

## **BOOKING CONTRACT For The Green, Glaisdale.YO212PS.**

### **1. Booking Contract**

1. The terms set out below, together with the Summary and any information about the booking that is in the returned Booking Form, will form the Booking Contract between You (the Renter) and Jenny Wallin (the Owner).
2. The Booking Contract is made when the Renter pays the Deposit.
3. Please read the documents that form the Booking Contract carefully as they set out your and our respective rights and obligations.
4. All bookings are made on and subject to these terms and no other terms shall apply to the booking, unless otherwise agreed between us and you or as required by law.
- 5.

### **2. Defined terms**

1. In these terms:

**Accommodation Cost** refers to the charges we make for your temporary occupation of the Property during your Stay.

**Booking** refers to a Booking Contract.

**Booking Contract** means the contract made between the Owner and the Renter when the Renter makes payment for a Stay in a Property on a temporary basis.

**Check-in Date** means the date specified in this Booking Contract when your Stay is scheduled to begin.

**Deposit** means the sum payable to the Owner, when the Booking Contract is made on the Owner's booking details page on the Website.

**Force Majeure** means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and any other event outside our control.

**Owner** means any one of (i) the person who owns the Property or, if there is more than one owner, the owner who is authorised to rent the Property via the Website, (ii) an agent for the person(s) who own the Property.

**Property** means the house or accommodation including any premises, ancillary building and annex, made available for temporary occupation by the Owner to a Renter via the Website, that is

identified by the property name shown on the Summary and identified either on the Website or the website through which the Renter accessed the Website.

**Refundable  
Breakage  
Deposit**

means the sum specified by us using our System that is to be paid to and held by us as security against damage or loss and any Service Charges caused or incurred by a Renter or member of the Renter's Party during the Stay.

**Renter**

means the person who makes the booking. If the name of the Renter is changed on the Website after the booking is made, the person who made the booking remains liable under the terms of the Booking Contract jointly and severally with the person whose name then appears in his place.

**Renter's Party**

means the person(s) named in the Summary above who will occupy the Property during the Stay (including any additional person(s) or substitute person(s) agreed with the Owner).

**Stay**

means the period of time described in the Summary during which the Renter and the Renter's Party agree to occupy the Property in accordance with the terms of the Booking Contract.

**Summary**

refers to the summary of the booking, including all charges payable by you for it exclusive of any applicable value added or other sales taxes, shown (i) before the Booking Contract is made, in the case of a Renter, on the Renter's account page of the Website and, in the case of the Owner, on the bookings page on the Website and (ii) after the Booking Contract has been made, in the document called "Booking Contract – Summary" that is attached to the Booking Contract.

**We, us, our**

refers to the Owner.

**Website**

means any website through which the booking is made.

**You, your**

refers to the Renter.

**3. Making your booking**

1. You may make a booking by completing the online booking form that is available on the Website and following the on-screen instructions given on the Website.
2. Once we have received your booking form and you have paid the Deposit, We will confirm your Stay by email. The email will contain a statement of the total sums payable by you in respect of the booking. A copy of the Booking Contract will be available to you on the contract page on [www.thegreenglaisdale.uk](http://www.thegreenglaisdale.uk) Website both before and after you make the booking.

3. Please check the statement carefully as soon as you receive it. You must contact us, using our contact details, at once if any information which appears on the confirmation or any other document is incorrect or incomplete, as it may not be possible for us to make changes later.
4. We do not accept responsibility for any errors unless you notify us of them within one week of the date of the email you receive from [info@thegreenglaisdale.uk](mailto:info@thegreenglaisdale.uk) that confirms your booking on our behalf.
4. **Who may stay at the Property?**
  1. Only the Renter and members of the Renter's Party may occupy the Property during your Stay.
  2. It is a condition of your booking that the number of persons (adults and children) must not exceed the number of sleeping places indicated on the [www.thegreenglaisdale.uk](http://www.thegreenglaisdale.uk) Website.
  3. You may not substitute any persons during your Stay unless we, acting in our sole discretion agree that you may do so.
5. **Checking in**
  1. When you arrive at the Property on your Check-in Date, you must present to us a copy of the Summary that we sent to you to confirm your booking. For International Visitors passports or identity card of all members of the Renter's Party both for security purposes and so that we can verify that the booking is yours.
6. **Payments**
  1. At the time when you make your booking, you must pay to us via BACS, a Deposit of 50% of the sub-total payable to us via the Website that is shown on the Summary as payable unless you make your booking within 7 days of the date on which you are scheduled to arrive at the Property, in which case you must pay when you make your booking the total cost of the booking that is payable to us as shown on the Summary.
  2. When you book, you agree to pay to Us all other sums shown on the Summary.
  3. The balance of the cost of your Stay shown as payable to Us on the Summary not less than 7 days prior to arrival.
  4. If you do not pay the sums that appear on the Summary in full and on time we may treat your booking as cancelled by you. If we do so, you agree to pay the cancellation charges set out in clause 11 below.
7. **Breakages and damage**
  1. You are responsible for all loss and damage caused during your Stay.

2. Unless we agree otherwise, you may not begin your Stay at the Property unless you have either paid to Us a Refundable Breakage Deposit.
3. Unless you have agreed to pay to us a security deposit on your Check-in Date, Stay, you must pay to the sum of £200.00 not later than 7 days before the start of your Stay (or at the time of your booking if this date has passed).
4. You agree to notify us promptly if any such damage or loss occurs or any Service Charges are incurred during the Stay.
5. If we do not require any deduction to be made and paid to us from your Refundable Breakage Deposit, we shall refund your Refundable Breakage Deposit to you in full within 7 days after your departure from the Property. The refund will be made by BACS in the currency in which the booking was made We will contact you by email to ask you to add your bank details to your reply email. Any such credit will be made in the currency in which the booking was made.
6. If we are entitled to make a deduction, we shall notify you what it is for and the costs pay to you any balance of the Refundable Breakage Deposit.
7. If you or a member of the Renter's Party causes any damage or loss to the Property, or to any fixtures, fittings, furniture, furnishings, appliances and other contents and the like at or in the Property, during your Stay, which are not covered by the Refundable Breakage Deposit you agree to pay to us on demand the amount of any loss or damage that is not so covered, together with all costs and expenses (including all legal costs and expenses) that we may incur as a result of your failure to do so.

**8. Changes made by us and our right to cancel**

1. Whilst we always endeavour to avoid changes, we reserve the right to make changes to the description of the Property both before and after your booking has been made. We may make these changes to correct errors in descriptions that appear on the Website or because an event of Force Majeure has occurred.
2. We reserve the right to cancel your booking. This may be because an event of force majeure has arisen or for some other reason.
3. If we make a significant change to or cancel your booking, we will notify you as soon as possible by email. You agree that if we own and have available suitable alternative accommodation near the Property, you will not unreasonably refuse to accept the offer of such alternative accommodation if it is available for the

duration of your Stay on the same terms as we made the Property available, if we make a significant change or cancel your holiday. If we make a significant change to your booking which results in cancellation by you or we cancel your booking, we agree to refund you all monies that you have paid us for the booking.

4. We do not accept any liability to pay to you any expenses, costs or losses incurred by you as a result of any change by us to your booking or cancellation by us.
5. Very rarely, we may be forced by Force Majeure (see clause 13) to change or terminate your stay after departure but before the scheduled end of your Stay. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

**9. Changes by you**

1. We are not obliged to make any changes to the booking that you may request. If, however, you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests.

**10. Cancellation by you**

1. You have the right to cancel your booking at any time.
2. To cancel, you must notify us as soon as possible by email to [info@thegreenglaisdale.uk](mailto:info@thegreenglaisdale.uk)
3. Your notice of cancellation will only be effective when we receive it.
4. You acknowledge that we may incur costs from the time we confirm your booking and may be unable to book the Property to someone-else during your period of Stay.
5. You agree to pay to us the following cancellation charges. Where the cancellation charge refers to a percentage "of balance", this expression refers to the "sub-total payable to us via the Website" shown on the Summary, less the amount of the Deposit and Refundable Breakage Deposit you have paid.

Period before start of stay within which written/email notification of cancellation is received by us.

Cancellation charge.

more than 28days

deposit only.

less than 28days

deposit + 50% of balance.

less than 7 days

deposit +100% of  
balance

11.

1. You may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any insurance policy you may have. You should address any claim to reimburse your cost of cancellation to the insurance company concerned.

**12. Travel Insurance**

1. Travel insurance is NOT included in the cost of your Stay.
2. The Refundable Breakage Deposit you pay does NOT cover any injury to you or any member of the Renter's Party or anyone else or to your belongings or those of any member of the Renter's Party.
3. We recommended that you take out adequate travel insurance to cover you and your belongings. Please read your travel insurance policy details carefully. It is your responsibility to ensure that your travel insurance covers your purchase and is adequate for your particular needs.

**13. Force Majeure**

1. We do not accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented, delayed or affected by, or you otherwise suffer any damage or loss as a result of, an event of Force Majeure.

**14. Our liability to you**

1. We promise that the Property shall be in a condition reasonably suitable for occupation by able bodied individuals on a temporary basis during the Stay and that any services that we agree to provide or arrange will be provided with reasonable skill and care.
2. You acknowledge that the Property is not an official tourist structure, such as a room in a hotel or specifically designed tourist accommodation but is a private dwelling that is made available as temporary accommodation during your Stay. You agree that there is no internationally recognised standard for such accommodation and that, as such, the Property may reflect local styles of architecture, furnishings and building standards, and its decoration and features may reflect local traditions and the personal taste of the Owner. You agree that the suitability of the Property as temporary accommodation will be determined according to the law, regulations and standards of the country in which the Property is located. If the Property which gave rise to the claim or complaint complies with local laws and regulations applicable to accommodation of that type at the time of the Stay,

you agree that the Property will then be treated as having been properly provided.

3. We do not accept responsibility or liability for any loss or damage that you or any member of the Renter's Party may suffer (including, without limitation, for death or personal injury) as a result of any failure or deficiency of the Property that is not caused by any fault of ours.
4. We are not responsible and do not accept liability for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any description whatsoever suffered or made by you or any member of the Renter's Party which results from any of the following:
  - (a) the fault of you, or the person(s) affected, or any member(s) of the Renter's Party; or
  - (b) the fault of a third party not connected with the provision of the Property or any services which we could not have predicted or avoided; or
  - (c) an event or circumstance which could not have predicted or avoided even after taking all reasonable care.
5. We are not responsible and do not accept liability where you or any member of the Renter's Party do not enjoy the Stay or suffer any problems because of a reason you did not tell us about when you booked your Stay or where any problems you suffer did not result from any breach of the Booking Contract by us or for any other fault of ourselves or any losses, expenses, costs or other sum you have suffered related to any business. We do not accept responsibility for any services that do not form part of the Booking Contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you.
6. We are not responsible for and do not accept any liability for any indirect or consequential losses (including, but not limited to, loss of profit, chance or opportunity) or liability for punitive damages.
7. The maximum aggregate amount of our liability to you and all members of the Renter's Party for:
  1. Loss of and/or damage to your luggage or personal possessions and/or the luggage of each member of the Renter's Party that is caused due to a breach by us of the Booking Contract, or for breach of any other duty we may owe in tort (including, without limitation, the tort of negligence) or otherwise howsoever arising is limited to £35 per person affected; and
  2. Any other loss and/or damage that you or any of the Renter's Party may suffer or incur due to a breach by us of the Booking Contract, or for breach of any other duty we

may owe in tort (including, without limitation, the tort of negligence) or otherwise, howsoever arising, is limited to twice the Accommodation Cost (or proportionate part of the Accommodation Cost, determined according to the number of members of the Renter's Party) paid by you or the member of the Renter's Party affected. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your stay.

8. These limitations of liability do not apply, unless permitted by applicable local laws, in the case of fraud by us, or in the case that our negligence that causes death or personal injury.

**15. Complaints and problems**

1. In the unlikely event that you or any member of the Renter's Party has any reason to complain or experiences any problems with the Stay whilst away, you must immediately inform us. Any verbal notification must be put in writing (also email) and given to us as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause

**16. Behaviour**

1. You agree to indemnify us on demand and to hold us harmless against all losses that you or a member of the Renter's Party may cause to the Property and/or to any fixtures, fittings, furniture, furnishings, appliances and other contents of the Owner and the like at or in the Property during your Stay.
2. You agree (and you agree to ensure that each member of the Renter's Party) will show due consideration for other people (including, without limitation our representatives, cleaning staff, gardeners and other staff) who may come into the Property during your Stay.
3. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of the Renter's Party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the Property or to any fixtures, fittings, furniture, furnishings, appliances and other contents of the Owner and the like at or in the Property, or in any way damage the reputation and/or goodwill or good standing of the Owner you agree that we may, without prior notice, require the person(s) concerned to leave the



Property at once. In this situation, you will (or will procure that) such person(s) then leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of such action.

4. You agree to procure that the Renter's Party leaves the Property in good condition at the end of the Stay.

**17. Special requests and medical problems**

1. If you have any special request, you must advise us at the time of booking by email. Although we will endeavour to meet any reasonable requests, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of the Booking Contract by us.
2. We regret we do not accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.
3. If you or any member of the Renter's party has any medical problem or disability that may affect the Stay, please tell us before you book by using an enquiry form on the Website. If we consider that we are unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

**18. Passports, visas and health requirements**

1. It is your responsibility to ensure that you (and/or each member of the Renter's Party) are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation.
2. You must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel to determine what travel documentation you will need to be able to visit the Property.

**19. Prices and website accuracy**

1. Please note, the information and prices shown on the Website may have changed by the time you come to book your Stay. Whilst we make every effort to ensure the accuracy of the website and prices at the time of requesting the booking, or when you make an instant booking, regrettably errors do occasionally occur. Please check all details of your stay (including

the price) on your booking acceptance.

#### **20. Complaints Procedure**

1. In the event of any material problems which you think is our fault:
  1. When you arrive, you must immediately get in touch with us by telephone on the day of your arrival, confirming your complaint in writing within 24 hours by using the contact information we provide to on our website.
  2. At all other times, you must notify us immediately of your complaint in writing by using the contact information we provide to you on our website.
2. We do not accept liability for complaints that you make at the end of the Stay, if you have not notified them to us during your Stay.
3. You agree that we shall not be in breach of the Booking Contract that is our fault and is capable of remedy unless and until we have had a reasonable opportunity to remedy the breach.
4. If a material problem arises which you think is our fault, you must act reasonably and you agree, in any event:
  1. You must do your best to resolve or minimise the problem and any loss or damage that may be suffered as a result; and
  2. You should not leave the Property without good cause without our agreement, which we will not unreasonably withhold or delay.

#### **21. Contacts**

1. We agree that you may contact us using the contact details that we have provided via the Website.
2. You agree that we may contact you by email and by any phone number that you provide to us via the Website and booking form.

#### **22. Governing law**

1. Unless you and we agree otherwise, this Booking Contract and all disputes arising out of or in connection with it (including as to its formation) shall be governed by the laws of England.
2. Unless you and we agree otherwise, any dispute arising out of or connected with this Booking Contract will be dealt with by the courts of England.