

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

## **1. DEFINITIONS**

1.1) **"Additional Fees"** means any fees payable by the Holidaymaker other than the Rental Charge and Booking Fee, including (but not limited to) card handling fees, insurance costs, heating supplements, pet charges and linen charges.

1.2) **"Agent"** means Yorkshire Coastal Cottages whose registered office is 29 Skinner Street, Whitby YO21 3AH

1.3) **"Booking"** means the reservation of the Property by the Holidaymaker.

1.4) **"Booking Conditions"** means these terms and conditions.

1.5) **"Booking Fee"** means the booking fee payable by the Holidaymaker to the Agent, being £35.00 per Property per week or £35.00 per Property per Short Break (as appropriate).

1.6) **"Deposit"** means:

(a) 35% of the Rental Charge; or

(b) If the holiday is due to commence within eight weeks of the date of a Reservation Request, 100% of the Rental Charge

1.7) **"Holidaymaker"** means the person or persons making the Booking.

1.8) **"Holiday Cancellation Protection Scheme"** is a protection scheme covering qualifying reasons for cancellation of a Booking, full details of which are included in clause 5 of these Booking Conditions and the Annex to these Booking Conditions.

1.9) **"Holiday Confirmation"** means the confirmation of the Booking issued by the Agent to the Holidaymaker (by email and/or post) once the Initial Payment has been processed.

1.10) **"Initial Payment"** means the payment of the Booking Fee, the Deposit and any applicable Additional Fees.

1.11) **"Property"** means the accommodation for which a Booking is made.

1.12) **"Property Owner"** means the owner of the Property.

1.13) **"Rental Charge"** means the total rental charge payable in respect of the Booking.

1.14) **"Reservation Request"** means a request to make a Booking in the form of a completed holiday booking form (whether submitted via the post, email, website or otherwise) or a telephone booking.

1.15) **"Short Break"** means a holiday for a duration of less than seven nights.

## **2. ROLE OF YORKSHIRE COASTAL COTTAGES**

2.1) The Agent acts as agent for the Property Owner to take and arrange Bookings. The Agent does not own or manage the Property but reserves the right to refuse any Booking.

2.2) Once the Initial Payment has been made and a Holiday Confirmation has been issued by the Agent, a legally binding contract shall exist between the Holidaymaker and the Property Owner pursuant to which the Property Owner will make the Property available for the period set out in the Booking. For the avoidance of doubt, the Agent shall not be a party to such contract.

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

2.4) The Agent accepts no liability for any defects or unavailability of the Property or any other problems with the holiday. The Holidaymaker's right of action (if any) shall be against the Property Owner and not the Agent.

2.5) The Agent cannot accept liability for happenings outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions or the owner's negligence resulting in loss, injury or accident.

## **3. BOOKINGS AND PAYMENT**

3.1) Following receipt of a Reservation Request the Agent shall check the availability of the Property. If the Property is available for the Holiday, the Agent shall reserve the Property.

3.2) Upon reservation of the Property in accordance with clause 3.1, the Holidaymaker must make the Initial Payment to the Agent, unless advised otherwise. If payment is not received, the reservation will be cancelled.

3.3) Upon receipt of the Initial Payment, the Agent will issue a Holiday Confirmation to complete the Booking.

3.4) The balance of the Rental Charge (if any) must be paid by the Holidaymaker to the Agent no later than eight (8) weeks prior to the commencement of the holiday (the Agent shall endeavour to inform the Holidaymaker of the due date at the time of the Booking). If there is a refundable security deposit applicable to the property this must be paid with the balance. N.B. This will be refunded approximately 14 days after the guest departure, subject to the property being left in a satisfactory condition.

3.5) Where the Agent has not received the balance by the due date, an overdue reminder letter will be issued to the Holidaymaker and a charge of £10 will be added to the balance due. If the balance is not received within four (4) days of that reminder, the Agent reserves the right to treat the Booking as cancelled by the Holidaymaker and clause 5 shall apply and the Holidaymaker shall have no other claim against the Agent or the Property Owner for compensation or reimbursement whatsoever.

3.6) The prices stated on the Agent's website and in the Agent's brochure are cash prices in pounds sterling. Any charges raised against the Agent by its bank for handling dishonored cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to the Agent within seven (7) days of the Agent's request to do so.

3.7) All payments must be made in pounds sterling. Where VAT applies to the property rental it is included in the quoted price at the prevailing rate. All of the Agent's charges and VAT inclusive rentals include VAT at the prevailing rate and are subject to change if the rate changes. The Agent's Confirmation of Booking is not a VAT invoice.

3.8) The Agent reserves the right to correct any error in advertised and/or confirmed prices due to errors or omissions or changes in VAT.

## **4. BOOKING DETAILS**

Immediately upon receipt of the Holiday Confirmation from the Agent, the Holidaymaker should check the details and notify the Agent of any mistakes/errors made by the Agent as soon as possible and in any event within seven (7) days; no changes can be made to the Booking after this time. The Agent reserves the right to charge a holiday booking amendment fee to administer/correct any error by the Holidaymaker.

## **5. HOLIDAY CANCELLATION PROTECTION SCHEME**

The advertised holiday rental includes complimentary entry into the Holiday Cancellation Protection Scheme. As soon as a Booking is confirmed (in accordance with the process set out above) you are automatically entered into the Holiday Cancellation Protection Scheme and may be entitled to a full refund of your rental – subject always to our discretion (as to both the refund and its amount) and to the terms and conditions of the Holiday Cancellation Protection Scheme – should you or one of your party be unable to take the holiday. Full details of the Holiday Cancellation Protection Scheme can be found at the Annex to these Booking Conditions.

## **6. AGENT CANCELLATIONS**

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

6.2) If the Holidaymaker has paid any money in respect of a Property and that Property subsequently becomes unavailable, the Agent shall use its reasonable endeavours to obtain a refund from the Property Owner to the Holidaymaker of all monies paid by the Holidaymaker.

6.3) The Agent is not liable for any costs associated with alternative accommodation, which must be paid by the Holidaymaker.

6.4) Save as set out in clauses 5 and 6 of these Booking Conditions, the Agent shall have no liability for the cancellation or alteration of a Booking.

## **7. BROCHURE / WEBSITE ACCURACY**

7.1) To the best of the Agent's knowledge the details relating to any Property described in the Agent's brochure and on the website were correct at the time of printing/insertion.

7.2) Upon becoming aware of any material inaccuracies in any published/advertised description of the Property or material changes to the Property, the Agent shall endeavour to correct them in future publications/adverts and inform the Holidaymaker. The Agent may, in its sole and absolute discretion, offer the Holidaymaker the option to treat the change as a Cancellation Event and clause 6 shall apply accordingly.

7.3) The Agent cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the brochure.

## **8. INSURANCE**

8.1) In order to minimise the financial risks associated with going on holiday it is strongly recommended that the Holidaymaker arranges travel insurance that matches their needs when booking the holiday

## **9. RESPONSIBILITIES OF THE HOLIDAYMAKER**

9.1) During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes (for the benefit of the Property Owner and the Agent) as follows:

9.1.1) that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation;

9.1.2) identify if there are any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed.

9.1.3) that the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party;

9.1.4) to show due consideration for other parties (to include, but not be limited to, refraining from abuses of the Property and/or dangerous, offensive or rude behaviour to the Property Owner, his representative or any third parties such as neighbours);

9.1.5) to allow the Property Owner or his representative access to the Property at any reasonable time during the period of the holiday;

9.1.6) to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left tidy, and in the same state of order in which it was found. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss;

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

9.1.8) to arrive after 3 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner and/or the Holiday Confirmation states otherwise;

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

9.1.10) to notify all other members of the Holidaymaker's party of these undertakings.

9.2) In the event of a breach of any of the undertakings set out in clause 9.1 the Property Owner (or his representative) can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

## 10. LIABILITY

10.1) The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at the Property entirely at their own risk.

10.2) The Agent shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is caused by the negligence or willful default of the Agent.

10.3) No representative, agent or sales person (whether employed by the Agent or not):

10.3.1) has authority to vary, amend or waive any of these Booking Conditions and no amendment or addition to any of these Booking Conditions shall be deemed to have been accepted unless accepted in writing by a senior manager of the Agent; and/or

10.3.2) has authority to make any verbal representations or provide additional information over and above information contained in the Agent's brochures and website. The Agent cannot accept responsibility and give no warranty in respect of information or representations not contained in these Booking Conditions, the Agent's brochures and/or the Agent's website.

## 11. COMMUNICATION AND INFORMATION

11.1) For the purpose of the Data Protection Act 1998, all personal and other information and details collected by the Agent in the course of its business, belong to the Agent and will not be disclosed to any third party except to the Property Owner (and/or his representatives) in connection with a Booking.

11.2) Provided the Holidaymaker has not told the Agent otherwise, the Agent may use the Holidaymaker's personal information for marketing the Agent's services.

11.3) If the Holidaymaker or other individual wishes to be removed from the Agent's marketing lists, they should contact the Agent by phone on 01947 820949 or by e-mail at: [info@yorkshirecoastalcottages.com](mailto:info@yorkshirecoastalcottages.com)

11.4) Telephone calls between the Agent and the Holidaymaker may be monitored or recorded by the Agent for training and quality control purposes.

## 12. COMPLAINTS

12.1) In the unlikely event the Holidaymaker may have cause for dissatisfaction, the Holidaymaker should contact the Agent immediately and the Agent will contact the Property Owner. The Agent encourages all Property Owners to take complaints from Holidaymakers seriously and to resolve them if at all possible.

12.2) If the Holidaymaker returns home before telling the Agent of their difficulties the Agent/Property Owner cannot accept any liability. In no circumstances can compensation be made for any complaints that are made after the booking has ended, or where the Holidaymaker has denied the Agent or the Owners the opportunity to try to put matters right during the Holidaymaker's stay.

12.3) If the Holidaymaker is unhappy with the Property Owner's response, the Holidaymaker should contact the Agent as soon as possible (and in any event within 28 days of the end of the holiday) and provide details of the complaint and the Property Owner's response.

12.4) Without prejudice to clause 2.2, upon receipt of details of a complaint from a Holidaymaker, the Agent may (in its absolute discretion) liaise with the Holidaymaker and the Property Owner and attempt to resolve the outstanding complaint.

12.5) This clause 13 is without prejudice to any cause of action the Holidaymaker may have against the Property Owner.

### **13. FORCE MAJEURE**

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

### **14. LAW AND JURISDICTION**

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.

These Terms and conditions supersede all previous issues.

## **ANNEX – HOLIDAY CANCELLATION PROTECTION SCHEME**

If, after your Booking is confirmed (in accordance with the process set out in the Booking Conditions), you find that you cannot take it for the following reasons:

- (i) the injury or illness (in each case requiring hospital treatment) or death of a member of your party;
- (ii) a member of your party being required in the United Kingdom for jury service or as a witness in a Court of Law (provided that they have had their written request for an alternative date refused);
- (iii) police requiring the presence of any member of your party following fire or theft at their home or place of business; or
- (iv) accidental damage to a member of your party's home, occurring within 14 days of the planned departure date or during the holiday and rendering the home uninhabitable,

in each case, provided that the member of your party in question was named on the Booking at the time of confirmation,

### **but not including:**

- (i) a re-occurring or pre-existing medical condition of any member of the party (pre-existing medical condition means any serious or recurring medical condition which has been previously diagnosed, investigated or treated in any way, at any time, even if this condition is currently considered to be stable and under control);
- (ii) a member of the party commits (or attempts) suicide, self-injury or any wilful act of self-exposure to peril (except where it is to save human life);
- (iii) death, injury or illness of any pets or animals;
- (iv) epidemic or pandemic (or fear thereof) as declared by the World Health Organisation, Department of Health or DEFRA;
- (v) a member of the party being under the influence of drugs (except those prescribed by a member of the party's registered doctor but not when prescribed for treatment of drug addiction);
- (vi) a member of the party being under the influence of alcohol or solvents or anything relating to a member of the party's prior abuse of drugs, alcohol or solvents;
- (vii) cancellation due to the pregnancy of any member of the travelling party when the expected date of birth is within two months of the start of the holiday;
- (viii) cancellation arising due to any circumstances which occurred prior to the date of making your booking (whether pre-existing medical conditions or otherwise);
- (ix) hazardous sports or pastimes;
- (x) divorce, separation or personal relationship breakdown; or
- (xi) failure to follow proper medical advice (including medical advice not to travel),

then, subject to all other scheme conditions being met, we will normally, but at our absolute discretion (as to both the refund and its amount), refund the rental charges you have then paid (or waive rental charges yet to be paid), less any 'extras' paid for at the time of booking (eg. Booking Fee, pet charges, linen or cot hire etc.) and an administration fee (£100.00) – in all cases to a maximum refund / waiver amount of £1,500.

In all other cases (ie those where the scheme qualifying conditions are not met) we will endeavour to re-let the period made available as a consequence of the cancellation, and if successful would normally consider a goodwill refund / waiver up to the value of the re-let holiday less any 'extras' paid for at the time of booking (as above) and an administration fee (£100.00) – again, in all cases to a maximum refund / waiver amount of £1,500.

Our decision as to your claim will be final in all cases.

### **Confirmation of Cancellation**

If you have to cancel your booking for any reason, you must immediately (and in any event within five (5) days of becoming aware of the circumstances requiring the cancellation) confirm the details in writing to us (by letter or email), failing which a cancellation shall not be effective and the terms of this scheme shall not apply. Notices are to be sent to:

Post – Yorkshire Coastal Cottages, 29 Skinner Street, Whitby, Yorkshire YO21 3AH

E-mail – [info@yorkshirecoastalcottages.com](mailto:info@yorkshirecoastalcottages.com)

In addition, where you consider that you may have a valid medical claim under this scheme, we will require as supporting documentation, that the registered doctor of the relevant member of the party must certify the relevant condition and confirm it was not a medical condition existing prior to the point of making the holiday booking and prevents the member of the party from taking up the booking.

### **General Scheme Conditions**

The scheme covers a full refund / waiver only and not a part refund / waiver. If the holiday ends prematurely after arrival for any reason, no refund / waiver will apply. The maximum value of any refund / waiver will be £1,500.

The scheme begins upon the date of booking and ends at midday on the day the stay commences.

You may opt out of the Holiday Cancellation Protection Scheme should you wish to do so but there is no monetary value to the scheme and the agreed cost of your holiday will remain payable in full.

The scheme does not apply to any Bookings made by customers resident outside of the UK. You are recommended to make your own cancellation protection arrangements in respect of such Bookings.

Once your Booking has been confirmed you will remain liable to pay the full amount of the agreed charges notwithstanding any cancellation or purported cancellation. This scheme provides for the only reimbursement / waiver of agreed charges that will be made in respect of your Booking and only upon the terms of the scheme outlined in this Annex.

We recommend that you take out your own cover for any issues not covered by this scheme, including specifically pre-existing medical conditions and other claims arising from circumstances which occurred prior to the date of making your Booking.