

UK Booking Terms and Conditions

PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A RESERVATION REQUEST WITH US (WHETHER BY EMAIL, TELEPHONE OR POST), THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.

1 Welcome

1.1 Welcome to www.severnmanor.co.uk (the "Site") which is owned and operated by Its Your BnB Limited ("we", "our" or "us", as applicable). Please see further the Contact us section below for our company and contact details.

1.2 These terms and conditions ("Booking Conditions") apply to any reservation you make with us for holiday properties featured on our Site (each a "Booking"), whether by telephone or via the Site, and the accommodation rental services you receive from owners of those properties under your contract with them. Please note that additional terms and conditions apply to the use of and access to the Site by you. Please see our Terms of Use for details of those additional terms.

1.3 Please read these Booking Conditions and our Terms of Use together with their related policies carefully before you access or use the Site, or make Bookings, as these terms and conditions will apply when doing so. We recommend that you print or save a copy of these Booking Conditions and the Terms of Use for your reference.

By making any Booking with us, you confirm that you accept these terms and conditions and agree to comply with them.

1.4 We provide this Site so that you can reserve accommodation in holiday cottages, log cabins and other properties featured on our Site (each a "Property" and together "Properties"). We provide a service via this Site that allows you to make Bookings at each Property ("Booking Services").

1.5 To make these Booking Conditions easier to read, we use a number of definitions. We refer to:

"Rental Contract" as the legally binding contract between you and the Owner for the Rental Services;

"Rental Charges" as the Booking Fee and the fees payable by you under the Rental Contract that we collect from you in relation to the Booking;

"Deposit" as the initial instalment of the Rental Charges quoted during the Booking process and payable by you when making a Booking;

"Rental Balance" as the balance of the Rental Charges payable by you after payment of the Deposit;

"Holiday Period" as the dates for which you reserve a Property;

"Booking Details" as details specific to your Booking including the Property, Holiday Period and any restrictions notified to you during the Booking process;

"Booking Fee / Service Fee" as the amount that we charge in respect of the Booking Services

"Guests" as holidaymakers other than you that are booked to stay at the Property during the Holiday Period under your Booking.

1.6 We have a number of related policies referred to in these Booking Conditions, [including] comprising our Privacy Policy and Cookie Policy and Deposit Policies. They all form part of our contract with you so please take the time to read them.

1.7 Every time you wish to use the Booking Services, please check these Booking Conditions to ensure you understand the terms and conditions which will apply at that time. Your attention is drawn in particular to the sections headed Our liability and Owners' liability. These Booking Conditions were most recently updated on the date that appears at the top of this page.

1.8 If you have any queries or concerns regarding these Booking Conditions, please contact us using the details set out in the Contact Us section below.

2 Privacy Policy and Cookie Policy

2.1 We take your privacy very seriously. Please read our Privacy Policy to see how we use your personal information, including the information you submit about yourself when making a Booking. By submitting your personal information to us, you agree to our use of that information in the ways described in our Privacy Policy, including sharing your information with Owners for the purposes of their provision of the Rental Services.

2.2 Like many online services we use a feature called a 'cookie', which is a small data file that is sent to your browser from a web server and stored on your device's hard drive. References in these Terms to 'cookies' also include other means of automatically accessing or storing information on your device. By agreeing to these Booking Conditions, you are providing your consent for us to use cookies in the ways described in our Cookie Policy, however, you may delete any of these cookies at any time if you wish. Please see our Cookie Policy for detailed information on the types of cookies we use on the Site, the purposes for which we use each cookie, how you can disable and enable the use of certain cookies and the consequences of doing so.

2.3 We may record telephone calls between us for monitoring and training purposes. In the event of a dispute between us, we reserve the right to review any recorded calls between us.

3 Our role

3.1 We act as agent and or for the Owner by arranging Bookings and taking payment from you for the Properties that appear on this Site. We reserve the right to refuse any Bookings in accordance with these Booking Conditions.

3.2 Once we have accepted a Booking in the way described in the Making a Booking section below, a legally binding Rental Contract will be formed between you or us and the Owner under which the We/Owner will make the Property available to you and provide the Rental Services for the Holiday Period.

3.3 The following will all form part of the Rental Contract between you and the Owner:

3.3.1 your Booking Details;

3.3.2 these Booking Conditions; and

3.3.3 any other special or additional conditions that we draw to your attention during the booking process before we accept your Booking.

3.4 As our obligations to you are limited. We accept no liability for any defects or unavailability of the Property or any other problems with your holiday.

4 Your use of the Booking Services

4.1 Our Booking Services are available to you for your personal, non-commercial use only. You may not offer for resale any Booking Services or Rental Services for any Properties that appear on our Site without our express written permission.

5 Property and Rental Services Descriptions

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

5.2 The Property and Rental Services descriptions do not constitute advice or recommendation given by us. We do not independently verify accreditations, awards or star or other quality ratings and such ratings are only indicative of what level of quality you can expect from a particular Property. We will not be liable for inaccuracies or errors in this information or the accommodation information as this information is supplied to us by Owners.

5.3 Rental Charges shown in the search listings on our Site are per Property (and not per person). It is your responsibility to check the total price before completing the Booking process.

5.4 We do not accept responsibility for any changes or closures to amenities or attractions mentioned in the Property or Rental Services descriptions on our Site.

6 Making a Booking

Eligibility

6.1 To be eligible to make a Booking and enter into a Rental Contract you must:

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

6.1.2 register with us on our Site (in advance or when Booking) or by telephone by providing your real name, phone number, email address and other requested information; and

6.1.3 possess a valid payment method such as a valid debit or credit card or PayPal or any other digital option as stated on the payment page.

Booking methods

6.2 You may make a Booking directly using our Site or by contacting us by telephone or by email using the details in the Contact us section.

6.3 If you provide your Booking details to us by email, we will send to you a link to the Site so that you can make a Booking and pay us online.

The contract between you and us and between you and Owners

6.4 By making a Booking with us you are making an offer to:

6.4.1 receive our Booking Service and make payment to us (at the relevant time) in respect of the Rental Services;

6.4.2 enter into a Rental Contract with the applicable Owner in relation to the Property you have selected; and,

6.4.3 pay us all amounts due in respect of the Deposit and Rental Charges.

6.5 The following steps have to take place before a contract is made between us for the provision of the Booking Services and between you and the applicable Owner for the provision of Rental Services under a Rental Contract:

6.5.1 you submit your Booking to us on the Site by submitting your Booking Details and your payment details for processing.

Before submitting your Booking on the Site, the Booking process will give you the opportunity to review your Booking, these Booking Conditions and the Booking Details for your chosen Property and, if you require, make amendments to your Booking.

For telephone bookings we will read you details of your Booking and Booking Conditions for your confirmation. You may make any required amendments at this point. We will then request your payment details and we will process your payment in respect of your Booking;

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

For telephone bookings we will verbally confirm your booking reference and will send you a receipt for your payment by email at the address you provided;

6.5.3 we check the availability of the Property relating to your Booking and, provided we have successfully processed your payment, we will send you an email confirming your Booking together with a copy of these Booking Conditions and other details relating to your Booking ("Booking Confirmation");

6.5.4 we accept:

a) your offer to receive our Booking Services;

b) your agreement to pay us all sums due (at the relevant time) in respect of the Rental Charges (including the Deposit);

c) acting on the applicable Owner's behalf as its agent, your offer to enter into the Rental Contract,

in each case, at the time we take any payment from you in respect of the Rental Charges. Accordingly, nothing that we say or do will amount to any acceptance of your offer until we actually take any payment from you in respect of the Rental Charges (including the Deposit) at which point a contract will be made between us for the Booking Services and with the Owner for the provision of the Rental Services under the Rental Contract.

6.6 When we accept payment for all or any part of the Rental Charges, you will no longer owe a debt to the Owner or us for the associated amount.

7 Fees, charges and payment

7.1 The fees and charges will be as quoted on this Site from time to time and, unless otherwise stated, are quoted in pounds sterling. We use our best efforts to ensure that these are correct at the time when the relevant information was entered onto our systems. However, it is always possible that, despite our best efforts, some of the fees and charges on the Site may be incorrectly priced. We will normally check these prices as part of our confirmation procedures so that:

7.1.1 where the actual Rental Charges or other fees are less than those quoted on the Site at the time you made your Booking, we will charge the lower amount when confirming the Booking to you; and

7.1.2 where the actual Rental Charges or other fees are higher than those quoted on the Site at the time you made your Booking, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to book the Property at the correct (higher) price or cancelling your Booking. We will not process your Booking until we have your instructions. If we are unable to contact you using the contact details you provided during the Booking process, we will treat the Booking as cancelled and notify you in writing.

7.2 The fees and charges may change from time to time, but changes will not affect any Booking which we have confirmed with a Booking Confirmation.

7.3 All Rental Charges and all other fees and charges quoted on this Site include VAT, where applicable.

7.4 Before submitting your Booking online, you will be presented with details of the total Rental Charges payable for your Booking together with details of the following amounts payable to us at the time of your Booking:

7.4.1 the Booking Fee / Service Fee (which is non-refundable once your Booking is confirmed);

7.4.2 the Deposit and, if the date the Rental Balance would normally fall due for that Booking has already passed, the Rental Balance too; and

7.4.3 any additional fees and charges quoted during the Booking process when you make your Booking (for example heating supplements, pet charges)

7.5 If you are paying a Deposit rather than the entire Rental Charges when making your Booking, you will also be presented with the date by which you will need to make payment to us for the Rental Balance. Please note, we may (but are not obliged to) contact you to remind you of the due date for payment of the Rental Balance.

7.6 We currently accept various forms of payment including via credit and debit card. Please refer to our Payment Methods page for details of the payment cards and other methods of payment that we currently accept.

7.7 We take the payments due at the time of Booking from your chosen payment method once you have entered your payment details and have clicked the 'Confirm Card Details' button, subject to payment authorisation.

7.8 If the Rental Balance or any other additional payments are due after you make your Booking, then:

7.8.1 if you authorised us to take payment for these amounts from your chosen payment method when you made your Booking, we will automatically take payment from you using your original payment method. If there has been a change to the Rental Charges due to changes in the exchange rates and additional amounts are payable, we will contact you before taking payment. Please see further paragraph 8.1 below; or

7.8.2 if you did not authorise us to take payment from your chosen payment method for these amounts when you made your Booking, you will need to make these payments either by using the payment feature within your account on the Site or by contacting us by telephone using the number in the Contact us section below.

8 Payment currencies, interest and credit card surcharges

8.1 During the booking process you may be presented with an option to pay for your Booking in one or more currencies. The payment currencies we accept for a particular Booking will be notified to you during the Booking process. The exchange rate for all payments will be based on exchange rates set by our internal systems which may increase and decrease based on changes in the market. If on the date your Rental Balance is due, changes to these exchange rates result in an increase of 5% or more to the Rental Charges we quoted at the time you made your Booking, then we may increase the Rental Balance to include this additional amount. If you do not wish to pay this amount, you may end your Rental Contract giving notice within 14 days of the date we notify you of the increase.

8.2 If you do not make any payment to us by the due date we and/or Owners may charge interest to you on the overdue amount at the rate of four percent (4%) a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.3 Please note some Owners may charge a 'good housekeeping bond', which will be included alongside the charges quoted to you during the Booking process. The Owner will communicate directly with you to collect and (if appropriate) return this bond. We have no control over the payment or return of such bonds by the Owner. The Owner must, within 7 days of the end of the relevant Holiday Period return all or part of the bond to you and, if retaining any part of the bond, notify you in writing of the reasons for doing so.

9 Gift vouchers

9.1 You may order gift vouchers by contacting us by email or phone and we will send the vouchers using the method and address that you specify in the form within 30 days of the date we receive

your form. If you have not received your gift voucher or code within the applicable period, please contact us using the details set out in the Contact us section.

9.2 Gift vouchers are available in denominations of £25 and can be used to pay for Bookings in part or in full. Where the cost of a Booking is less than the value of the gift voucher, no cash refunds will be given.

9.3 A gift voucher can be redeemed online during the Booking process by entering the unique code which appears on your gift voucher.

9.4 Gift vouchers are valid for a period of two (2) years from the date of purchase and can be used for any Booking with a Holiday Period that starts before the voucher's validity period expires. Any remaining balance on a gift voucher may no longer be used after expiry of its validity period.

9.5 If a Booking is purchased with a gift voucher which is subsequently cancelled, any refunded amount will be credited to the gift voucher.

9.6 Gift vouchers cannot be exchanged for cash, replaced if lost or damaged and are non-refundable. Without our express written permission, we do not permit you or any third party to sell or trade our gift vouchers.

10 Your right to cancel or transfer a Booking

10.1 Please check all the details in your Booking Confirmation promptly after receiving the confirmation and notify as soon as possible if you think we have made any mistakes or errors with your Booking.

10.2 Please contact us directly using the contact details in the Contact Us section if you would like to amend your Booking. If an Owner agrees to amend the Booking, additional charges including additional Rental Charges and/or an administration fee may also be payable to cover our costs of making the amendment. This does not affect your legal rights.

10.3 After you receive your Booking Confirmation:

10.3.1 you will not be entitled to cancel the Booking Services for a particular Booking and obtain a refund as we will already have completed the provision of the Booking Services for that Booking; and

10.3.2 you will not have a legal right to cancel the Rental Contract as the Rental Services provided under it are accommodation and leisure services for which the contract provides a specific period of performance. You may, however, end the Rental Contract in accordance with the section Your right to end a Rental Contract.

10.4 You may not transfer your Rental Contract to another person. If you do not stay at the Property during the Holiday Period but your Guests do, you will still be legally responsible for all your obligations under the Rental Contract and these Booking Conditions and your Guests' compliance with them. Please see further paragraph 13.4.

11 Cancellations of your Booking by us and Owners

11.1 We may cancel your Booking on an Owner's behalf if:

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

11.1.2 our agency agreement with the relevant Owner terminates due to a breach by the Owner.

11.2 An Owner may cancel your Booking due to circumstances or events outside their reasonable control. Please see further paragraph 25.10.

11.3 If we or an Owner cancels a Booking in accordance with this paragraph 11, we may (but are not obliged to):

11.3.1 arrange alternative accommodation for you and your Guests of an equivalent type and standard in a similar location. We will not be liable for any costs associated with arranging alternative accommodation and such alternative may be subject to the payment of additional charges by you if the Rental Charges for the alternative are higher than those under the cancelled Booking; and/or

11.3.2 obtain a refund from the relevant Owner of any amounts paid by you to that Owner in relation to the cancelled Booking.

12 Booking restrictions

12.1 The maximum Holiday Period for any Booking is generally 28 consecutive days, subject to availability. However, certain Properties may have a shorter maximum Holiday Period.

12.2 If a Property requires a minimum Holiday Period or has a maximum Holiday Period shorter than 28 days, this will be clearly stated on the relevant Property description page on our Site.

13 Your responsibilities

13.1 You must make sure that all the information you provide to us in connection with your Booking is true, accurate, current and complete. If any of your details change (e.g. email address, postal address), you must promptly update your details.

13.2 You accept financial responsibility for all transactions made under your name or account.

13.3 You promise to us and to each Owner that during the Holiday Period:

13.3.1 that the number of people and pets occupying the Property will not exceed the number stated on in your Booking Confirmation;

13.3.2 that the Property will be used solely for the purpose of a holiday by you and your Guests;

13.3.3 that you will (and ensure that your Guests will) show all due consideration and respect for any Owners and their representatives and neighbours or other persons or parties that have a connection with the Property. This includes refraining from abusing your stewardship of the Property or dangerous, offensive, violent or anti-social behaviour towards such persons or parties;

13.3.4 that you will (and ensure that your Guests will) use the Property and Rental Services lawfully, will not abuse any facilities provided as part of the Rental Services and will comply with any health

and safety or other policies or instructions notified to you by us or the Owner in connection with the Property or Rental Services;

13.3.5 to allow the Owner or his representative to access the Property at any reasonable time during the Holiday Period provided the Owner provides reasonable advance notice (except in emergencies);

13.3.6 to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the Holiday Period and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found. The Owner (or us acting on their behalf) may make an additional, reasonable charge for professional cleaning after your and your Guests' occupancy as may be required to return the Property to its original state of cleanliness and tidiness;

13.3.7 to report as soon as possible to the Owner (or his representative) any breakages or damage caused by you or your Guests during the Holiday Period. Without affecting any other remedies that the Owner has under the Rental Contract, you promise to fully reimburse the Owner for the cost of replacement or repair for such breakages or damage. We may collect such payments on the Owner's behalf;

13.3.8 to arrive after 3 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless you have selected alternative check-in and check-out dates during the Booking process (as detailed in your Booking Confirmation) or agreed otherwise with the Owner;

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

13.3.10 to notify all Guests before the Holiday Period starts of your and their obligations under this paragraph 13.3.

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

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

13.6 In the event that you or any Guest fails to comply with the requirements set out above in paragraph 13.3, the Owner (or their representative) can refuse to allow you and your Guests to enter and stay at the Property or can require you and your Guests to leave the Property before the end of the Holiday Period. In either case, you will be treated as having broken the terms of Rental Contract and the provision set out in the Owners' right to end a Rental Contract section will apply.

14 Owners' responsibilities

14.1 The Owner will:

14.1.1 perform the Rental Services using reasonable care and skill;

14.1.2 as soon as possible, notify you in writing of any changes to the description of the Property and/or Rental Services relating to your Booking which would make our descriptions of the Property inaccurate, incomplete or misleading;

14.1.3 ensure that the Property is vacant and that you and your Guests have exclusive access to the Property and Rental Services for the full period of the Holiday Period;

14.1.4 ensure that suitable arrangements are in place for you to collect and return the keys/access cards for the Property;

14.1.5 not make any use of the Property (including conducting any viewings of the Property) during the Holiday Period;

14.1.6 show all due consideration and respect to you and your Guests including refraining from any dangerous, offensive, violent or anti-social behaviour towards you and your Guests;

14.1.7 will ensure that the Owner, the Property and the Rental Services comply with all applicable laws and regulations during the Holiday Period;

14.1.8 comply with the terms of the Rental Contract and act in good faith at all times;

14.1.9 respond to queries, complaints and problems which arise during or after the Holiday Period and use its best efforts to resolve them; and

14.1.10 if VAT forms part of the Rental Charges, provide you with a VAT invoice at your written request.

15 Pets

15.1 Pets are only allowed at Properties where this is expressly stated in the applicable Property description. If you take a pet to a Property that does not allow them, or exceed the stated number/size of pet(s), the Owner (or his representative) has the right to:

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

15.1.2 ask you and your Guests to leave the Property before the end of the Holiday Period.

15.2 If the Owner exercises their rights under paragraph 15.1, the Owner may end the Rental Contract in accordance with the Owners' right to end a Rental Contract section.

15.3 You will be liable for all damage caused by your and your Guests' pets. If you are allowed a pet/pets in the Property, you should remove all traces (inside and outside) from the Property of pet occupation before you and your Guests' vacate the Property at the end of the Holiday Period. The Owner may make an additional, reasonable charge for professional cleaning after your and your Guests' occupancy due to any pets that have stayed at the Property. You must not allow pets on beds or on furniture within the Property and pets must not be left alone in the Property at any time. If you break the terms of this paragraph 15.3, the Owner (or their representative or us on their behalf) may notify you that you have broken those terms and if you continue to do so may end the Rental Contract and require you and your Guests to leave the Property before the end of the Holiday Period.

15.4 Registered assistance dogs are allowed in all Properties featured on our Site, even where the property description states that pets are not allowed, provided that you comply with the provisions in paragraph 15.3. You must notify us of the intended presence of any assistance dogs prior to Booking. If you have an allergy to dogs, please be aware that we and Owners cannot guarantee that an assistance dog has not stayed in a particular Property recently. We and Owners cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a Property.

16 Insurance

16.1 You are strongly advised to take out adequate travel insurance prior to departing for your holiday. It is your responsibility to check that your insurance cover is adequate.

17 Promises the Owner makes to you about the Property and Rental Services

17.1 The Owner promises to you that:

17.1.1 it has the right to provide the Rental Services and enter into the Rental Contract with you

17.1.2 the Owner will maintain, at the Owner's expense and with a reputable insurance company, policies to meet the Owner's liabilities under the Rental Contract with you;

17.1.3 the Property and the Owner will comply with all applicable laws and regulations, in particular, relating to fire, health, safety and planning and data protection; and

17.1.4 the Property is properly maintained, clean, tidy and in good repair at the start of the Holiday Period.

18 Our liability

18.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Booking Services including the right to receive services supplied with reasonable skill and care.

18.2 To the fullest extent permissible under applicable law, we disclaim any and all other promises, warranties, conditions, or representations relating to the Booking Service, whether express, implied, oral or written. In particular, we do not make any promises about:

18.2.1 the availability of the Booking Services or the Site or that they will be provided uninterrupted or error or virus-free;

18.2.2 errors or inaccuracies in any documentation supplied by Owners or their representatives, including any documentation that appears on the Site; or

18.2.3 the quality, suitability or performance of the Rental Services, the Property or the Owner. You understand that we may not have conducted any checks on Owners or their Properties and the inclusion or offering for sale of Rental Services does not constitute an express or implied endorsement or recommendation by us of such services. We do not guarantee the accuracy of, and disclaim liability for any inaccuracies relating to the Rental Services offered for sale through us. We

shall not be liable for any damages arising as a result of any inaccurate information or errors on our Site which relate to information about Property or Rental Services. We shall not be liable to you for any losses in the event of Owners overbooking, cancelling bookings in full or in part or due to circumstances or events beyond our or their control.

18.3 We do not authorise anyone to make any promises on our behalf.

18.4 We will not be responsible or liable:

18.4.1 for Owners' performance of their obligations under any Rental Contracts with you or any actions and/or omissions by them (or their nominated representatives) in relation to the Property or Rental Services that you book using the Booking Service; or

18.4.2 for any losses related to any business of yours including but not limited to lost data, profits, revenue, business, opportunity, goodwill, reputation or business interruption.

18.5 When Booking certain Properties only, we may provide you with the option to use the Booking Services to also purchase travel tickets (e.g. ferry travel). In accordance with The Package Travel, Package Holidays and Package Tours Regulations 1992, all passengers purchasing travel tickets with Sykes Cottages Ltd are fully insured for all monies paid to us, including repatriation (if required), arising from the cancellation or curtailment of your travel arrangements due to the unlikely event of the insolvency of Sykes Cottages Ltd.

A certificate detailing this cover will be given to each and every passenger as evidence of cover. Please ensure that you have been given the appropriate certificate(s) at the time of booking.

This insurance has been arranged by MGA Cover Services on behalf of Towergate Chapman Stevens through CBL Insurance.

In all other cases, you accept that we have not in any way selected or assembled your travel arrangements for you. Your accommodation arrangements are not a package and do not fall within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992

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

18.7 If either we or you fail to comply with these Booking Conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Booking Conditions. Losses are foreseeable where they were contemplated by you and us at the time we accept a Booking made by you.

19 Owners' liability

19.1 Owners do not exclude or limit in any way their liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by their negligence or the negligence of their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach

of your legal rights in relation to the Rental Services including the right to receive the Rental Services supplied with reasonable skill and care.

19.2 If either you or an Owner fail to comply with the terms of the Rental Contract, including these Booking Conditions, neither you nor the Owner shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with those terms. Losses are foreseeable where they were contemplated by you and the Owner at the time we accept a Booking made by you.

20 Your rights as a consumer

20.1 We and Owners are under a legal duty to supply services that are in conformity with our respective contracts with you. You have certain legal rights as a consumer under the law and nothing in these Booking Conditions affects your legal rights. Advice about your legal rights in relation to the services we and Owners provide is available from your local Citizens' Advice Bureau or Trading Standards office. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

21 Your right to end a Rental Contract

21.1 You may immediately end a Rental Contract:

21.1.1 if we or an Owner have told you about an error in the charges or Booking Details or a significant error in the description of the Rental Services relating to your Booking and you notify us that you do not wish to proceed; or

21.1.2 if we notify you about a change to the Rental Charges due to changes in the applicable exchange rate and you notify us that you do not wish to proceed in accordance with paragraph 8.1.

21.2 Nothing in this paragraph 21 affects or reduces your legal rights as a consumer. Please see further paragraph 20.1 regarding where to obtain advice regarding your legal rights.

22 Owners' right to end a Rental Contract

22.1 An Owner may immediately terminate their Rental Contract with you if:

22.1.1 you and your Guests do not comply with the obligations set out in paragraph 13;

22.1.2 you do not comply with the applicable rules on pets in accordance with paragraph 15;

22.1.3 if you fail to pay any housekeeping bond on the date that payment of the bond is due; or

22.1.4 circumstances or events outside the Owner's reasonable control prevent or are likely to prevent you and your Guests from staying at the Property for the Holiday Period or the Owner from complying with any other of its obligations under the Rental Contract.

23 Consequences of the Rental Contract ending

23.1 If you end the Rental Contract for the reasons mentioned in paragraph 21, we will refund to you the Booking Fee and the Owner will refund to you the Deposit and any other amounts paid by you for the Booking within 14 days of the date you notify us that you wish to end the Rental Contract.

23.2 If the Rental Contract ends during the Holiday Period, you must:

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

23.2.2 notify the Owner (or their representatives) and us that you and your Guests have left the Property and the reasons for doing so; and

23.2.3 return the keys/access cards to the location instructed by the Owner.

23.3 Nothing in this paragraph 23 affects or reduces your legal rights as a consumer. Please see further paragraph 20.1 regarding where to obtain advice regarding your legal rights.

24 Complaints

24.1 If you have any complaint about the Booking Services, Rental Services or the Property please contact us by telephone [(or via the Site)]

If you are still staying at the Property and wish to make a complaint about a Property or Rental Service, we would suggest that in the first instance you contact the relevant Owner (or their representative) as soon as possible. We encourage all Owners to take complaints from holidaymakers seriously and to do their best to resolve them, where possible.

24.2 If you still wish to make any complaint and/or are dissatisfied with the Owner's response to any direct complaint, please contact us as soon as possible (and in any event within 7 days of the end of the Holiday Period for the relevant Booking) with full details of your complaint and the Owner's response (if any).

24.3 We will use our reasonable endeavours to liaise with an Owner on your behalf to attempt to resolve your unresolved complaints.

24.4 Nothing in this Complaints section will affect your legal rights or any right you may have to bring legal proceedings against an Owner under a Rental Contract.

25 Other important terms

25.1 Written Communications. You agree to receive communications from us and Owners electronically and that electronic communications will satisfy any legal requirement for communications to be in writing.

25.2 Language. These Booking Conditions may be presented to you in more than one language. However, the English language version of these Booking Conditions shall prevail. Any contracts made under these Booking Conditions will be concluded in English.

25.3 Our reliance on these Booking Conditions. We and each Owner intend to rely on these written Booking Conditions and any document expressly referred to in them in relation to the subject matter of any contract made under them. We and you and each Owner will be legally bound by these Booking Conditions.

25.4 References to 'including' and other similar expressions. In these Booking Conditions, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

25.5 We may transfer this contract to someone else. We and each Owner may transfer our rights and obligations under these Booking Conditions to another organisation. We or the Owner will contact you to let you know if this is planned. If you are unhappy with the transfer you may contact us or the Owner to end the relevant contract within 14 days of us or the Owner telling you about it and we or they will refund you any payments you have made in advance for services that have not been provided.

25.6 Events or circumstances beyond our or an Owner's reasonable control. If we or an Owner is prevented or delayed from complying with any obligations under these Booking Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our or an Owner's reasonable control, the inability or delay in performing those obligations will not be treated as a breach of the terms of these Booking Conditions. Examples of such events or circumstances include fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war.

25.7 You need our consent to transfer your rights to someone else.. You may only transfer your rights or your obligations under a contract made under these Booking Conditions to another person if we or an Owner (as applicable) agree to this in writing.

25.8 Nobody else has any rights under these Booking Conditions or the Contract.. Each contract for the provision of the Booking Services is between you and us. Each Rental Contract is between the relevant you and the relevant Owner. No other person shall have any rights to enforce any of the terms of each respective contract. The party to a contract made under these Booking Conditions will not need to get the agreement of any other person in order to end that contract or make any changes to these Booking Conditions.

25.9 If a court finds part of these Booking Conditions or any contract to which they apply illegal, the rest will continue in force.. Each of the paragraphs of these Booking Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25.10 Even if we or an Owner delays enforcing a contract made under these Booking Conditions, we or the Owner (as applicable) can still enforce it later. If we or an Owner do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we or an Owner delay in taking steps against you in respect of you breaking a contract made under them, that will not mean that you do not have to do those things and it will not prevent us or an Owner (as applicable) taking steps against you at a later date. For example, if you miss a payment and an Owner does not chase you but continues to provide the Rental Services, they can still require you to make the payment at a later date.

25.11 Which laws apply to these Booking Conditions and any Contract between us and where you may bring legal proceedings. These Booking Conditions and any contracts made under them are governed by English law and you can bring legal proceedings in respect of any such contracts in the English courts. If you live in Scotland you can bring legal proceedings in respect of any contracts made under these Booking Conditions in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of any contracts made under these

Booking Conditions in either the Northern Irish or the English courts. If you live in the Republic of Ireland you can bring legal proceedings in respect of any contracts made under these Booking Conditions in either the courts of the Republic of Ireland or the English courts.

25.12 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we or an Owner has handled any complaint, you may want to contact an alternative dispute resolution provider. You can submit a complaint to the IDRS (part of the Centre for Effective Dispute Resolution) via their website at <http://www.cedr.com/idrs/>. IDRS will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

26 Changes to these Booking Conditions

26.1 We may make changes to these Booking Conditions at any time by sending you an email with the modified Booking Conditions or by posting a copy of them on the Site. Any changes will take effect 7 days after the date of our email or the date on which we post the modified terms on the Site, whichever is the earlier. If you continue to use the Site after that period has expired, it means that you accept any such changes. The modified Booking Conditions will not apply to any Bookings that we confirm with you before the date the modified Booking Conditions come into effect.

26.2 No representative, agent or sales person has the authority to vary, amend or waive any of these Booking Conditions. No amendment, variation or waiver of any of these Booking Conditions will be valid or have any effect unless accepted by us in writing.

27 Contact us

27.1 This Site is owned by Sykes Cottages, a company incorporated in England. The registered office address of Sykes Cottages is: One City Place, Chester, Cheshire, CH1 3BQ, United Kingdom

Our registered company number is 04469189 and our VAT registration number is 204 9794 88.

Our correspondence address is: One City Place, Chester, Cheshire, CH1 3BQ, United Kingdom

Email address: info@sykescottages.co.uk Telephone number: 01244356666