

BEFORE MAKING A BOOKING REQUEST THROUGH US, PLEASE READ THESE BOOKING TERMS CAREFULLY. WHEN YOU MAKE A BOOKING REQUEST THROUGH US (WHETHER BY THE SITE, EMAIL OR TELEPHONE), THESE BOOKING TERMS ARE DEEMED TO BE ACCEPTED BY YOU. WE DRAW YOUR ATTENTION IN PARTICULAR TO THE PARAGRAPHS HEADED 'OUR ROLE AND SCOPE OF OUR LIABILITY' (PARAGRAPH 3), 'WHAT WE ARE AND ARE NOT LIABLE FOR' (PARAGRAPH 16) AND 'OWNER'S LIABILITY' (PARAGRAPH 17). ALL KEY DEFINITIONS ARE IN THE 'WELCOME' PARAGRAPH.

1 Welcome

1.1 **You and us:** In these terms and conditions (which we call 'Booking Terms')

1.1.1 "**we**", "**us**", "**our**" means Hutton John Estate.

www.huttonjohnestate.co.uk (the "**Site**") and

1.1.2 "**you**", "**your**", means the holiday maker who is making a booking request.

1.2 **Bookings:** These Booking Terms apply to any booking you make through us for use of a holiday property (which we call a "**Property**") featured on our Site (and we call that booking of a Property a "**Booking**"). The Booking might be made on the Site, by email or by telephone.

1.3 When you make a Booking you are entering into a legally binding contract, as follows:

1.3.1 **Contract** is between Hutton John Estate and you for the use

of the Property. We call that use of the Property and any related services the "**Rental Services**"

The terms of the Rental Contract are:

1.3.1.1 these Booking Terms;

1.3.1.2 the dates (and time periods) for a Booking during which you will be entitled to use the Property (which we call the "**Holiday Period**");

1.3.1.3 the other details specific to your Booking including the Property and any restrictions notified to you during the Booking process (which we call the "**Booking Details**");

1.3.1.4 the charges payable by you to us for the use of the Property

1.3.1.5 any other special or additional conditions that we draw to your attention during the Booking process before we accept your Booking by providing you with a Booking Confirmation (as defined below).

1.4 **All the legal terms:** Before you use the Site, or make a Booking, please carefully read these Booking Terms, our Terms of Use (if any in place at the time you make your Booking) and all other policies we refer to in those documents (including our **Privacy Policy**, **Cookie Policy**, **Low Deposit Policies** and any other policy that we may bring to your attention when you are making a Booking). We recommend that you print or save a copy of these for your reference.

1.5 **Changes to these Booking Terms:** These Booking Terms were most recently updated on the date that appears at the top of this page. However, please be aware that we may update these Booking Terms from time to time. We may make these changes by posting a copy of them on the Site: please check the latest version of these Booking Terms before you make a Booking to ensure you understand the legal terms that apply at that time. Any changes will take effect 15 days after the date on which we post the modified terms on the Site. If you continue to use the Site after that period has expired, it means that you accept any such changes. The modified Booking Terms will not apply to any Bookings for which we have sent you a Booking Confirmation before the date when the modified Booking Terms come into effect.

1.6 **Questions?** If you have any questions about these Booking Terms, please contact us using the contact details on the website or your booking summary.

1.7 **Other Definitions:** In addition to the definitions above, to make these Booking Terms easier to read, we use a few other definitions which apply throughout. These are:

1.8.1 "**Balance**" means the balance of the Total Charges payable by you after payment of the Deposit as set out in paragraph 4.

1.8.2 "**Booking Confirmation**" is defined in paragraph 2.6.

1.8.3 "**Deposit**" means the initial instalment of the Total Charges quoted to you during the Booking process and payable by you when making a Booking. Please note, where you cancel a Booking after we send you your Booking Confirmation (as set out in paragraph 2.7) because you have changed your mind, your Deposit payment will be **non-refundable**.

1.8.4 "**Guests**" means holidaymakers other than you who are booked to stay at the Property during the Holiday Period under your Booking and includes, if we have approved, any additional visitors that are permitted to attend the Property during the Holiday Period.

1.8.5 "Total Charges" means the total charges that you owe to Us under this contract.

1.9 **How to read these Booking Terms:**

1.9.1 Whenever you see a general phrase followed by words like "include", "including", "for example", "such as" or "in particular" (or anything similar) the general phrase stays as a general phrase – what follows are just non-exclusive examples of the general phrase which in no way restrict the meaning or scope of the general phrase.

1.9.2 The bold headings at the start of each paragraph are just there as a "signpost heading" for what the paragraph is about. However, it is what is in the full paragraph itself that counts in terms of these Booking Terms. The signpost paragraph headings in no way restrict legally what the Booking Terms say or mean,

2 MAKING YOUR BOOKING

2.1 **To be eligible to make a Booking:** To be eligible to make a Booking that is a Rental Contract with the Us):

2.1.1 you must be 18 years of age or over and have the legal capacity to enter into legally binding agreements;

2.1.2 you must register with us on our Site (in advance or when Booking) or by telephone in either case by providing your full name, telephone number, email address and any other information that we may request in order to process your registration; and

2.1.3 you must possess a valid payment method such as a valid debit or credit card, PayPal account or any other digital option as accepted by our Site.

2.2 **What you confirm:** By submitting a Booking to us, you confirm that:

2.2.1 everything in paragraph 2.1 is true and accurate; and

2.2.2 you and the Guests agree to these Booking Terms.

2.3 How to make a Booking: You may make a Booking directly using our Site or by contacting us by telephone or by email using the details on the website. If you provide your Booking details to us by email, we will send to you a link to the Site so that you can make a Booking and pay us online or we shall arrange to call you and follow the telephone Booking procedure outlined at paragraph 2.5.2.

2.4 What making a Booking means: By making a Booking through us you are making an offer to:

2.4.1 enter into a Contract with the Us in relation to the Property you have selected;

and

2.4.2 pay us all amounts due in respect of the Deposit and Total Charges.

Please note that no contract between us creates any type of landlord and tenant relationship but only creates a temporary licence to occupy. We retain the right to enter the property.

2.5 The Booking Process: The following steps must take place before a Booking can be confirmed:

2.5.1 For Site Bookings:

2.5.1.1 You submit your Booking Details to us on the Site and provide your payment details which will be used by us to process the payment of your Deposit or Total Charges. Before submitting your Booking on the Site, the Booking process will give you the opportunity to review your Booking, including these Booking Terms and the Booking Details and, if you require, allow you to make any amendments to your Booking; and

2.5.1.2 you will receive an on-screen acknowledgement of your Booking and a receipt for your payment by email at the email address you have provided us.

2.5.2 For telephone Bookings:

2.5.2.1 We will read to you your Booking Details and various other details for you to confirm they are accurate and you are happy with these details. You may make any required amendments at this point. After this, we will then request your payment details and we will process payment of your Deposit or Total Charges in respect of your Booking; and

2.5.2.2 we will verbally confirm your booking reference and will send you a receipt for your payment by email at the email address you have provided to us.

2.6 Confirming your Booking: Provided we have successfully processed your Deposit (and any other payment, if required) and the Property is available for the Holiday Period, we will send you an email confirming your Booking together with a link to these Booking Terms and other details relating to your Booking. We call this the **“Booking Confirmation”**. **Please note that you must check your emails and post regularly. If we do not hear from you within 24 hours of sending, we will take it to mean you are happy with these details. Also, please let us know promptly about any change to your postal or email address so that you inform us how to communicate with you.**

2.7 When your Booking is confirmed and when contracts are formed: When we provide you with the Booking Confirmation (which will be at the point we send you the email confirming your Booking), we are accepting your offer as outlined in paragraph 2.4. **It is at this point, when we send you the confirmation email, which is your Booking Confirmation, that you enter into the legally binding Booking Contract with us.**

2.8 Your responsibility to check the Booking Confirmation: Please check all the details in your Booking Confirmation promptly after receiving the Booking Confirmation and notify us as soon as possible, and in all cases within 24 hours of receipt of your Booking Confirmation, if you think there are any mistakes or errors with your Booking. If you notice that it is you who have made a mistake, we may be able to amend your Booking but you could incur additional costs (see paragraph 10). If we have made a mistake with your Booking or it contains any errors, which are our fault, you will need to contact us within 24 hours of receipt of your Booking Confirmation to confirm your correct Booking Details to us so we can then reissue your Booking Confirmation. You will not incur any additional costs for this.

2.9 When we may cancel after a Booking Confirmation and costs involved: Even after we have sent you the Booking Confirmation we, have the right to cancel a Booking where we reasonably believe that:

2.9.1 the Booking is not legitimate;

2.9.2 you have broken or are likely to break any of the Booking Terms relating to a previous or current Booking;

2.9.3 any information you have supplied is incorrect or insufficient;
or

2.9.4 you have behaved in an inappropriate, abusive or unlawful manner to us, or our staff .

If we cancel your booking in any of these circumstances we will tell you in writing and we will have no further responsibility to you but you may have to pay us and third parties (as applicable) all costs and expenses reasonably incurred in providing you with the Booking Services, up to the date we cancel the Booking.

2.10 Unavailability of the Holiday Period. We may also have the right to cancel a Booking even after we have sent you the Booking Confirmation, where the Property is unavailable for your intended Holiday Period (and this is not due to an Unexpected Event (when clause 13.1 applies) or for one of the reasons referred to in clause 12 (when clause 12 applies)). If we cancel under this clause 2.10 we shall refund you the Rental Charges that you have already paid for the Booking.

2.11 Restrictions on Holiday Periods: There may be some restrictions on Bookings:

2.11.1 Maximum Holiday Periods: The maximum holiday period for any Booking is generally 28 consecutive days, and is always subject to availability of the particular Property. However, certain Properties may have a shorter maximum Holiday Period, which will be clearly stated on the relevant Property description page on our Site. You will not be permitted to make a Booking for a Holiday Period which is longer than this maximum period.

2.11.2 Minimum Holiday Periods: Certain Properties will only be available for Bookings of a minimum holiday period. Again this will be clearly stated on the relevant Property description page on our Site. You will not be permitted to make a Booking with a Holiday Period that is shorter than this minimum period.

3 OUR ROLE AND SCOPE OF OUR LIABILITY

(SEE ALSO PARAGRAPH 16 “WHAT WE ARE AND ARE NOT LIABLE FOR”)

3.1 Our promises to you: We will perform the Booking Services using reasonable care and skill.

3.3 Exclusion of liability: Our obligations to you are limited to those under the contract. We accept no responsibility for the acts or omissions of third parties who provide Third Party Other Services to you when your contract is with the relevant third party and not ourselves.

3.4 Descriptions on the Site: We make every effort to ensure that the descriptions relating to the Properties and Rental Services on our Site are accurate and complete. These descriptions include details of the Property and Rental Services including photos, the availability period of the Property for rental, the Rental Charges, the facilities available at the Property, maximum occupancy numbers, any accreditations and awards or descriptions of quality relating to the Property including star or tick ratings. If we discover a serious mistake or error relating to this information we will use reasonable efforts to correct this promptly on the Site and will contact you if that information relates to a Booking that you have already made.

3.5 Limits of descriptions on the Site: Descriptions of the Property and Rental Services and any ratings on the Site are not advice or recommendations given by us. If you are unhappy with any information relating to a Property or Rental Services or believe that they contain any inaccuracies or errors, please follow the complaints procedure set out in paragraph 19.

3.6 When services become unavailable or restricted:

Unfortunately, sometimes some services or equipment (including Rental Services provided by us or other third parties) or facilities (including amenities or attractions near by) in relation to a Property, which are detailed on our Site, may become unavailable or be restricted. As this is outside of our control, we do not accept any responsibility for any changes, unavailability or restrictions of these things.

3.7 Services for personal use only: Our Booking Services are available for your personal, private and non-commercial use only. You may not offer for resale any Booking Services without our express written permission. To be clear, you and your Guests are permitted to use the Property as private accommodation for work or business trips.

3.8 Wi-Fi and Phone Reception: We cannot (and do not) guarantee the speed of any broadband at the Property (or what you will be able to download or stream whilst there). If the description of the Property does not state that Wi-Fi is included it is not. Please be aware that internet and phone reception in rural areas can sometimes be poor or indeed non-existent. We shall not be responsible for such matters except, if the description of the Property states that Wi-Fi is included, we will be responsible for ensuring that Wi-Fi has been set up at the Property.

3.9 CCTV: We may be using CCTV systems for the safety and security of our property and guests. You may be notified as part of the description of the Property or at the Property itself that CCTV is in operation. If required, please contact us for details such as the purpose of the CCTV, the data being processed and how long any footage is retained, if this information is not already apparent at the Property.

3.10 The Property is in an agricultural area and there will occasionally be sounds and smells associated with countryside living that cannot be avoided. In respect of any Property there may be traffic noise. We shall not be held liable for noise or disruption coming from neighbouring properties.

4 CHARGES AND PAYMENT

4.1 What we tell you about the charges and when: Before submitting your Booking to us, you will be presented with or told the Total Charges payable for your Booking, together with a partial breakdown of the Total Charges such as:

4.1.1 the Booking Fee. This becomes non-refundable once your Booking is confirmed by us with a Booking Confirmation (other than as set out in paragraphs 2.10 and 11); and

4.1.2 any additional charges quoted during the Booking process when you make your Booking.

4.2 What we tell you about the Deposit and the Balance: If you are paying a Deposit rather than the entire Total Charges when making your Booking, you will also be presented with the date by which you will need to make payment to us for the Balance. The date you are required to pay the Balance will normally be 6 weeks before the start of your Holiday Period. Please note that we may (but are not obliged to) contact you via the contact details you provide us with to remind you of the due date for payment of the

Balance. You should also take note of when the Balance is due for your own reference. However, if the date the Balance would normally fall due for your Booking has already passed, we will ask you at the time of the Booking to pay the Balance too.

4.3 Forms of payment: We currently accept various forms of payment including via credit and debit card, PayPal or some other digital options. Please refer to our Site for details of the payment cards and other methods of payment that we currently accept.

4.4 Price fluctuations: Charges may change from time to time due to changes in demand, such as school holidays, but changes will not affect any Booking you have made which we have confirmed with a Booking Confirmation (subject to what we say in paragraphs 4.7 and 4.8).

4.5 Taking payments at the time of Booking: We take the payments due at the time of Booking from your chosen payment method once you have entered or otherwise provided your payment details and confirmed you wish to pay for the Booking, subject to payment authorisation.

4.6 Taking payments after you receive your Booking

Confirmation: If the Balance or any other additional payments are due after you receive your Booking Confirmation, then:

4.6.1 if you authorised us to take payment for these amounts from your chosen payment method when you made your Booking, we will automatically take payment using your original payment method. If there has been a change to the Total Charges (for example, due to changes in exchange rates), we will contact you before taking the changed payment; or

4.6.2 if you did not authorise us to take payment from your chosen payment method for these amounts when you made your Booking, or your chosen payment method that you authorised us to take payment from has expired or cannot be used by us and we contact you to inform you of this, you will need to make these payments either by using the payment feature within your account on the Site or by contacting us by telephone using the number set out on your booking summary.

4.7 Pricing errors found before a Booking Confirmation: We use our best efforts to ensure that these stated charges are correct at the time when you submit relevant information onto our systems. However, it is always possible that, despite our best efforts, some of

the charges on the Site may be incorrectly priced. We will normally check these prices as part of our confirmation procedures so that:

4.7.1 where the actual Total Charges are less than those quoted to you at the time you made your Booking, we will charge the lower amount when providing you with the Booking Confirmation; and

4.7.2 where the actual Total Charges are higher than those quoted to you at the time you made your Booking, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to book the Property at the correct (higher) charges or cancelling your Booking. We will not process your Booking or issue the Booking Confirmation until we have your instructions. If we are unable to contact you within a reasonable time using the contact details you provided during the Booking process, we will treat the Booking as cancelled, refund the amounts you have paid us, and notify you in writing.

4.8 Pricing errors found after a Booking Confirmation: If we accept and process your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing or we identify it within 48 hours of us accepting and processing your Booking, we may cancel your Booking, and refund you any sums you have paid to us.

4.9 If you think the amounts due are wrong: If you think any amounts of which we notify you as due are wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly notified sums from the original date that such payments were due.

4.10 VAT: Total Charges include VAT, where applicable, which you shall be responsible for paying.

4.11 Total Charges are per Property: Total Charges quoted are per Property (and not per person). It is your responsibility to check the total price before completing the Booking process.

4.12 Good housekeeping bond: Please note some Owners may charge a 'good housekeeping bond', which will be included alongside the charges quoted to you during the Booking process. If applicable to your Booking, the 'good housekeeping bond' may be paid by you as below

4.12.1 Payment deducted by us: we will tell you during the Booking process that we will hold the payment details you used to

make your Booking in order to collect the 'good housekeeping bond' via this payment method (if appropriate) and you authorise us to take this payment. If the payment details you have used to make your Booking have expired or cannot be used by us to collect the 'good housekeeping bond', then we shall contact you to arrange immediate payment of the bond from you. If you cancel the payment method provided to us for this purpose you must immediately provide us with an alternative payment method and authority for us to use it. The Owner must, within 7 days of the end of the relevant Holiday Period, notify us if they wish to claim all or part of the bond from you. If the Owner fails to notify us within this period then we will not collect any payment from you. If we do collect all any part of the bond, we will notify you in writing of the reasons for doing so. We have no control over whether the Owner instructs us to collect any part of the bond on their behalf, if you do not agree with the bond payment made to the Owner or deducted by us on behalf of the Owner, please follow the complaints procedure set out in paragraph 19.

5 CURRENCIES AND INTEREST PAYMENTS

5.1 **Base currency:** Unless otherwise stated, all charges are quoted in British Pounds Sterling.

6 YOUR RESPONSIBILITIES

7.1 **Information you provide:** You must make sure that all the information you provide in connection with your Booking, including all Booking Details, are true, accurate, current and complete.

7.2 **Your responsibility for transactions made under your name or account:** You accept full financial and other responsibility for all transactions made under your name or account that you hold with us. We will notify you of any payments that are due and you shall be responsible for paying them within the timescales that we specify.

7.3 **Your promises to us:** You promise to us that before, during and after the Holiday Period:

7.3.1 the number of people and pets occupying the Property will not exceed the number stated in the Booking Confirmation;

7.3.2 you cannot arrange for additional visitors to come to the Property or hold events (such as parties, celebrations or meetings) at the Property without obtaining the written consent of the Owner in advance;

7.3.3 the Property will be used solely for the purpose of a holiday or private accommodation by you and your Guests and will not be used for any commercial or business purpose. To be clear, you and your Guests are permitted to use the Property as private accommodation for work or business trips;

7.3.4 you will (and you will ensure that your Guests will) show all due consideration and respect for us and our representatives, neighbours and other persons or parties that have a connection with the Property. This includes refraining from abusing your right to use the Property or participating in any illegal, dangerous, offensive, inappropriate, violent or anti-social behaviour towards such people;

7.3.5 you will (and you will ensure that your Guests will) use the Property lawfully, will not abuse or damage any facilities provided and will comply with any health and safety or other policies or instructions notified to you by us in connection with the Property;

7.3.6 you will allow us or any representative of us (including any tradespeople) to access the Property at any reasonable time during the Holiday Period provided we provide you with reasonable advance notice (except where we require access to the Property due to an emergency, for example, if repairs need to be carried out or we becomes aware that you have breached, or have reasonable suspicion to believe that you will breach these Booking Terms);

7.3.7 you will 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 start of the Holiday Period and you will ensure that at the end of your Holiday Period the Property is left in the same state of order and cleanliness in which it was found. We **may charge you for any additional, reasonable charges for professional cleaning after the end of your Holiday Period where you have failed to comply with this paragraph. These charges are necessary in order to return the Property to its original state of cleanliness and tidiness for future bookings by other customers;**

7.3.8 you will report as soon as possible to us any breakages or damage caused by you or your Guests during the Holiday Period.

Without affecting any other remedies that we have, you promise to fully reimburse us for the cost of replacement or repair for such breakages or damage;

7.3.9 you will arrive at the Property no earlier than the time confirmed in your Booking Confirmation on the first day of your Holiday Period and you will vacate the Property by no later than the time confirmed in your Booking Confirmation on the last day of your Holiday Period) or any other times as otherwise agreed with us in writing;

7.3.10 you will not allow any person other than you and your Guests to use the facilities and amenities of the Property without our express permission;

7.3.11 you will provide us with any information that is reasonably requested from you or your Guests;

7.3.12 you will keep the location of all keys/access cards for the Property, which we shall provide to you (or otherwise provide you details of in the Booking Confirmation), confidential and return all of them and other access mechanisms at the end of your Holiday Period to the location requested by us in the Booking Confirmation or as we may otherwise request from you; and

7.3.13 you will notify all Guests before the Holiday Period starts of your and their obligations under this paragraph 7.3.

7.4 Your responsibility for Guests: You will be responsible for all Guests staying at the Property and the things they do (and do not do) even if you do not stay there yourself during the Holiday Period.

7.5 Your responsibility for travel and health documentation:

You will be responsible for ensuring that you, your Guests and any pets have the relevant travel and health documents and requirements needed for visiting the country in which a Property is located. These include any passport or other identification documents, visa requirements and, in the case of pets, any vaccines or microchips. We will not be liable for any expenses incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with such requirements.

7.6 Your responsibility to comply with the law: You will be responsible to ensure that you and your Guests comply with applicable laws (such as restrictions on travel or staying at properties due to health or lockdown or due to inclement weather).

7.7 Failure to comply with anything in this paragraph 7: If you or any Guest fails to comply, or is likely to fail to comply, with any of the requirements set out in this paragraph 7, we may refuse to allow you and your Guests to enter and stay at the Property or can require you and your Guests to leave the Property before the end of the Holiday Period. In either case, you will be treated as having broken the terms of the Contract and your Booking will be cancelled. In these circumstances, you will not receive a refund of any of the Total Charges and nor shall we be responsible for any other costs and expenses you have to pay due to you not being able to stay in the Property, such as the cost of finding any alternative accommodation or making alternative travel arrangements. This may also affect our decision as to whether or not to accept any future Booking from you.

7.8 Failure to comply with anything in these Booking Terms: We shall also not be responsible for having to find alternative accommodation for you if you have breached any of your obligations under these Booking Terms.

9 PETS

9.1 Allowance for pets and extra charges: Pets are only allowed at a Property where this is expressly agreed at or before the time of booking. There may be an additional charge for bringing pets, which we will notify you of at the time of Booking.

9.2 Pets in a Property when they are not allowed: If a pet is taken to a Property that does not allow pets, or the stated number/size of pets is exceeded, we have the right to:

9.2.1 refuse to allow you and your Guests to enter or stay in the Property; and/or

9.2.2 ask you and your Guests to leave the Property before the end of the Holiday Period; and you must comply.

9.3 Pets in a Property when they are not allowed – and ending the Rental Contract: If we exercise our rights under paragraph 9.2, we may end the Contract in accordance with paragraph 12.

9.4 Damage by pets, traces of pets – and extra charges: You will be responsible for all damage caused by your and/or your Guests' pets. For any pets allowed in the Property, you should remove all traces (inside and outside) from the Property of pet occupation before you and your Guests vacate the Property at the end of the Holiday Period. **The Owner may make an additional,**

reasonable charge for professional cleaning after your Holiday Period due to any pets that have stayed at the Property.

9.5 Pet rules: You must not allow pets on beds or on furniture within the Property. Pets must not be left alone in the Property (which include the garden and any outside areas) at any time.

9.6 Breaking the pet rules and ending the Contract: If you break the terms of paragraphs 9.4 or 9.5, we may notify you that you have broken those terms and if you continue to do so may end the Contract and require you and your Guests to leave the Property before the end of the Holiday Period.

9.7 Registered assistance dogs: Registered assistance dogs are allowed in all Properties featured on our Site, even where the property description states that pets are not allowed, provided that you comply with the provisions in paragraph 9.4. But you must notify us of the intended presence of any assistance dogs before Booking.

9.8 Allergy to animals: If you or your Guests have an allergy to animals, please be aware that we cannot guarantee that an assistance dog, or other animals, have not stayed in a particular Property recently. We, and the Owners, cannot accept responsibility for any health condition which may occur as a result of any animals having been present in a Property. It is your responsibility to make specific enquiries before making a Booking through us if you or your Guests have an allergy of any kind.

10 AMENDING, CANCELLING OR TRANSFERRING A BOOKING AFTER A BOOKING CONFIRMATION

10.1 Amending a Booking after the Booking Confirmation: If you would like to amend your Booking after the Booking Confirmation, please contact us directly using the contact details on the website. We may or may not agree.

10.1.1 If we do agree to amend the Booking, there may additional charges and an administration charge.

10.2 Cancelling a Booking after you receive your Booking Confirmation because you have changed your mind: If you change your mind after you receive your Booking Confirmation:

10.2.1 you are not entitled to obtain a refund for the Booking Fee

10.2.2 if you wish to cancel the Contract with us more than 6 weeks before the start of the Holiday Period, you will be entitled to a refund of the Rental Charges you have paid minus: (i) the Deposit; and (ii) all reasonably incurred charges for any other services that we provided **to you up to the date you cancelled the Rental Contract;** and

10.2.3 you do not have a right to cancel the Contract with us 6 weeks or less before the start of the Holiday Period

Transferring a Booking after a Booking Confirmation: You may not transfer your Rental Contract or a Booking Contract to another person. If you do not stay at the Property during the Holiday Period but your Guests do, you will still be legally responsible for all your obligations under this Contract including your Guests' compliance with them. Please see paragraph 7.4 for more details.

12 OUR RIGHTS TO CANCEL YOUR BOOKING OR END A RENTAL CONTRACT

12.1 Our rights to end the Contract (no refund): Without affecting any other right or remedy available to us we may cancel your Booking or bring to an end the Contract if:

12.1.1 you do not make any payment when it is due;

12.1.2 you do not, within a reasonable time of us asking for it, provide us with information, including any Booking Details to provide the Rental Services;

12.1.3 you fail to perform or comply with any of your obligations (when we consider your failure to be serious or important) contained in the Rental Contract, the Booking Contract or these Booking Terms, including if:

12.1.3.1 you or your Guests do not comply with the obligations set out in paragraph 7;

12.1.3.2 you do not comply with the applicable rules on pets in accordance with paragraph 9; or

12.1.3.3 you fail to pay any good housekeeping bond on the date that payment of the bond is due in accordance with paragraph 4.12; or

12.1.4 you are declared bankrupt, make any arrangement with or for the benefit of your creditors, are unable to pay your debts or have a county court administration order made against you.

12.2 Consequences if a Booking or Rental Contract ends in the circumstances of paragraph 12.1: If a Contract ends for any of the reasons in paragraph 12.1, then you will not be entitled to any refund of any Total Charges or other charges that you have paid in connection with your Booking. Also, we shall not be responsible for any other costs or expenses you have to pay due to this (such as the cost of finding any alternative accommodation or making alternative travel arrangements).

12.3 Our rights to end the Contract: Without affecting any other right or remedy available to us, we may cancel your Booking or bring to an end a Contract if:

12.3.1 we become aware of any health and safety or quality-related issue with the Property or its immediate surroundings (for example contamination to the Property's water supply).

13 EVENTS OUTSIDE OUR OR THE OWNER'S REASONABLE CONTROL

13.1 Force majeure leading to cancellation: We, have a right to end the Contract and cancel your Booking if an event occurs beyond our reasonable control (which is what we call an "Unexpected Event"). Examples of Unexpected Events include any law, guidance or action taken by a national or local government or public authority or any consequences of them; a fire or accident; epidemic or pandemic; act of God, flood, adverse weather conditions or other natural disaster, or any other event of any nature which prevents or is likely to prevent:

13.1.1 you and your Guests from staying at the Property for some or all of the Holiday Period; or
from us complying with our obligations under the Contract with you.

13.2 Alternatives after such a cancellation: If an Unexpected Event happens that results in your Booking or Contract being cancelled by us we will refund you the Rental Charges minus any cost and expense we have reasonably incurred in providing you with the Rental Services up to the date of termination. We shall have no further responsibility to you in relation to your original booking.

14 OTHER CONSEQUENCES OF A RENTAL CONTRACT ENDING FOR WHATEVER REASON

14.1 Consequences of the Contract ending: If the Contract ends during or at the end of the Holiday Period, you must:

14.1.1 leave the Property together with all Guests as soon as possible;

14.1.2 notify us that you and your Guests have left the Property and, if relevant, the reasons for doing so; and

14.1.3 return the keys/access cards to the location instructed by us.

14.2 Consequences of your decision to leave the Property before the end of the Holiday Period: If you leave the Property before the end of the Holiday Period of your own accord (and not due to an Unexpected Event or because you have ended the Rental Contract with one of your rights under paragraph 11.1) no refunds for any charges are payable.

15 INSURANCE

15.1 Some important advice: You are strongly advised to take out travel insurance with a reputable provider before booking to cover your Booking. If you do not do this then you are strongly advised at least to take out travel insurance with a reputable provider before departing for your holiday. Any insurance should ideally cover you for the total cost of your Booking (and your stay if that is different). It is your responsibility to check that your insurance cover is sufficient for your own purposes and any likely risks that may affect you or your holiday.

17 OWNERS' LIABILITY

17.1 What Owners are always responsible for: An Owner does not exclude or limit in any way their responsibility to you where it would be unlawful to do so.

17.2 An Owner's responsibility is limited to 'foreseeable' losses: Where we are responsible to you, they shall not be responsible to you for any losses unless they are a 'foreseeable' consequence of our failure to comply with a term of the Contract.

Losses are 'foreseeable' where they were contemplated by us at the time we sent you a Booking Confirmation.

17.3 Personal Belongings and Injury: You acknowledge that personal belongings and vehicles (together with their contents) belonging to you and your Guests are left at the Property entirely at your and their own risk. We accept no liability for any loss, damage or injury to you or your Guests, or your or their personal property during the Holiday Period, except to the extent such loss, damage or injury is caused by our negligence.

18 PRIVACY POLICY AND COOKIE POLICY

18.1 Privacy Policy: We take your privacy very seriously. Please read our [Privacy Policy](#) to see how we use your personal information, including the information you submit about yourself when making a Booking. By submitting your personal information to us, you agree to our use of that information in the ways described in our Privacy Policy..

18.2 Cookie Policy: Like many online services we use a feature called a 'cookie', which is a small data file that is sent to your browser from a web server and stored on your device's hard drive. References in these Booking Terms to 'cookies' also include other means of automatically accessing or storing information on your access device. By accessing the Site and/or entering into a Booking Contract with us, you are providing your consent for us to use cookies in the ways described in our [Cookie Policy](#). However, you may delete any of these cookies at any time if you wish - please see our Cookie Policy for detailed information on the types of cookies we use on the Site, the purposes for which we use each cookie, how you can disable and enable the use of certain cookies and the consequences of doing so.

18.3 Recording telephone calls: We may record telephone calls between us for monitoring and training purposes. If there is a dispute between us, we reserve the right to review any recorded calls between us and to use those recordings in the process of that dispute.

19 COMPLAINTS

19.1 Complaints generally: If you have any complaint please contact us by telephone or using our relevant contact details that we've provided on the Site promptly.

20 OTHER IMPORTANT TERMS

20.1 Electronic communications: You agree to receive communications from us and Owners electronically and that electronic communications will satisfy any legal requirement for communications to be in writing. r website:

<https://www.cedr.com/consumer/holidays/packageholidays/>.

21 CONTACT US

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