

# 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 Vacation Rentals (UK) Ltd of Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA. "Overseas" means any booking outside the UK.

## Dartmouth Holiday Homes is a trading name 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 brochure or website description of your chosen properties);
- 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.

We arrange bookings of properties and travel arrangements either as:

- agent of the owner of the property;
- agent for Novasol A/S, a company which acts as agent for owners of properties in France and Italy;
- agent for transportation companies and any other service providers mentioned in this brochure or website (service provider).

When you book a property either with us acting as agents for the owner or as agent for Novasol A/S as set out above, 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 agents 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 or failure to act of any owner or supplier or other person connected with your booking. Your contract will be with the supplier of the arrangements. When making your booking we will arrange for you to enter into a contract with the applicable supplier. Your booking with us is subject to these booking conditions and the specific terms and conditions of the supplier you contract with.

All properties on our website and in our brochures 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, or any similar legislation that applies in Scotland and Northern Ireland.

### Important information - ferry and Eurotunnel bookings

If you book arrangements with us which include a property plus a ferry or Eurotunnel crossing, 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. If you have booked a package holiday with us, then please also read section B of these booking conditions. Clauses 7b, 7c, 10 and 17 of section A do not apply to your booking.

**Please also note that Clauses 7b and 7c of Section A do not apply to any overseas bookings. Clause 6 in Section B applies to all overseas bookings and to all package holiday bookings which include Eurotunnel or ferry crossings.**

## 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 (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 will begin when we issue you with the written confirmation on behalf of the owner. For bookings made within 14 days of the departure date, you will have a binding contract with the owner when we give written confirmation of your booking 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 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 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, on behalf of the owner, Novasol A/S 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 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. 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 unless you fully confirm the booking.

Even if we have sent a written confirmation, we on behalf of the owner, Novasol A/S 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 (iv) you have behaved in a vexatious, abusive or unlawful manner to owners, suppliers or to our staff. If we cancel your booking, we will tell you in writing and neither we nor the owner, Novasol A/S 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, 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 10 weeks before the start of your stay, or no less than 12 weeks where the property is stated to sleep 10 or more people. 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 (or less than 12 weeks before the start of your stay where the property is stated to sleep 10 or more people), 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, on behalf of the owner, Novasol A/S 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 either Section A, clause 7b or Section B, clause 6 will apply, as applicable. You may also need to pay additional charges. Please see section A, clause 7b or Section B, clause 6 as appropriate.

There is no charge for debit or credit card payments. If your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35.

Please note that we act as an agent and that other than any booking fee (which we may charge ourselves for the services we provide in administering your booking) all charges (including cancellation charges) and refunds are made for and on behalf of the owner, Novasol A/S or the service provider as appropriate.

Except where otherwise advised or stated in, all monies you pay to us for the arrangements (except for insurance premiums, bookings fees and our commission) will be held by us on behalf of the owner, Novasol A/S or service provider and forwarded on to them 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, with the exception of French local tourist tax which will be payable in addition. You may also be required to pay any additional taxes that arise after your booking has been confirmed.

By making a booking, you are agreeing to make payment in respect of the applicable French local tourist tax as described in the Important Information section on our website. The exact amount of tax will depend on a number of factors including the property in question, its location and the duration of your stay, but will be a maximum of €4.60 per adult, per night. You are obliged to make payment in respect of this tax when you pay your final balance, in GBP at an exchange rate £1/€1.126. If you already paid in full when booking, we'll take the local tax charge as an additional payment from the last card used to make payment to us. It is possible that the applicable rate of tax may increase between the date on which you make payment for your holiday and the date on which your holiday starts. In this situation, we will notify you of the additional amount of tax due, and will take an additional payment in respect of this increased amount of tax from the last card used to make payment, with such payment being taken on or around the date your holiday starts.

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 as a whole 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 in our brochure and on our website and will be shown as a separate charge on your confirmation.

### **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 (33% of holiday cost\*) 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 section 7 for details on cancellations. 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.

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

### **5 Brochure and website details**

We aim to make sure that the information provided by owners, Novasol A/S and service providers is presented accurately on our 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 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 for any changes or closures to local services or attractions mentioned in the brochure or 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.

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 purposes. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi.

## **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 accommodation 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 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. Some owners/service providers may treat changes to your dates or property as a cancellation of the original booking and so you will have to pay cancellation charges. Also, we cannot guarantee that the owner or service provider concerned will be able to meet your request. 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 we have already issued your 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 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 (This does not apply to ferry/Eurotunnel-inclusive packages or to any overseas bookings - see section B, clause B6 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. The day we receive your notice by phone to cancel is the date on which we will cancel your booking with the owner.

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. 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.**

#### **Cancellation charges**

<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 More than 84 days (properties stated to sleep 10 or more people)	Full deposit (including any balance of the deposit due)
57 to 70 days 57 to 84 days (properties stated to sleep 10 or more people)	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 to 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. 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, and you may be liable to pay such charges in the event of cancellation in accordance with the cancellation policy of the local agent or other service provider. Other service providers may charge higher cancellation charges

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

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

#### **d) Part cancellations**

If only one person 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).

#### **8 Cancellations or changes by the owner or service providers**

The owners, Novasol A/S and service providers 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. Owners, Novasol A/S 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 cancellation – we will let you know about minor changes by post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change. However, we will have no further liability to you.

#### **9 Events beyond our control**

Unless we say otherwise in these booking conditions, unfortunately we or the owner, Novasol A/S or service provider will not be legally responsible or have any liability to you either jointly or individually if we or they are prevented or delayed from carrying out our responsibilities under this contract as a result of events beyond our control and the inability or delay in carrying out such responsibilities will not be treated as a breach of these booking conditions. This means an event we or they could not, even with all due care, avoid, including but not limited to:

- 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, for example, advice from the foreign office or other health or governmental or local authority to avoid or leave a country or a regional area within a country;
- significant risk to human health such as the outbreak of a serious disease at the travel destination;

- 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.

**10 Our legal responsibilities to you (This does not apply to ferry and Eurotunnel inclusive bookings, see section B, clause 4 below.)**

As we act only as agents for the owner, Novasol A/S or service provider, we cannot accept any legal responsibility for any act or neglect on their part or of anyone representing or employed by them. And we cannot accept any liability 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. Your contract is either with the owner, Novasol A/S and/or the service provider and is governed by their terms and conditions, which may contain other limits on their legal responsibility. Our responsibilities to you 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, Novasol A/S 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. If we are found to be at fault in relation to any service we provide (as opposed to any service provided by the owner, Novasol A/S 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 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 their 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**

We recommend that you take out enough travel insurance to cover you for your total stay.

**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 confirm your booking and give us full details in writing as early as possible before you travel. If the owner, Novasol A/S or service provider reasonably feels unable to properly meet that person's particular needs, we can 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 at any time after 4pm (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 10am on the last day. If your arrival will be delayed beyond 8pm 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 - Some owners require payment of a security deposit. 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 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 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.

Pets - Pets are not allowed unless we say so in the brochure/website. If you take a pet with you, it is not allowed upstairs, on beds or furniture, or in any shared facilities, such as swimming pools or shops. 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 in this brochure even if the property description says that pets are not allowed. NB: if you are travelling to France or Italy with a registered assistance dog, please contact us before making your booking. 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 in our brochure or on our website. If there is a charge for taking a pet, you will be told at the time of booking.

No Smoking - most properties are no smoking (including E-cigarettes), if you require a smoking property then please contact us

Under 1 hour to airport feature -This is a guide only, calculated on the airport being up to 40 miles from the area that you are booking

### **15 Damage**

You are responsible for and agree to reimburse to the owner and us all costs incurred by the owner and/or us 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. The owner and/or we can ask for an extra payment from you to cover any such costs.

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

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.

### **16 Right of Entry**

The owner is 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, the owner's own terms and conditions or any other terms that apply to your booking and/or the property. The owner or its representative also is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens, you will be given reasonable notice first.

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 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.

The owners of all properties can end 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 spoil 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 or is likely to break 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 told about. If this happens, you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs the owner has as a result of your behaviour as set out in 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, Novasol A/S 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, Novasol A/S 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 or Novasol A/S or service provider fail to meet any special request, it will not mean we or they have broken your contract.

### **19 Complaints (This does not apply to ferry and Eurotunnel inclusive bookings.)**

If you want to complain, we, together with the owner, Novasol A/S 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 or Novasol A/S and/or service provider, you should put any queries or concerns to them. It is essential that you contact the owner 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 is told promptly. If you discuss the problem with the owner or their representative during your stay at the property, 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, after this, you feel that the problem has not been dealt with to your satisfaction, you must, within 28 days of returning from your stay, put your complaint in writing to us. We will then pass this on to the owner. Send your letter to our office at Dartmouth Holiday Homes, 16 Duke Street, Dartmouth, Devon, TQ6 9PZ marked for the attention of the General Manager. Or you can send an email to [dhh@dartmouthuk.com](mailto:dhh@dartmouthuk.com). We have designed this procedure to make sure we can sort out complaints as quickly as possible. Please help us and the owner to help 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 complaint. If we help to sort out a complaint, we are doing so as an agent only and 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 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.

## **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.

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

**Where your booking includes accommodation plus a ferry or Eurotunnel crossing, 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, with the exception of French local tourist tax (please see section A clause 3) for details of your obligation to make payment in respect of French local tourist tax). We worked out the accommodation prices shown in our brochures and on our website based on the known costs and on an exchange rate of £1 to 1.126 euro.

We keep the prices charged by the owner or service provider under constant review and the prices of arrangements may be increased or reduced at any time. Ferry and Eurotunnel prices shown on our websites or in our brochure are provided by suppliers and may also be amended at any time before purchase.

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 resulting from the cost of fuel or other power sources;
- The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- the exchange rates which have been used to work out the cost of your package.

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 £1.00 per person. If this means that you have to pay 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, 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**

We provide full financial protection for our package holidays which don't include flights, by way of a bond held by ABTA Limited, of 30 Park Street, London, SE1 9EQ. our ABTA membership number is Y0662 (Accommodation only sales) and L4801 (Packaged holiday sales)]. Please visit [www.abta.com](http://www.abta.com) for further information. 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 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 resort/area. 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 three options:

- (for significant changes), you can accept the changed booking arrangements we offer you; or
- 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
- if available, accepting 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
- 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;
- If we cancel your booking and no alternative arrangements are available.

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. These circumstances may include, but are not limited to, those listed under 'Events beyond our control' in clause 9 of Section A; 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 by 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. These circumstances may include, but are not limited to, those listed under 'Events beyond our control' in clause 9 of Section A. 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 this 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 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 three times the value of the booking (or the relevant part if not all the booking is affected). The level of compensation will take into account all relevant factors, including the 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 cooperate with us and our insurers in this.

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

- The fault of the person affected or any members of their party;
- The fault of someone not connected with providing your holiday which we could not have predicted or avoided;
- 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. These circumstances may include, but are not limited to, those listed under 'Events beyond our control' in clause 9 of Section A.

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 (for travel by air) and 1177/2010 (maritime passenger rights). 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) relate 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.

#### **B5) Passports and visa information for package bookings**

A passport is required for the overseas destinations that we feature. Photo identification may be required by airlines and ferry companies even if you are travelling within the UK – e.g to Northern Ireland, please check with the transport provider. The passport, visa and health requirements which apply, at the time of printing, to British citizens are shown in our brochures and 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 bookings which include ferry and Eurotunnel crossings**

##### **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 in the brochure or on the website. The day we receive your notice by phone is the date on which we cancel your booking. If you cancel, we will make a cancellation charge, as shown in the table below. This means that if you have paid the balance of your total 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 extra items. You will still have to pay any insurance premiums, ferry or Eurotunnel charges, booking fees and administration fees for making any changes. If you have already paid insurance premiums, ferry or Eurotunnel charges, booking fees and administration fees, we will not refund them if you cancel.

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 notified not less than 7 days before departure;
- you pay any outstanding balance payment, an amendment fee of £35 for each change or £60 for each change if we have already issued your travel documents., as well as any additional fees, charges and other costs arising from the transfer; and
- 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. In the case of ferry and Eurotunnel bookings, you may need to buy new tickets at a higher price.**

#### Cancellation charges

<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, ferry or Eurotunnel charges, any insurance premiums or administration fees you owe)</b>
More than 70 days More than 84 days (properties stated to sleep 10 or more people)	Full deposit (including any balance of the deposit due) plus the total cost of any ferry or Eurotunnel booked.
57 to 70 days 57 to 84 days (properties stated to sleep 10 or more people)	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. 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.

**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 have a problem while you are abroad, you must let the relevant owner or service provider (for example ferry operator) know immediately so that the matter can be put right. If the owner or service provider cannot sort out the problem to your satisfaction at the time, you must also contact us immediately by phoning the Customer Service line on the number shown on your confirmation, so that we have the chance to help. If a complaint cannot be sorted out at the time, you must write to us within 28 days of returning to the UK, quoting the original booking reference and giving all relevant information. If you do not take these steps, it will prevent our ability to sort out the problem or investigate it fully and, as a result, your rights under the contract may be affected. Send your letter to our office at Salcombe Holiday Homes, Orchard Court, Island Street, Salcombe, Devon, TQ8 8QE marked for the attention of the General Manager. Or you can send an email to [shh@salcombe.com](mailto:shh@salcombe.com). We cannot accept legal responsibility for any claims which you do not let us or our owners, Novasol A/S or 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.

The prices and booking conditions displayed supersede all those previously published.

Prices and booking conditions may be updated, changed or varied subsequently. Please see our website for the latest details.

Vacation Rentals (UK) Ltd

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