

# Terms & Conditions of Heritage Narrow Boats Ltd Bungalow Hire

## Booking Conditions

In these booking conditions, 'you' and 'your' means all people named on the booking form (including anyone who is added or replaced at a later date).

'We', 'us' and 'our' means Heritage Narrow Boats Ltd.

“Overseas” means any booking outside the UK’

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 brochure or website description of your chosen property); the Important Information section of the brochure, the website or other publication we tell you about; and any other written information we brought to your attention prior to confirming your booking.

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, or any similar legislation that applies in Scotland and Northern Ireland.

## 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.

As long as the property is available and we have received all the relevant payments from you, we will give you written confirmation 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 Heritage Narrow Boats will begin when we issue you with the written confirmation. For bookings made within 14 days of the departure date, you will have a binding contract with the us when we give written confirmation.

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 post unless you tell us at the time of booking that you would prefer it to be provided by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, we will not have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If

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anything is not correct, you should tell us immediately. Please ensure that names are exactly as stated.

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

Even if we have sent a written confirmation, we 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 (iv) you have behaved in a vexatious, abusive or unlawful manner to our staff. If we cancel your booking, we will tell you in writing and we 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, or by sending us a cheque. We only accept payment in pounds sterling. We must then receive the rest of the money owed no less than 12 weeks before the start of your stay. You must settle the amount owed before that date, however, if you book less than 12 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. For any arrangements booked less than two weeks before the start of your stay, you must pay for the booking in full by debit or credit card, or by bank transfer, at the time of booking.

If you do not pay any payment due in relation to your booking by the appropriate date we, are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of Section A, clause 5b. You may also need to pay additional charges. Please see section A, clause 5b.

### 3 Pricing

We keep the prices charged 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.

All accommodation prices are for the property as a whole and are not on a per person basis.

### 4 Brochure and website details

We aim to make sure that the information provided is presented accurately on our

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website, in brochures 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 we 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 for any changes or closures to local services or attractions mentioned in the brochure or on our website. Wi-Fi, 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 purposes. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi.

### **5 If you change or cancel your booking**

#### a) Changes

If you want to change any detail of your confirmed booking, we will do our best 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. Also, we cannot guarantee that we will be able to meet your request.

Changes can only be accepted in accordance with these terms and conditions. Plus, where we can meet your change request, you will have to pay any costs incurred by us in facilitating this change for you, which will be charged at the current brochure or website price, which may be different from the price in the brochure or website from which you booked your chosen arrangements.

#### b) Full cancellations

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.

The day we receive your notice by phone to cancel is the date on which we will cancel your booking with us. Depending on your reason for cancellation, you may receive a refund of all money you have paid to us for your booking (apart from booking fees and any amendment charges, and credit-card charges you have already paid).

The conditions for getting a refund referred to above only apply if the cancellation applies to all members of your party. All prices are for the whole property and not on a per person basis.

Under your contract with us, to qualify for a refund you must have one of the following reasons and you may be asked to send evidence:

- Illness or pregnancy (we will need to see medical evidence that you or a member of the party is unfit to travel). We will not cover pregnancy if the relevant person was pregnant before the booking was made. And we will not make a refund if the woman is due to give birth within 14 weeks of the arrival date home
- Death.
- Redundancy (as long as the employment has been a continuous with the same employer for at least three years).
- Jury or witness service (in a court of law).

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- Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, son or daughter, son or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother or fiancé or fiancée).
- The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your holiday or within the seven days before this.
- You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost booking from another source) or
- You are placed in quarantine.

Please note that all of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of your booking. This particularly applies to pre-existing illness.

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 the reason for cancellation does not fall within one of those given above, for example, you do not want to travel, your leave is cancelled by your employer (other than HM Forces or the police) and so on, you will have to pay a cancellation charge based on the number of days before the arrival date at the property that we receive notice, as shown in the following table. This means that if you have paid the balance of your total holiday 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 booking cost, including any booking fee and the premiums for any insurance (if you have bought this) by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.

For the purpose of the table below, total cost means the total cost of the accommodation booking, including any extra items. You will still have to pay any insurance premiums, booking fees, credit-card charges, and administration fees for making any changes. If you have already paid insurance premiums, booking fees, credit-card charges, and administration fees, we will not refund these if you cancel. If you have already paid insurance premiums, booking fees, credit-card charges, and administration fees, we will not refund these if you cancel.

### Cancellation charges

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, any insurance premiums or administration fees you owe)
More than 84 days	Full deposit (including any balance of the deposit due)

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43 to 84 days	50% of the total cost or full deposit (including any balance of deposit due), whichever is greater.
29 to 42 days	75% of total cost
8 to 28 days	90% of total cost
7 days or less	100% of Total cost

## c) Cutting short your stay

You can also get a refund as set out above if you show that your stay in the UK is cut short for any of the reasons set out in b above. In this case, we will refund the appropriate percentage of the cost of your stay. This only applies if everyone from your party leaves the property. If your stay is cut short for medical reasons affecting any person in your party, you will need to produce a certificate from a local doctor, confirming that they needed to return home.

## 6 Cancellations or changes by the owner or service providers

We do not expect to have to make any changes to your booking. However, sometimes problems happen, and bookings have to be changed or cancelled or mistakes in brochures or other details corrected.

## 7 Events beyond our control

Unless we say otherwise in these booking conditions, unfortunately we will not be legally responsible for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we could not, even with all due care, avoid, including:

- strike, lock-out or labour dispute;
- natural disaster;
- acts of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction, including advice from the foreign office to avoid or leave a country;
- accident;
- breakdown of equipment or machinery;
- insolvency or bankruptcy of an owner or service provider;
- fire, flood, snow or storm;
- difficulty or increased cost in getting workers, goods or transport; and
- other circumstances affecting the supply of goods or services.

## 8 Your property

We have set the following conditions on your stay at the property:

Arrival and departure- You can arrive at your property at any time after 4pm (unless we tell you otherwise, for example on your confirmation) on the start date of your

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rental period. You must leave by 10am on the last day. If your arrival will be delayed beyond 5pm on the start date of your rental period, you must contact the person whose details are given in the location guide. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let the person whose details are given on the location guide 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.

Security deposits - We require payment of a security deposit. 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 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;
- Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.

Maximum occupancy - You also must not allow more people than the brochure 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 us. If you do any of these things, we can refuse to hand over the property to you, or can repossess it. If we have to do this, we will treat this as you are cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we 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.) We are under any obligation to find any alternative accommodation for you.

Pets - Pets are not allowed. No Smoking including E-cigarettes.

### **9 Damage**

You are responsible for and agree to reimburse us all costs incurred as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. We will ask for an extra payment from you to cover any such costs.

We expect the accommodation to be left in a reasonable state on departure. If in our opinion, additional cleaning is required, you will be liable to the owner for the cost of this cleaning.

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## **10 Right of Entry**

We are allowed 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 any of these booking conditions.

## **11 Unreasonable behaviours**

We can refuse to hand over their 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 if 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. If this happens, the contract between you and the owner will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you.

## **12 Governing law and jurisdiction**

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

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