

Booking Terms & Conditions

Bookilber Barn – Dales Hideaways Limited

1. Introduction

- 1.1. We are Dales Hideaways Limited (“we”, “our”, “us”) of registered address, Office 1 Emsay Mill, Emsay, Skipton, North Yorkshire, England, BD23 6QF. We operate under the brand name of Daleshideaways.com.
- 1.2. By booking with us, you confirm that you agree to comply with and accept these booking conditions and the following information which we will provide to you:
 - (i) All information in any specific conditions or restrictions set out in our website; and
 - (ii) any other written information we brought to your attention prior to confirming your booking.

2. Your use of the booking

- 2.1. The accommodation is rented for the purpose of holiday lettings only. Accordingly, you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation as holiday accommodation for the period of your booking. No booking of any kind is an ‘Assured Shorthold Tenancy’ or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in England and/or Scotland.
- 2.2. Our booking services with you is solely available for your personal, non-commercial use only unless otherwise agreed with us. You may not offer for resale any booking services without our express permission.

3. Website details

- 3.1. We aim to make sure that information provided by us about the accommodation and its facilities or services, is accurate and complete on the date given. Descriptions are intended to present a general idea of the accommodation only.
- 3.2. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual accommodation and its description. Occasionally, some facilities or services may not be available at the time or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.
- 3.3. Wi-Fi provision at the property is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure, not for business purposes.
- 3.5. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website.

4. Making your booking

- 4.1. As the person in charge of the party (“the party leader” or “you”), you must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions where applicable.
- 4.2. You are responsible for making all payments to us.
- 4.3. You must ensure that all the information you provide us in connection with your booking is true, accurate, current, and complete. If any of your details change, you must promptly update your details.
- 4.4. The price agreed prior to confirmation, includes in its price, all bed linen, towels, gas, electric, and a starter supply of logs and firelighters. Extras shown on the website can be purchased when booking your holiday and delivered to the barn prior to your visit.
- 4.5. 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 we are unable to make reasonable adjustments to meet that person’s particular needs, we, reserve the right to refuse or cancel the reservation.
- 4.6. 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 accommodate any reasonable requests, we cannot guarantee that any request will be met. Confirmation that we have noted a special request, or the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we fail to meet any special request, it will not mean we have broken your contract.
- 4.7. Your booking is made as a consumer and you agree that we will not accept liability for expenses, costs, losses, claims or other sums that relate to any business however so suffered or incurred by you.
- 4.8. If the accommodation is available and we have received all the relevant payments from you, we will give you written confirmation of your booking as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking.
- 4.9. Your binding contract with us will begin when we issue you the written confirmation on behalf of us confirming that you have made the appropriate payments.
- 4.10. If you pay the deposit, it does not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements until we have issued you with a written confirmation.
- 4.11. If you book with us online, we will acknowledge that we have received your booking and then later send you your confirmation by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.
- 4.12. Where we offer the option of a provisional telephone booking, the accommodation will be released for general sale after the agreed time-period unless you confirm the booking by making the appropriate payment.

- 4.13. We have the right to refuse any booking before we send you written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, we will not have any legal responsibility to you.
- 4.14. As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. We have no responsibility for any errors in any documentation, except where an error is made by us.
- 4.15. Even if we have sent a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate; (ii) you are likely to breach these booking conditions; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner. If we cancel your booking in these circumstances, we will tell you in writing and we will not have any legal or financial responsibility to you.

5. Payment

- 5.1. When you book, you must pay the deposit amount then due.
- 5.2. The balance is due at least 6 weeks before your stay. This can be paid by bank transfer. Non-payment of the final balance when it becomes due will constitute cancellation of the booking and forfeiture of the deposit payment and potentially additional cost – please refer to section 10.
- 5.3. All payments are to be made by bank transfer to 'Dales Hideaways Ltd'. Sent to:
Bank sort: 20-98-98
Bank Account: 73082903
- 5.3. If you do not pay any payment due in relation to your booking by the appropriate date, we are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of clause (Full customer cancellations) will apply. You may also need to pay additional charges.

6. Deposit

- 6.1. For your booking, we will ask you to pay a non-refundable deposit of 30% to secure your booking.
- 6.2. By paying your deposit you are deemed to have accepted our terms and conditions in full.
- 6.3. If you book the property with a deposit which is lower than the standard deposit, you also agree to pay the difference between the amount paid and the standard deposit. You must make this additional payment either at the time the balance of your booking is due or, if you cancel before the balance due date, at the time you cancel the booking.

7. Pricing

- 7.1. We keep the prices charged under constant review and the price of the property may be increased or decreased at any time. We may also correct mistakes in the pricing at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details at the time of booking.
- 7.2. 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. Variations in the tax rate or government charges may result in variations of the sums due for your booking and you may be required to pay any additional taxes that arise after your booking has been confirmed.
- 7.4. All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.

8. Changing your booking

- 8.1. If you want to change any detail of your confirmed booking, you must notify by calling or emailing us as soon as possible and we will do our best to arrange the changes.
- 8.2. Changes can only be accepted with our agreement, although we will always do our best to accommodate changes.

9. Full customer cancellations

- 9.1. This clause does not apply to any cancellations due to government public health measures for Covid-19, which is covered by clause 11 (Cancellations due to government public health measures for Covid-19).
- 9.2. If you have to, or want to, cancel your booking after it has been confirmed, you must phone us on the number shown on our website or booking confirmation as soon as possible. The day we receive your notice by phone or via email to cancel is the date on which we will cancel your booking.
- 9.3. You may have to pay a cancellation charge based on the number of days before the arrival date at the accommodation that we receive notice, as shown in the table below. This means that if you have already paid the full balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not yet paid your total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.
- 9.4. For the purpose of the table below, total accommodation cost means accommodation rental price plus any extra items booked as extras.
- 9.5. The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period.
- 9.8. Cancellation table:

The booking deposit and/or the full stay cost are only refunded at our discretion. If we can confirm a replacement booking with another guest, we will refund it in full. Once the balance is paid, the same also applies. We will always be fair and accommodating, but re-advertising late cancellation will usually be discounted and deducted from the payment. Therefore, if we fail to make a replacement booking, we will have no other choice then to enforce the cancellation charge as detailed below:

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 (in addition to any booked extras or administration fees you owe or have already paid which are non-refundable)
More than 84 days	Full standard deposit
57 to 84 days	50% of the total accommodation cost or full deposit (including any balance of deposit due), whichever is greater
43 to 56 days	60% of total accommodation cost
29 to 42 days	75% of total accommodation cost
8 to 28 days	90% of total accommodation cost
7 days or less	95% of total accommodation cost

10. Cancellations due to government public health measures for Covid-19

10.1. If you have to cancel your booking because UK government public health measures imposed as a result of the Covid19 pandemic mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to:

- (i) transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower.
- (ii) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available to you before you make your choice under this clause; or
- (iii) obtain a refund of the amount already paid by you for the booking, less any administrative costs which we incur in processing your refund.

10.2. You will have to contact us in order to access these options.

11. Part Cancellations

11.1. If any person(s) in your party needs to cancel, this will not affect the total cost of your booking.

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

12. Changes by us

12.1. We do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We have the right to do so.

12.2. If we need to make changes, we will contact you by phone if reasonably possible in the case of a significant change or by email in the case of a minor change as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you.

13. Cancellations by us

13.1. If we cancel your booking or we are prevented from providing the accommodation you have booked, you may choose to:

- (i) transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower.
- (ii) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available before you make your choice under this clause; or
- (iii) obtain a refund of the amount already paid by you for the booking, free of any administration charges.

13.2. We will contact you to inform you of these options.

14. Events Beyond Our Control

14.1. Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation, if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our control, the consequences of which could not have been avoided even

if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics, pandemics and the effects of the Covid-19 pandemic) or natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the property and/or make it impossible to travel safely to the property or remain at the property, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside of our control.

15. Insurance

- 15.1. We recommend that you take out travel insurance to cover you for your total stay.
- 15.2. You should ensure that you take your policy documentation with you on holiday.
- 15.3. It is your responsibility to make sure that any insurance cover you purchase is suitable for your needs.

16. Your obligations in respect of the accommodation

16.1. We have set the following conditions on your stay at the accommodation:

- (i) **Arrival and departure** - You can arrive at your accommodation at any time after 4pm (unless we agree with you otherwise) on the start date of your rental period. You must leave by 10am on the last day (unless we agree with you otherwise). If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact the person whose details we provide you. If you fail to do so, you may not be able to get into the accommodation. 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 we provide you know that you are arriving late, we may treat your booking as having been cancelled by you. In this situation, you will not be refunded any money you have paid.
- (ii) **Security deposits** – We require payment of £250 or £350 for stays over 7 days for a security deposit. The deposit must be made, with any outstanding balance by 6 weeks prior to your stay. However, if you have booked within 6 weeks of your stay the deposit and the full value of your stay will be required immediately.
 - a. The Property will be assessed after your stay. If no excessive cleaning is required, or loss or damage is discovered, we will provide you with a full refund of the Security Deposit. Otherwise, if any loss or damage is discovered then you will be informed of the amount to be deducted from the Security Deposit.
 - b. If the reasonable cost of repairing any loss or damage to the Property or contents exceeds the Security Deposit, we will invoice you and/or charge your credit or debit card.
- (iii) **Behaviour** - You and all members of your party agree:
 - a. to keep the accommodation clean and tidy.
 - b. to leave the accommodation in a similar condition as you found it when you arrived.
 - c. to behave in a way at all times whilst at the accommodation which does not break any law.
 - d. not to use the accommodation for any illegal or commercial purpose.
 - e. not to sublet the accommodation or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted as a member of your party.
 - f. not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.
- (iv) **Maximum occupancy** - You must not allow more people than the website states to stay overnight in the accommodation. You cannot arrange for visitors to the accommodation without our advance consent. You must not hold events (such as parties, celebrations or meetings) at the accommodation without our advance consent. If you do any of these things, we can refuse to hand over the accommodation to you, or can repossess it. If this does occur, 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 will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). Neither will we be under any obligation to find any alternative accommodation for you.
- (v) **Pets** - We are sorry, but we cannot accept pets at Bookilber Barn.
- (vi) **No Smoking** - For the comfort of all our guests we do enforce a non-smoking (including e-cigarettes) policy throughout the whole property.
- (vii) **Stag Nights** - Sorry, we are unable to accept this type of booking.
- (viii) **Vehicles** - We strive to provide a safe and secure environment for our guests' vehicles. However, please be aware that any loss or damage that may occur to your vehicle whilst it is on our property is not within our control, and we cannot assume any responsibility for it. Additionally, we would like to inform you that the lane leading to our property is owned by the local authority, and therefore any liability or responsibility for its condition rests solely with them.
- (ix) **Rubbish** - Guests are responsible for the removal of their rubbish.
- (x) **Limited accessibility** – Due to the age and the layout of the property it does have areas of limited accessibility. Therefore, it may not be suitable for people who struggle with certain types of mobility as there are steps throughout the property. However please call us to discuss the level of any limited accessibility as there may be measures that we can introduce to accommodate yourself or your party.
- (xi) **Hot Tub** - The Hot tub is located in the outbuilding located adjacent from the barn. Instructions for use are in the folder located by the hot tub. Please ensure all guests shower before use and do not get into the hot tub wearing fake tans or

any other tanning products, also do not add any detergents to the hot tub as this will damage the unit. Any misuse of the hot tub may result in the loss of part or all of your security deposit.

17. Occupancy

- 17.1 Only those listed on the guest details form are entitled to use the property for the stay. This must be signed and returned at least 6 weeks before your stay. Late return or exceeding the number quoted may constitute cancellation. The house accommodates 12 persons (including children), plus 1 cot. Should you wish to exceed this number, during the daytime occupancy, please discuss with us at the time of booking. Exceeding the number or agreed number of stated guests will be contrary to these conditions. Details of the property layout can be located on our website.

18. Damage

- 18.1. As the Party Leader you are responsible for all guests staying at the accommodation and that includes the things they do (and do not do) even if you do not stay at the accommodation during the booking period.
- 18.2. You are responsible for and agree to reimburse us for all costs incurred by us as a result of any breakage or damage in or to the accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you. We can ask for an extra payment over and above the security deposit from you as detailed in 17.1(ii) to cover any such costs.
- 18.3. We expect the property to be left in a reasonably clean and tidy state on departure. If, in our opinion, additional cleaning is required, you will be liable for the cost of this cleaning.
- 18.4. If you discover that anything is missing or damaged on arrival, please notify us immediately.

19. Right of Entry

- 19.1. We are allowed to enter the accommodation (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking Terms & Conditions.
- 19.2. We are allowed to enter the accommodation to inspect it (including but not limited to where you have complained about the accommodation). If this happens, you will be given reasonable notice first.
- 19.3. You agree to allow us or our representative (including workmen) access to the accommodation as required by this clause.

20. Unreasonable behaviour

- 20.1. We can refuse to hand over their accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to members of staff or neighbours, or if we have reasonable cause to believe that you or any member of your party will cause damage or loss to the accommodation, its services or facilities. If this happens, the contract between us will end and you will not receive any refund and we will not have any further responsibility to you.
- 20.2. We can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the accommodation by you) is likely to spoil the enjoyment, comfort or health of local residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the accommodation by you) has broken or is likely to break any of these booking conditions, our terms and conditions or any other terms and conditions applicable to the accommodation which you have been told about. If this happens, you will have to leave the accommodation immediately and no refund will be given. You may also be responsible for any costs we incur as a result of your behaviour.

21. Complaints

- 21.1. If you have any complaint, you must let us know immediately and, in any event, before you travel. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong and allow us an opportunity to respond to you.
- 21.2. We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit. We cannot be held responsible for accidents/damage that may occur that are outside our control. We also cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation, or which is beyond our 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, Hot Tub pumps/filtration systems, nor for the failure of public utilities such as water, gas and electricity.
- 21.3. It is important to us that your stay with us is an enjoyable one but on your arrival if you are immediately dissatisfied or during your stay as soon as you become dissatisfied can you please contact us at the earliest opportunity. We will endeavour to rectify any issues as soon as practically possible.

22. Privacy

- 22.1. Any review left by a guest, either on social media or in the visitor's book may be used by Dales Hideaways Limited for publicity purposes e.g., social media, website, etc. We will, where required, anonymise names and locations.
- 22.2. Please see our Privacy Notice on our website which explains how we will process your personal information.
- 22.3. We may, but do not always, 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.

23. Changes to these terms

23.1. No amendment, variation, or waiver of any of these booking conditions will be valid or have any effect unless accepted by us in writing.

24. Other terms

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

24.2. If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void or unenforceable then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.

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

24.4. Dales Hideaways Limited, registered address, Office 1 Embsay Mill, Embsay, Skipton, North Yorkshire, England, BD23 6QF. registered in England and Wales, with a company registration number 13916453.