

Booking Conditions for 2017 arrivals

In these Booking Conditions, 'you' and 'your' means all people named on our booking system (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means Wyndham Vacation Rentals (UK) Ltd, Spring Mill, Earby, Barnoldswick, Lancashire BB94 0AA.

Cumbrian Cottages, Yorkshire Cottages, Northumbrian Cottages, Derbyshire Cottages, Scottish Cottages, Wales Cottages, Holiday Cottages, Regional Cottages and Norfolk Cottages are trading names of Wyndham Vacation Rentals (UK) Ltd.

Before booking through us, please read these Booking Conditions carefully and all the other information relevant to your booking, including:

- The property rental conditions (which means all information in any specific conditions or restrictions set out in the brochure or website description of your chosen property or properties);
- The 'Important Information' section of the brochure, the website or other publication we tell you about; and
- any other written information we brought to your attention prior to confirming your booking.

We arrange bookings as agent of the owners of the properties ('owner'). When you book a property with us acting as agent for the owner, you are actually entering into a contract with the owner. As we act as agents when taking your booking, we accept no legal responsibility for any contract you enter into for the property or for the acts or neglect of any owner or other person connected with your booking. For all bookings, your contract will be with the owner of the property. When making your booking we will arrange for you to enter into a contract with the applicable owner. Your booking with us is subject to these booking conditions and the specific terms and conditions of the owner you contract with.

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

All properties on our website and in our brochures are offered by the owners for the sole purpose of holiday lettings, unless expressly agreed otherwise in writing by the owner and us. Accordingly you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977.

1. Making your booking

All bookings depend on the property being available. You as the person in charge of the party ("the party leader") must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these booking conditions. You, as the party leader, are responsible for making all payments due to us.

As long as the property is available and we have received all the relevant payments from you, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking. Your binding contract with the owner will begin when we issue you with the written confirmation on behalf of the owner. For bookings made within 14 days of the departure date, you will have a binding contract with the owner when we give written confirmation of your booking to you or your travel agent and you have made the appropriate payments to us or your travel agent. If we pay the deposit into our bank account, it will not mean we accept a booking unless we have issued you with written confirmation.

We will give you written confirmation either by post or by email. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email on behalf of the owner. If you book by post or phone, we will send your confirmation to you by post unless you tell us at the time of booking that you would prefer it to be provided by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We, on behalf of the owner, have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing and promptly refund any money that you have paid to us. In this case, neither we nor the owner will have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. If you book through a travel agent, we will send your confirmation and all other documents to your travel agent.

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

Even if we have sent a written confirmation, we on behalf of the owner or service provider, have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of our booking conditions (iii) information supplied by you in relation to your booking is incorrect. If we cancel your booking, we will tell you in writing and neither we nor the owner or service provider will have any legal responsibility to you.

2. Payment

When you book, you must pay the deposit amount due (plus any applicable booking fees) by debit or credit card, or by sending us a cheque. We only accept payment in pounds sterling. We must then receive the rest of the money owed no less than 8 weeks before the start of your stay. However, if you book less than 8 weeks before the start of your stay, we must receive full payment of the total cost of your booking (including any travel insurance premiums and booking fees) when you make the booking. For any booking made less than two weeks before the start of your stay, you must pay for the booking in full by debit or credit card, or by bank transfer, at the time of booking.

If you do not pay any payment due in relation to your booking by the appropriate date we, on behalf of the owner, are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of section 6b will apply. You may also need to pay additional charges.

If you pay by credit card, we will charge up to 1.99% for each payment made this way to cover costs and charges we have to pay in connection with credit-card payments. If your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £27.

Except where otherwise advised or stated in, all monies you pay to us for the accommodation (except for any insurance premiums, bookings fees and our commission) will be held by us on behalf of the owner and forwarded on to the owner in accordance with our agreement with the owner.

3. Pricing

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

All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made.

We can pass on to you, in full, after we have confirmed your booking, all costs or charges the owner makes to us which are connected with your booking, including any price increases due to changes in the exchange rates of currency.

All prices are for the property as a whole and are not on a per person basis, except when an extra person charge applies

4. ABTA membership

We are a member of ABTA, membership number Y0662. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

5. Brochure or website details

We aim to make sure that the information provided by owners is presented accurately on our website, in brochures and other promotional literature or material we produce and provide. It is intended to present a general idea of the property. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual property and its description. This is usually because the owners are always aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned in the brochure or on our website, by our advisers or advertised elsewhere. We make reasonable efforts to make sure that information we give you about your property and its facilities or services, as well as advertised travel and other services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, unless this was caused by our negligence.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business purposes. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi.

6. If you change or cancel your booking

a. Changes

If you want to change any detail of your confirmed booking, you must notify us at least 8 weeks before the start date of your booking. We are unable to consider change requests that are received less than 8 weeks before your booking starts. We must receive your request in writing by post or email. We may agree to accept verbal notification of your request over the telephone, but this should be arranged with us first. Whilst we will try to assist you with your request, we cannot guarantee that the owner concerned will be able to meet your request and we will have to check with them. Changes can only be accepted in accordance with the terms and conditions of the owner. Where a change can be arranged, you may be asked to pay an administration fee of £27 for each change as well as any additional costs charged by the owner which will be charged at the current brochure price, which may be different from the price in the brochure from which you booked your chosen property. Some owners may treat changes to your dates or property as a cancellation of the original booking and so you will have to pay cancellation charges.

b. Full cancellations

If you have to, or want to, cancel your booking, you must phone us on the number shown on your booking confirmation as soon as possible. The day we receive your notice by phone to cancel is the date on which we will cancel your booking with the owner. Depending on your reason for cancellation, you may receive a refund (if authorised by the owner) of all money you have paid to us for your booking (apart from booking fees and, if it applies, the premium for any personal travel insurance you have arranged with us, any amendment charges, and credit-card charges you have already paid). We will also charge a cancellation administration fee of £51 for each week or part of a week per booking.

The conditions for getting a refund referred to above only apply if the cancellation applies to all members of your party. All prices are for the whole property and not on a per person basis.

Under your contract with the owner, to qualify for a refund you must have one of the following reasons and you may be asked to send evidence:

- Illness or pregnancy (we will need to see medical evidence that you or a member of the party is unfit to travel). We will not cover pregnancy if the relevant person was pregnant before the booking was made. And we will not make a refund if the woman is due to give birth within 14 weeks of the arrival date home
- Death.
- Redundancy (as long as the employment has been a continuous with the same employer for at least two years).
- Jury or witness service (in a court of law).
- Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, son or daughter, son or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother or fiancé or fiancée).
- Your home is damaged and cannot be lived in because of fire, storm, flood, subsidence or malicious damage.
- The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your holiday or within the seven days before this.
- You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost booking from another source) or
- You are placed in quarantine.

Please note that all of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of your booking. This particularly applies to pre-existing illness.

You may be eligible for a full refund if you cannot reach your holiday destination at all due to snow or flood conditions or as a result of being involved in an accident while on the way there. This only applies if you have made every effort to try to complete your journey. You will need to produce evidence of this including from the police or Highways Agency. Although a refund is available in these circumstances you may prefer to delay your arrival. If you choose to delay in these circumstances you will receive a 15% refund for each 24 hour delay (up to a maximum of 72 hours = 45% (For short breaks, you will receive a fixed refund of 45% for all arrivals delayed for more than 24 hours).

If the reason for cancellation is not one of those given above, for example, you do not want to travel, your leave is cancelled by your employer and so on, you will have to pay a cancellation charge to the owner based on the number of days before the arrival date at the property that we receive notice, as shown in the table below. This means that if you have paid the 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 paid your total booking cost, including any booking fee and the premiums for any insurance (if you have bought this) by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. For the purpose of the table below, accommodation cost means the total cost of the accommodation booking, including any extra items. You will still have to pay any insurance premiums, booking fees, credit-card charges and administration fees for making any changes.

If you have already paid any insurance premiums, booking fees, credit-card charges and administration fees, we will not refund these if you cancel.

Cancellation charges

Number of days before the start of your trip that we receive your notice to cancel	Cancellation charge levied on behalf of owners (plus all booking fees, insurance premiums, credit-card charges or administration fees you owe)
More than 56 days	Full deposit (including any balance of the deposit due)
29 to 56 days	50% of the accommodation cost or full deposit (including any balance of deposit due), whichever is greater.
15 to 28 days	75% of accommodation cost
8 to 14 days	90% of accommodation cost
7 days or less	Full accommodation cost

If you live outside the UK and have booked through a local agent, your accommodation cost in the above cancellation charges table includes the amount paid by your local agent to us after taking off any booking fees, insurance premiums and any administration charge paid to us for making any change.

N.B: Some owners may charge higher cancellation charges and these will be passed on to you.

c. Cutting short your stay

You are not eligible for any refund if you choose to cut short your stay/ leave before the end of your booking.

d. Members not travelling

If a person or persons in your party do not travel but the booking still goes ahead with reduced numbers, this will not affect the total cost of your booking.

7. Cancellations or changes by the owner

The owners do not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected. The owner has the right to do this. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change; however we will have no further liability to you.

8. Events beyond our control

Unless we say otherwise in these booking conditions, unfortunately neither we nor the owner will be legally responsible either jointly or individually for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we or the owner could not, even with all due care avoid, including but not limited to:

- strike;
- lock-out or labour dispute;
- natural disaster;

- acts of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction including advice from the foreign office to leave or avoid a certain country;
- accident;
- breakdown of equipment or machinery;
- insolvency or bankruptcy of an owner;
- fire, flood, snow or storm;
- difficulty or increased cost in getting workers, goods or transport;
- and other circumstances affecting the supply of the arrangements.

9. Our legal responsibilities to you

As we act only as agent for the owner, we cannot accept any legal responsibility for any act or neglect on their part or of anyone representing or employed by them. And we cannot accept any liability for any problems or faults with or in any property as all properties are only controlled by the owners. Your contract is with the owner and is governed by their terms and conditions, which may contain other limits on their legal responsibility. Our responsibilities to you are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the property that we pass on to you in good faith. If you have any complaints about any services we provide, e.g. our booking service, (as opposed to the property provided by the owner), you must let us know immediately in writing and in any event within seven days of the end of any arrangements booked through us. We regret we cannot accept any legal responsibility if you do not let us know. If we are found to be at fault in relation to any service we provide (as opposed to any service provided by the owner, for whom we are not responsible), we will not pay more than the commission we have earned for the booking (or the appropriate proportion of this if not everyone on the booking is affected), plus any reasonable connected expenses you cannot recover from elsewhere. We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit.

Neither we nor the owner can be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond the owner's control. If we know about a problem before you arrive, we will contact you to let you know.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers or swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

10. Owner's terms and conditions

The properties are provided by people, firms, companies and other organisations (the owners) which are totally independent of us and for whom we act as agents. These owners provide the property in line with their own terms and conditions. Some of these terms and conditions may limit or exclude their liability to you, usually in line with international conventions which apply. The terms and conditions are available from the owners if you ask.

11. Insurance

We consider it is essential that you have enough travel insurance for your trip. For UK property bookings, we recommend that you take out enough travel insurance to cover you for your total stay. You will find details of the UK Personal Travel Insurance policy we offer in our brochure and on our website. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

12. Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you make your booking and give us full details in writing as early as possible before you travel. If the owner reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

13. Your property

The owner has set the following conditions on your stay at the property:

Arrival and departure: You can arrive at the property at any time after 3pm (unless we tell you otherwise, for example on your confirmation or in the key collection details we send you) on the start date of your rental period. You must leave by 10am on the last day. If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact the owner or the owner's representative, whose details are given in the location guide. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let the owner/owner's representative know you are arriving late, the owner may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid and you will be responsible for making alternative arrangements.

Security deposits: some owners require payment of a security deposit. If this applies to your chosen property, this is a direct arrangement between you and the owner, which we may or may not administer on behalf of the owner. The amount, and details of how the payment should be made and how and when it will be returned (less any costs for breakages, damages etc. if applicable) will be provided at the time of booking.

Behaviour: You and all members of your party agree:

- to keep the property clean and tidy;
- to leave the property in a similar condition as you found it when you arrived;
- to behave in a way at all times while at the property which does not break any law;
- Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others;
- not to use the property for any illegal or commercial purpose;
- Not to sublet the property or part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party.

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

Pets: pets are not allowed unless we say so in the brochure/website. If you take a pet with you, it is not allowed upstairs, on beds or furniture, or in any shared facilities, such as swimming pools or shops. You must not leave any pets unattended in the property, including any garden, and you must keep dogs on a lead within the boundaries of a property (including the garden). Registered assistance dogs are allowed in most properties featured in this brochure even if the property description says that pets are not allowed. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property, even if the owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. It is your responsibility to make specific enquiries before booking as some property owners may take their own pets to a

property. You should also read the information on taking pets on holiday included in our brochure or on our website. If there is a charge for taking a pet, you will be told at the time of booking.

14. Damage

You are responsible for and agree to reimburse to the owner and us all costs incurred by the owner and/or us as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. The owner and/or we can ask for an extra payment from you to cover any such costs.

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

You may need to check and sign an inventory of the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please notify the owner/key holder immediately.

15. Right of Entry

The owner is allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, the owner's own terms and conditions or any other terms that apply to your booking and/or the property. The owner or its representative also is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens, you will be given reasonable notice first.

You agree to allow the owner or their representative (including workmen) access to the property as required by this clause.

16. Unreasonable behaviour

The owners of all properties can refuse to hand over their property if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or if the owner has reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens, the contract between you and the owner will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you.

The owners of all properties can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken or is likely to break any of these booking conditions, the owner's terms and conditions or any other terms and conditions applicable to the property which you have been told about. If this happens, you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs the owner has as a result of your behaviour as set out in clause 14.

17. Special requests

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

18. Complaints

If you want to complain, we, together with the owner, will want to take action to sort your complaint as soon as possible. Because the contract for your property is between you and the owner, you should put any queries or concerns to them. It is essential that you contact the owner or their representative immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless the owner is told promptly. If you discuss the problem with the owner or their representative during your stay at the property, it can usually be sorted out straightaway. In particular, complaints which would only be temporary (for example, complaints on how the property has been prepared or the heating not working) cannot possibly be investigated unless registered during your stay. If you cannot contact the owner or their representative, or if you are not happy with their response, you should immediately phone our Customer Services Line on the number shown on your confirmation.

If, after this, you feel that the problem has not been dealt with to your satisfaction, you must, within 28 days of returning from your stay, put your complaint in writing to us. We will then pass this on to the owner. Send your letter to our office at Atlantic House, Fletcher Way, Parkhouse, Carlisle, Cumbria CA3 0LJ marked for the attention of the Customer Relations Department. Or you can send an email to dutymanager@cumbrian-cottages.co.uk. We have designed this procedure to make sure we can sort out complaints as quickly as possible. Please help us and the owner to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate.

As we act only as an agent for the owner, we cannot accept any legal responsibility for your accommodation or personal property. If we help to sort out a complaint, we are doing so as an agent only and will have no legal responsibility to you for any refund or compensation.

19. Governing law & Jurisdiction

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

20. Communicating with you

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

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

The prices and booking conditions displayed supersede all those previously published. Prices and booking conditions may be updated, changed or varied subsequently. Please see our website for the latest details.

For the purposes of the Landlord and Tenant Act 1987, you can send any notices intended for the owner to our registered office address Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA and we will forward these on to the owner.

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

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

Wyndham Vacation Rentals (UK) Ltd
Registered office:
Spring Mill, Earby, Barnoldswick, Lancashire BB94 0AA
Company registration number: 00965389
VAT registration number: GB 598 2299 77

Wyndham Vacation Rentals (UK) Ltd is a Wyndham Worldwide Company.