

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 Wyndham Vacation Rentals (UK) Ltd of Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AAA.

Hoseasons Cottages is a trading name of Wyndham 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); and
- the Important Information section of the brochure, the website or other publication we tell you about.

We arrange bookings of properties either as:

- agent of the owner itself (owner) or
- agent for Novasol A/S a company which acts as agent for owners of properties in France and Italy.

We also act as agent for transportation companies and 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 book any travel or other services through us, you are entering directly into a contract with the owner or the service provider (whichever applies). Amounts payable for the accommodation or other services that you book through us are collected on behalf of the owner, Novasol A/S or the service provider (whichever applies) and we may charge a fee for arranging your booking (booking fee).

As we act as agents when taking your booking, we accept no legal responsibility for any contract you enter into for the accommodation or for the acts or failure to act of any owner or supplier or other person connected with your booking.

Important information – ferry and Eurotunnel bookings

If you book accommodation arrangements with us which include 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, Package Holidays and Package Tours Regulations 1992. We only class bookings which include both accommodation and a ferry and Eurotunnel crossing as a package. All other arrangements, including transport and accommodation, booked through us separately at a non-inclusive price, as agent of the various suppliers or owners are not classed as a package. If we class your booking as a package then please also read section B of these booking conditions. **Clauses 7b, 7c, 10 and 17 of section A do not apply to bookings classed as a package.**

Please also note that Clauses 7b and 7c of Section A do not apply to any overseas bookings.

Clause B6 applies to all overseas bookings and to all bookings which include Eurotunnel or ferry crossings

Section A

1 Making your booking

All bookings depend on the property 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 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 conditions. You are responsible for making all payments due to us.

As long as the property is available and we have received all the relevant payments, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details and the amount you still owe for the booking. Your binding contract with the owner will begin when we issue the written confirmation. For bookings made within 14 days of the departure date, you will have a binding contract with the owner when we give spoken or email 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.

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 us 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. If you book through a travel agent, we will send your confirmation and all other documents to your travel agent.

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

2 Payment

When you book, you should pay the deposit amount then due (plus any insurance premiums you have decided to pay) 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 trip. However, if you book less than 10 weeks before the start of your trip, we must receive full payment of the total cost (including any insurance premiums) when you make the booking. For any accommodation booked less than two weeks before your intended stay, you must pay for the booking in full by direct debit or debit card or credit card or by bank transfer, at the time of booking.

If you do not make 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 sections 7 b or B6 will apply. You may also need to pay additional charges. Please see sections 7b or B6 as appropriate

If you pay by credit card, we will charge up to 2.5% for each payment made this way to cover costs and charges we have to pay in connection with credit-card payments. If your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £26.

3 Pricing

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

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 rates of currency.

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

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.

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 with these booking conditions. 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, plus any booking fee, ferry or Eurotunnel charges 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 also decide to extend any offer.

5 Brochure and website details

We aim to make sure that the information provided by owners is presented accurately on our website, in brochures and other promotional literature or material we produce

and provide. There may be small differences between the actual property and its description. This is usually because the owners 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. 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 and is provided for pleasure not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted provision of Wi-Fi. 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 or its facilities and services, unless this was caused by our negligence.

6 ABTA membership

We are a member of ABTA, membership number Y0662 (Accommodation only sales) and L4801 (Packaged holiday sales). Please see section B2 for details of where financial protection applies to package holiday bookings if we become insolvent. As an ABTA member we have to maintain a high standard of service to you under their code of conduct. We can also offer you an arbitration scheme to sort out any disputes arising out of, or in connection with, this contract. You can get more information on the code, and arbitration, on ABTA's website at www.abta.com

The arbitration scheme is run independently by CEDR (Centre for Effective Dispute Resolution). It provides a simple and cheap form of arbitration where CEDR makes a decision based on documents alone. There is also a limit of costs you will be asked to pay. The scheme does not apply to claims for an amount of more than £5,000 per person. There is also a limit of £25,000 per booking form. It also does not apply to claims which are only for physical injury or illness, with a limit of £1,500 on the amount the arbitrator can award per person for minor injuries. CEDR must receive your application for arbitration and statement of claim within eighteen months of the last date of your booking. Outside this time limit, arbitration under the scheme may still be available if we agree. However, the ABTA code does not say we have to agree to this.

For injury and illness claims, you may like to use the ABTA mediation procedure. This is a voluntary scheme and we have to agree for mediation to go ahead. The aim is to help you sort out your dispute in a quick and cost-effective way. You can ask us for details or go to www.abta.com. Or, you can write to ABTA Ltd, 30 Park Street, London SE1 9EQ or phone: 020 3117 0500.

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. Also, we cannot guarantee that the owner or service provider concerned will be able to meet your request. You must also enclose a payment of £26 with this notice for each change or £41 for each change if we have already issued your travel documents. Plus you will have to pay any costs we have to pay to the owner or other service provider. We will charge for any amendment 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. We may treat changes to your dates or accommodation as a cancellation of the original booking and so you will have to pay cancellation charges. Individual party members may be able to transfer their place to someone else introduced by you if they pay the charges shown above and as long as we are told at least two weeks before your departure date. If we can make a transfer, you must pay all costs and charges we have to pay or which the owner or other service provider (including ferry and Eurotunnel providers) makes to us as a result, together with the appropriate amendment fee as set out above, before the transfer can take place

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.

b Full cancellations

(This does not apply to ferry-inclusive packages or to any overseas bookings – see section B6 instead)

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. The day we receive your notice by phone to cancel is the date on which we will cancel your booking with the owner.

Depending on your reason for cancellation, you may receive a refund (authorised by the owner) of all money you have paid to us for your booking (apart from booking fees and, if it applies, the premium for any personal travel insurance you have arranged with us, any amendment charges, and credit-card charges you have already paid). We will also keep a cancellation administration fee of £51 for each week or part of a week per booking.

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 the owner, 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 two years).
- Jury or witness service (in a court of law).
- 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).
- Your home is damaged and cannot be lived in because of fire, storm, flood, subsidence or malicious damage.
- 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.

You may also receive a full refund if you cannot reach your destination due to snow or flood conditions or as a result of being involved in an accident while on the way there (This only applies if you have made every effort to try and complete your journey. You will need to produce evidence to us from the police or Highways Agency).

Although a refund is available in these circumstances, you may prefer to delay your arrival. In these cases, we will give you a 15% refund for each 24-hour delay (up to 72 hours maximum = 45%). For short breaks, we will give you a fixed refund of 45 % for all arrivals delayed for more than 24 hours.

We will ask you to fill in a booking cancellation form which may need signing by a medical practitioner or employer. In this case we may also need you to give us more information/evidence from other people (we will tell you at the time).

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.

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.

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, insurance premiums, credit-card charges or administration fees you owe)
More than 70 days	Full deposit (including any balance of the deposit due)
29 to 70 days	50% of the total cost or full deposit (including any balance of deposit due), whichever is greater.
15 to 28 days	75% of total cost
14 days or less	90% of total cost
On arrival date or later	Total cost

If you live outside the UK and have booked through a local agent, the term 'total cost' in the above cancellation charges table means the amount paid by your local agent to us after taking off any booking fees, insurance premiums and any administration charge paid to us for making any changes. 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. Other service providers may charge higher cancellation charges.

c Cutting short your stay (UK only)

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.

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, we may provide a refund of any per person charges remaining after taking off any cancellation charges made by the service provider concerned. 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 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, websites or other details corrected. The owner and service provider has 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.

9 Events beyond our control

Unless we say otherwise in these booking conditions, unfortunately we or the owner or service provider will not be legally responsible either jointly or individually 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 that we or the owner or service provider could not, even with all due care, expect or 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;
- 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 B4 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 as all properties are only controlled by the owners. Your contract with the owner is governed by their terms and condition, which may

contain other limits on their legal responsibility. If you have any complaints about any services we provide (as opposed to any 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. We will not pay more than the commission we have earned for the booking, plus any expenses you cannot recover from elsewhere, 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 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, 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 owners and service providers provide you with 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

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

For all overseas bookings, we consider it essential that you arrange enough travel insurance for your trip. Details of the Personal Travel Insurance policy we offer are shown in our brochures and on our website. If you decide not to buy this insurance, you must take out other personal travel insurance that provides equivalent or better cover to the policy we offer. You must also give us details of your policy (insurer and policy number) in writing. If you fail to do so, we will add the appropriate premiums for the insurance we offer to your booking confirmation. We do not check insurance policies to make sure they are suitable. You are responsible for covering us if we suffer any losses or expenses arising out of your failure to take out proper insurance cover. We strongly advise you to take out insurance which will cover any damage which may happen to property which belongs to other people and which may get damaged.

If you are booking more than 10 weeks before your departure date, we will assume your deposit payment includes the relevant premiums for the personal travel insurance we offer for everyone named on the booking unless you give us the details of your insurance in writing at the time of booking. For bookings made within 10 weeks of the departure date, you must pay us the premiums in full at the time of booking as cover will not apply until then. We can refuse or cancel a booking if you do not have personal travel insurance cover that matches or is better than that provided by the insurance we offer. We will treat any cancellation for this reason as a cancellation by you and you will have to pay the cancellation charges set out in clause 7 above. Please read your policy details carefully and take them with you on holiday. It is your responsibility to make sure that the insurance cover you buy is enough for your needs.

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 or service provider reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

14 Your property

Arrival and departure- The owner has set the following conditions on your stay at the property. 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. 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.

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, and to behave in a way at all times while at the property which does not break any law. You and all members of your party also agree not to use the property for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay in it who we have not previously accepted on behalf of the owner. You are responsible to the owner for the actual costs of any breakage or damage in or to the property – along with any extra costs that may result - which are caused by you or any members of your party. The owner can ask for an extra payment from you to cover any related costs.

The owner can refuse to allow you into the property or ask you to leave if they reasonably believe you or any member of your party (or any other person you have invited to the property) are behaving illegally or antisocially or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any members of your party or any person you have invited to the property. We will treat these circumstances as a cancellation by you.

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

You must allow the owner or their representative (including workmen) access to the property at any reasonable time during your stay (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, the owner can enter the property at any time without giving you prior notice).

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 all properties featured in this brochure/website even if the property description says that pets are not allowed. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property, even if the owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. It is your responsibility to make specific enquiries before booking as some property owners may take their own pets to a property. You should also read the information on taking pets on holiday included in our brochure or on our website.

15 Damage

You will be responsible to the owner for all damage or breakages caused by you and/or (whichever applies) members of your party to the property or its contents (including the

cost of any work needed to put this right). This includes responsibility for paying for this damage. The owner can ask for payment from you to cover these costs. You may need to check and sign an inventory of the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please notify the owner/key holder immediately.

In some cases, an owner may need you to pay a security deposit in cash in the currency of your destination on arrival at the property. If this applies to your booking, we will tell you and we will also tell you the amount of the security deposit when you book. It will also be shown on your confirmation invoice.

16 Special requests

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

17 Transport suppliers

Booking transport or making any other arrangements, as well as your accommodation, for you does not mean that we have sold you a 'package' or that we are an 'organiser' of packages as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992. For ferry and Eurotunnel crossings, please see section B of these conditions.

18 Complaints (This does not apply to ferry and Eurotunnel inclusive bookings.)

If you want to complain, we, together with the owner or service provider (whichever applies), will want to take action to sort your complaint out as soon as possible. Because the contract for your accommodation is between you and the owner, 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 our Customer Care 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 30 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 Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA, marked for the attention of the Customer Relations Department. Or you can send an email to cr@thehoseasonsgroup.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 or for Novasol A/S we cannot accept any legal responsibility for your property. If we help to sort out a complaint we are doing so as an agent only.

19 Governing law

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

20. Communicating with you

To process your booking we will need to collect and process personal information. This may, for operational reasons, be held overseas. We may from time to time record telephone calls to our contact centre. We do this for training purposes and to improve the overall quality of our service. For more detailed information about how we use personal information, please see our Privacy Policy which can be found on our website.

We would like to send you information about products and services that will interest you (including those offered by other companies within the Wyndham Group). We may do this by post, telephone, text message or email (post and telephone only for other Wyndham companies unless you tell us you wish to receive texts and emails from them). If you would rather that we did not do this, please tell your sales

adviser when you book. Or you can indicate your preferences as part of our online booking process.

Section B: Ferry and Eurotunnel inclusive bookings only

The following extra information applies to your booking.

B1 Pricing

All prices quoted or which we have told you about include all charges and any taxes or government charges that apply to your holiday at the time of booking. We worked out the accommodation prices shown in our brochures and on our website based on information provided by Novasol A/S and an exchange rate of £1 to 1.18 euro.

We keep the prices charged by the owner or service provider under constant review and the prices of unsold products and services 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 products and services at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking.

When we confirm the price of your chosen trip at the time of booking, depending on correcting any mistakes we will only increase or reduce the price in the following circumstances. We will pass on any increase or reduction by either charging you more or giving you a refund. This will depend on the conditions set out in this clause B1, if the prices charged by the owner or service provider increase or reduce as a result of an increase or reduction in transportation costs, taxes or fees due for services such as landing taxes or embarkation or disembarkation fees at ports or as a result of any changes in the exchange rates which have been used to work out the price of your holiday.

Even in the cases shown above, only if the amount of the increase in the prices charged by the owner or service provider is more than 2% of the total cost of your holiday (not including booking fees, insurance premiums and any amendment charges) will we actually charge you. If we do charge you, you will need to pay £1, together with an amount to cover our commission. If any charge is greater than 10% of the cost of your holiday (not including booking fees, insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all money you have paid us (except for any booking fees or amendment charges). Or, you can buy another holiday from us as referred to in clause B3. If, due to the changes mentioned above, the price of your holiday goes down, by more than 2% of the total cost of your holiday cost, 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.

In the above circumstances we will issue an invoice for the additional amount due and you have 14 days from the issue date printed on that 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.

We promise not to send you an invoice for an extra charge within 30 days of the start of your holiday. We will not make any refunds within this period either.

B2 Your financial security

The Package Travel, Package Holidays and Package Tours Regulations 1992 say that we must provide security for the money that you pay for the package holidays booked from this brochure/website and for getting you home in case we become insolvent. This security is provided by a bond held by ABTA. Please see clause 6 for full details of our ABTA membership.

B3 Cancellations or changes made by us

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your bookings many months ahead, we may occasionally have to make changes both before and after bookings have been confirmed. Or, we may have to cancel confirmed bookings. While we always try to avoid changes and cancellations, we can make cancellations or changes at any time. Occasionally we have to make a 'significant change' such as a change of property to that of a lower standard, changing the departure time by more than 12 hours or a change of area. 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.

- a You can accept the other booking arrangements we offer you.
- b You can transfer to another booking (the price may be different from your original booking).
- c You can cancel your booking (together with a refund of any amounts you have paid).

Following our offer of the other booking arrangements, you must let us know your choice within a reasonable time. If you fail to do so, we will assume that you have chosen to accept the other booking 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. And, if we make a significant change or cancel your booking within 10 weeks before the date of departure, we will pay you compensation in line with the scale and conditions set out below. However, there is one exception. We cannot offer anything more than the above options if we are forced to make a change or cancellation as a result of unusual or unexpected circumstances beyond our control, which we could not avoid. These circumstances may include, but are not limited to, those listed under 'Events beyond our control' in clause 9 above.

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

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. If we offer you accommodation with a higher price than the original accommodation and you accept it, we will take the difference from any compensation due.

B4 Our legal responsibility to you

We will accept responsibility for your holiday as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Depending on the other conditions of clause B4, we accept responsibility for making sure that your travel arrangements, which you book with us, are as we have described. If, after you leave, any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your trip. However, we will not pay more than twice the value of the part affected. The level of compensation will take into account all relevant factors, including the price of the package, any steps it was reasonable for you to take to reduce, as far as possible, the inconvenience or damage suffered and how much the problem could have affected your enjoyment of the package.

We will not be legally responsible for any injury, illness, or death or resulting losses suffered by you or any member of your party; unless you can prove that the injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers under our contract with you. Before we pay you any compensation, you must make any complaint or claim strictly in line with clause B7. You must also transfer your legal rights you may have against anyone else in connection with your claim. You must co-operate with us and our insurers in this. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the package you booked with us - including for example any extra services or facilities provided to you by an owner or any other supplier which was not included as part of the original contract between us - we will not be legally responsible to pay you or your representative any compensation. However, we will offer you reasonable advice and guidance in all the circumstances as long as we are told about the incident within 90 days of it happening. We will not be responsible if you do not enjoy the holiday or suffer any other problems because of a reason which you did not make us aware of when the holiday was booked.

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

- a The fault of the person affected or any members of their party.

b The fault of someone not connected with providing your holiday which we could not have predicted or avoided.

c An event or circumstance which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care.

d The fault of anyone who was not carrying out work for us (generally or in particular) at the time.

Important notice on the limits of our legal responsibility

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

We will use the promises we give to you about the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint happened, as the basis for checking whether or not the services have been properly provided. If the services which caused the claim or complaint met the local laws and regulations which applied to those services at that time, we will treat the services as having been properly provided. This will be the case even if the services did not meet the laws and regulations of the UK which would have applied if those services had been provided in the UK.

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. We strongly recommend that you and your party take out enough travel insurance for your needs while on holiday. For the purpose of these booking conditions, we will assume you and your party have done this.

B5 Passports and visa information for package bookings

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. Unfortunately, we and any owner or service provider connected with your holiday cannot accept any legal responsibility if you or any members of your party are refused entry onto any transport or into any country due to not having the correct documents. The following information is for guidance only and you must check the relevant websites to check the up-to-date advice before you travel.

The passport, visa and health requirements which apply, at the time of printing, to British citizens for the holidays that we offer are shown in our brochures or website, with up-to-date information provided through links from our website. A full British passport presently takes about four weeks to arrive from the time you apply. If you are 16 years old or over and have not yet got a passport, we recommend that apply for one at least six weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport. You now need to go for an interview to get your first passport. Requirements may change and you must check the up-to-date details in good time before you leave. Information on the European Health Insurance Card (EHIC) is available at www.dh.gov.uk or from your local Department of Health office. You can apply for an EHIC online at www.dh.gov.uk or by phone on 0845 606 2030 or by post from EHIC Applications, PO Box 1115, Newcastle-upon-Tyne, NE99 1SW. 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. If failure to have or supply any necessary 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. We can ask for any personal details, including passport numbers, if we need to do so.

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 do not make any payment to us at the time it is due we will also treat this as a cancellation of your booking and the provisions below in this section will apply.

If you cancel or are deemed to have cancelled, the owner or other service provider will make a **cancellation charge**, as shown in the appropriate 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 tables 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, credit-card charges and administration fees for making any changes.**

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

Cancellation charges

Number of days before the start date of your trip that we receive notice to cancel or on which you fail to make a payment	Cancellation charge (plus all booking fees, ferry or Eurotunnel charges, insurance premiums, credit-card charges or administration fees you owe)
More than 70 days	Full deposit (including any balance of deposit due) plus the total cost of any ferry or Eurotunnel booked
29 to 70 days	50% of the total cost or full deposit (including any balance of deposit due), whichever is greater, plus the total cost of any ferry or Eurotunnel booked
15 to 28 days	75% of total cost, plus the total cost of any ferry or Eurotunnel booked
14 days or less	90% of total cost, plus the total cost of any ferry or Eurotunnel booked
On arrival date or later	Total cost

Other service providers may make higher cancellation charges. Please also see clause 12, insurance.

B7 Complaints

If you have a problem while you are abroad, you must let the relevant owner or supplier (for example ferry operator) know immediately so that the matter can be put right. If the owner or supplier cannot sort out the problem to your satisfaction at the time, you must also contact us immediately by phoning our offices, 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. We cannot accept legal responsibility for any claims which you do not let us or our owners/suppliers know about strictly in line with this clause.

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.

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