involving pre-booked accommodation devoted entirely to pleasure, rest or relaxation in the United Kingdom and booked through us.
- **Home:** usual place of permanent residence.
- **Hospital:** any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where a person in your party is under the constant supervision of a Qualified Medical Practitioner.
- **Immediate Family:** means the partner or the child, grandchild, brother, sister, parent, or grandparent of you or a person in your party, or anyone noted as next of kin on any legal document. • **Partner:** a spouse or partner with whom you or a person in your party has been living in the same home with for at least three months.
- **Qualified Medical Practitioner:** a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a person in your party or a relative of any such person, unless approved by us.

## 26. Standard Booking Conditions cancellation procedure

If a cancellation or curtailment arises for a qualifying reason, please contact us immediately by phone. You will also need to complete a cancellation form which will be supplied on request or can be downloaded from our website; [www.hoseasons.co.uk/pdfs/cancellationform.pdf](http://www.hoseasons.co.uk/pdfs/cancellationform.pdf).

- You and your party must take reasonable care to safeguard against loss, damage, accident, injury or illness.
- All information provided to us must be complete and accurate.
- You must supply the information using our cancellation form.
- You will not qualify for a refund of any monies if you or your party fails to comply with any of the requirements in these booking conditions.
- Any supporting evidence that we may need must be sent to us at your own expense within 12 months of the date of cancellation.
- If you are due a refund of any monies, you will be paid in £ sterling within 30 days of receipt of valid documentary evidence (including medical and death certificates where necessary).

## 27. Cancellation Protection Scheme Fee

Booking price per week or short break	Cancellation Protection Scheme fee per week or short break
Up to £150	£14
£151 to £200	£18
£201 to £250	£22
£251 to £300	£27
£301 to £350	£32
£351 to £400	£37
£401 to £450	£42
£451 to £600	£47
£601 to £650	£52
£651 to £700	£57
£701 to £750	£62
£751 to £900	£67
£901 to £1200	£72
Over £1200	£77

If, after purchasing the Standard Booking Conditions, you change your mind, you may downgrade to the Basic Booking Conditions within 10 days of receiving your confirmation invoice as long as you have not cancelled your Booking and no member of your party has left Home to commence the Booking.

## **Section B: Ferry and Eurotunnel inclusive bookings only**

**Where your booking includes a property plus a ferry/Eurotunnel crossing or a motor boat, the following extra information applies to your booking:**

### **B1. Pricing**

All prices quoted or which we have told you about include all charges and any taxes or government charges that apply to your holiday at the time of booking. We worked out the accommodation prices shown on our website based on the known costs and on an exchange rate of £1 to €1.145.

We keep the prices charged by the owner or service provider under constant review and the prices of unsold arrangements may be increased or reduced at any time. Ferry, Eurotunnel and motorboat prices shown on our websites are provided by service providers and may also be amended at any time before booking.

We may also correct mistakes in the pricing of unsold arrangements at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen arrangements at the time of booking.

When we confirm the price of your chosen arrangements at the time of booking, except where we have to correct any mistakes, we will only increase or reduce the price of your confirmed booking due to changes in:

- the price of the carriage of passengers, including the cost of fuel;
- taxes or fees due for services such as landing taxes or embarkation or disembarkation fees at ports; or
- the exchange rates which have been used to work out the cost of your holiday.

We will pass on any increase or reduction by either charging you more or giving you a refund, as applicable. You will be charged for the amount of any increase in accordance with this clause, plus an administration charge of £1 per person. If this means that you have an increase of more than 8% of the cost of your holiday (not including insurance premiums and any amendment charges) and you do not wish to pay this increase, you will be entitled to cancel your booking and receive a full refund of all money you have paid us (except for any amendment charges or insurance premiums). Or, you can buy another holiday from us if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price).

In the above circumstances you have 14 days from the issue date printed on our invoice to tell us if you want to cancel your holiday or buy another holiday. If you do not tell us that you want to cancel or buy another holiday within this time, we will assume that you will pay the extra charge. You must pay this with the balance of the cost of the holiday or within 14 days of the issue date printed on the invoice, whichever is later.

If, due to the charges mentioned above, the price of your holiday goes down we will pay you any refund due. However, please remember that we do not always buy travel arrangements in local currency and some obvious changes have no effect on the price of your travel due to contractual and other protection in place.

We promise not to send you an invoice for an extra charge within 20 days of the start of your holiday. We will not make any refunds within this period either.

### **B2. Your financial security**

The Package Travel and Linked Travel Arrangements Regulations 2018 say that we must provide security for the money that you pay for the package holidays booked from us and for getting you home in case we become insolvent. This security is provided by a bond held by ABTA. Please see clause 6 of Section A for full details of our ABTA membership.

### **B3. Cancellations or changes made by us**

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your bookings many months ahead, we may occasionally have to make changes both before and after bookings have been confirmed. Or, we may have to cancel confirmed bookings. While we always try to avoid changes and cancellations, we can make cancellations or changes at any time and must reserve the right to do so.

Occasionally we have to make a 'significant change' such as a change of property to that of a lower standard, changing the departure time by more than 12 hours or a change of area/resort. If we need to do this, we will let you know as soon as possible before you leave. We treat all other changes as minor. As a result, we will decide whether to let you know about them.

If we have to make a significant change or cancel your booking, and as long as there is time to do so before the departure date, we will offer you four options;

- a. (for significant changes), you can accept the other booking arrangements we offer you; or
- b. you can transfer to another booking if we are able to offer alternative arrangements with comparable or higher facilities (at no extra cost to you); or
- c. if available, you can accept an offer of an alternative holiday of a lower standard, with a refund of the price difference between the original holiday and the alternative holiday; or
- d. you can cancel your booking, in which case we will refund you all amounts you have paid.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again within the time period stipulated within our notice, we reserve the right to assume you accept the changed or alternative arrangements.

The options shown above are not available if any change is a minor one or if the change or cancellation by us arises out of alterations to the confirmed booking which you have asked for or your failure to pay the balance of your booking cost by the due date notified to you.

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below (except to infants), in the following circumstances:

- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking; or
- If we cancel your booking and no alternative arrangements are available.

#### **Compensation**

Number of days before you leave when we tell you (or your travel agent) about a significant change to or cancellation of your confirmed holiday	Compensation per party
More than 70 days	£0
43 to 70 days	£25
29 to 42 days	£40
15 to 28 days	£80
14 days or less	£100

Compensation will not, however, be payable and no liability, beyond offering the above mentioned choices, can be accepted where:

- a) we are forced to make a change or cancel as a result of unavoidable and extraordinary circumstances, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; or
- b) we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time); or
- c) we make a minor change; or
- d) we make a significant change or cancel your arrangements more than 10 weeks before departure; or
- e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you; or
- f) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements.

The table above sets out the most we will pay under this clause. We are sorry that we cannot meet any expenses or losses you may suffer as a result of inconvenience suffered.

Very rarely, we may be forced to make a change or cancel as a result of unavoidable and extraordinary circumstances, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, where possible, make alternative arrangements for you at no extra charge and, where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

#### **B4. Our legal responsibility to you**

We will accept responsibility for your holiday as an 'organiser' under the Package Travel and Linked Travel Arrangements Regulations 2018. Depending on the other conditions of clause B4, we accept responsibility for making sure that we supply your travel arrangements, which you book with us, as we have described. If, after you leave for your trip, any part of your travel arrangements are not provided as promised due to the negligence of our employees, agents or suppliers, and we don't remedy or resolve your complaint within a reasonable period of time, we will pay you appropriate compensation, if this has affected the enjoyment of your trip. However (except where you have suffered personal injury or death), we will not pay more than twice the value of the booking (or the appropriate portion thereof if not all the booking is affected). The level of compensation will take into account all relevant factors, including the invoice price of the holiday, any steps it was reasonable for you to take to reduce, as far as possible, the inconvenience or damage suffered (such as following the complaints procedure) and how much the problem affected your overall enjoyment of the holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

Before we pay you any compensation, you must make any complaint or claim strictly in line with clause B7. You must also transfer your legal rights you may have against anyone else in connection with your claim. You must co-operate with us and our insurers in this. When making any payment to you, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

In all claims we will not be legally responsible if the alleged loss or damage results from any of the following:

- a. the fault of the person affected or any members of their party; or
- b. the fault of someone not connected with providing your holiday which we could not have predicted or avoided; or
- c. unavoidable and extraordinary circumstances, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; or
- d. the fault of anyone who was not carrying out work for us (generally or in particular) at the time.



Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

#### **Important notice on the limits of our legal responsibility**

For international travel by sea and rail, we will limit our legal responsibility in all cases as if we were carriers under the appropriate conventions, which include; The Athens Convention (for sea travel); The Berne/Cotif Convention (for rail travel) and The Paris Convention (for accommodation arrangements) and any applicable EU Regulations, such as 261/2004 and 1117/2010. We are not a carrier for the purposes of EU 1177/2010 – any queries or claims for that regulation should be directed to your carrier. You can ask for copies of these conventions and regulations from our offices. Please contact us. You must also agree that the operating carrier or transport company’s own ‘conditions of carriage’ will apply to you on that journey. When arranging transport for you, we rely on the terms and conditions in these international conventions and those ‘conditions of carriage’. You must accept that all the terms and conditions in those ‘conditions of carriage’ form part of your contract with us, as well as with the transport company.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relates to any business.

If we are found legally responsible for loss of or damage to any luggage or personal possessions (including money), the most we will have to pay you and your party is £25 per person, as you are required to have adequate insurance in place to cover this kind of loss. We strongly recommend that you and your party take out enough travel insurance for your needs while on holiday. For the purpose of these booking conditions, we will assume you and your party have done this.

#### **B5. Passports and visa information for overseas and package bookings**

A passport is required for the overseas destinations that we feature. The passport, visa and health requirements which apply, at the time of printing, to British citizens are shown on our website and we provide a link to up-to-date information from our website. You can find everything you need to know about your travel requirements at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo)

It is your responsibility to make sure that you and all members of your party have all the travel and health documents you need before you leave. You are responsible for paying all costs in getting these documents. You must make sure that you apply for a passport/visa in good time before your trip. If failure to have or supply any travel or other documents needed results in fines, charges and so on which we or the owner or service provider have to pay, you will be responsible for refunding us. If you cannot travel because of such failure, neither we, the owner or service provider will be legally responsible to you.

We can ask for any personal details, including passport numbers, if we need to do so.

**Exit checks at UK borders for ferry/Eurotunnel travellers** – all transport operators need to see the passports of all those travelling when you leave the country. You should allow enough time for this process when planning your journey. Some transport operators may require you to provide advanced passenger information (API) to them before you arrive at port. If this applies to your booking, we will write this on your confirmation documents. You are responsible for providing this information for all passengers and we will not accept any legal responsibility if you fail to do so.

If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country or countries you will travel to or through.

**B6. If you change or cancel your booking – This clause applies to ALL overseas bookings and to package holiday bookings.**

**Full cancellations**

If you have to, or want to, cancel your booking, you must phone us on the number shown on your booking confirmation as soon as possible. You must also immediately confirm your cancellation in writing, sent by recorded delivery, to us at the address shown on the website. The day we receive your notice by phone is the date on which we cancel your booking. If you cancel, the owner or other service provider will make a cancellation charge, as shown in the table below. This means that if you have paid the balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not paid your total cost, including the premiums for any insurance (if this applies), by the time of your cancellation, you may have to make a further payment as a cancellation charge.

For the purpose of the table below, 'total cost' means the total cost of the booking, including any optional extras. In addition to the cancellation charges below, you will still have to pay any insurance premiums, ferry or Eurotunnel charges, booking fees, credit card charges and administration fees for making any changes.

**If you have already paid insurance premiums, ferry or Eurotunnel charges, booking fees, credit card charges and administration fees, we will not refund them if you cancel.**

**Cancellation Charges\***

Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled)	Cancellation charge (plus all booking fees, ferry or Eurotunnel charges, any insurance premiums or administration fees you owe)
More than 70 days	Full deposit (including any balance of the deposit due) plus the total cost of any ferry or Eurotunnel booked.
57 to 70 days	50% of the total cost or full deposit (including any balance of deposit due), whichever is greater, plus the total cost of any ferry or Eurotunnel booked.
43 to 56 days	60% of total cost plus the total cost of any ferry or Eurotunnel booked.
29 to 42 days	75% of total cost plus the total cost of any ferry or Eurotunnel booked.
8 to 28 days	90% of total cost
7 days or less	95% of total cost

\*Other service providers may make higher cancellation charges and these will be passed on to you. Please also see clause 12, insurance.

The cancellation charges above have been calculated as a genuine pre-estimate of the losses we would incur in the event you cancelled your holiday within the stipulated time period.

**Transfer of booking:** If they are prevented from travelling, individual party members may be able to transfer their place to someone else introduced by you, subject to the following conditions:

- we are told at least two weeks before your departure.
- If we can make a transfer, you must pay all costs and charges we have to pay or which the owner or other service provider (including ferry and Eurotunnel providers) makes to us as a result, together

with an amendment fee of £35 for each change or £60 for each change if we have already issued your travel documents, before the transfer can take place.

- the person to whom the booking is being transferred agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in this clause will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**NB - Most service providers do not allow name, time or other changes after tickets have been issued and this will be treated as a full cancellation by you. In the case of ferry and Eurotunnel bookings, you may need to buy new tickets at a higher price.**

**Cancellation by You due to Unavoidable & Extraordinary Circumstances:** You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or which significantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

## **B7. Complaints**

If you want to complain, we, together with the owner or service provider, will want to take action to sort your complaint out as soon as possible. It is essential that you contact us or the owner or their representative or the service provider, for example ferry operator (whichever applies) immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless we and the owner are told promptly. If you discuss the problem with us or the owner or their representative during your stay, it can usually be sorted out straight away. In particular, complaints which would only be temporary (for example, complaints on how the property is prepared or the heating not working) cannot possibly be investigated unless registered during your stay. You can tell us about a complaint by immediately phoning the Customer Care Line on the number shown on your confirmation. If necessary, please ensure you leave a telephone number and a time for us to contact you back. If your phone is a mobile, ensure it is switched on and that you are in a clear reception area. We may need time to make arrangements. Owners/key holders/maintenance teams must be given access to the property if you have a problem. We may need to contact the owner/key holder/other supplier at any time during this process and you must agree to meet with the owner/key holder or their representative directly to discuss any situation which may arise. If, despite having contacted us, the problem remains unresolved, it is essential that you contact our UK office again otherwise we can assume that the matter has been resolved to your satisfaction. You must not independently move to other accommodation without first allowing our UK office the opportunity to assist. If you do so, or you refuse reasonable assistance, you may affect your rights to any compensation or repayment.

If you still feel that the problem has not been dealt with to your satisfaction, you must put your complaint in writing to us within 28 days of returning from your stay, quoting the original booking reference and giving all relevant information. Send your letter to our office at Sunway House, Raglan Road, Lowestoft, NR32 2LW, marked for the attention of the Customer Relations Department. Or you can send an email to [CustomerCare@hoseasons.co.uk](mailto:CustomerCare@hoseasons.co.uk). We have designed this procedure to make sure we can help as quickly as possible. Please help us and the owner to assist you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate. We cannot accept legal

responsibility for any claims which you do not let us or our owners/service providers know about strictly in line with this clause.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 6 for further details. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/> .

#### **B8. Prompt Assistance**

The Package Travel and Linked Travel Arrangements Regulations 2018 provide that in the event that you experience difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and provide assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

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