

# Booking Conditions

## Boats – Accommodation Only

### 1. Introduction

- 1.1. We are Awaze Vacation Rentals Ltd (“we”, “our”, “us”) of Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW. We operate under a number of brands, including Hoseasons.
- 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) the accommodation rental conditions (which means all information in any specific conditions or restrictions set out in the website description of your chosen accommodations);
  - (ii) the Important Information section of the website or other publication we tell you about; and
  - (iii) any other written information we brought to your attention prior to confirming your booking.
- 1.3. These Booking Conditions apply to bookings of **accommodation only**.

### 2. Our role as agent

- 2.1. We act as agent of the boat operator (“Owner”) of the boat accommodation (“accommodation”) for which you make a booking by arranging bookings and taking payments from you for accommodation bookings.
- 2.2. When you book an accommodation with us acting as agents, you are entering directly into a legally binding contract with the Owner, with respect to renting the accommodation, not us. We will not be a party to that contract.
- 2.3. We, as agents, accept no legal responsibility for any contract you enter with the Owner, or for the acts or omissions of any Owner or anyone representing or employed by them in relation to your booking. We cannot accept any liability for any problems or faults with or in any accommodation which are solely under the control of the Owner. Our responsibilities to you are limited to making the booking in accordance with these booking conditions and your instructions and processing any amendments to or cancellation of the booking.

### 3. Your use of the booking

- 3.1. The accommodation that we advertise is offered by the Owner for the sole purpose of holiday lettings, and/or must never be occupied as your principal home, unless expressly agreed otherwise in writing by the Owner and us. 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 Scotland.
- 3.2. Our booking services with you are available for your personal, non-commercial use only. You may not offer for resale any booking services without our express permission.

### 4. Website details

- 4.1. We aim to make sure that information provided by Owners about their 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 and do not constitute any advice or recommendation by us.
- 4.2. 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 or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.
- 4.3. Where Wi-Fi is an advertised facility, 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.
- 4.4. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and services that we pass on to you in good faith, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.
- 4.5. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website.

### 5. Making your booking

- 5.1. 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 and any restrictions or requirements stated on the accommodation advertisement. There must be at least two adults over the age of 18 in every party unless we say differently on our website.
- 5.2. You are responsible for making all payments to us.
- 5.3. 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.
- 5.4. If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If the Owner is unable to make reasonable adjustments to meet that person’s particular needs, we, on behalf of the Owner, can refuse or cancel the reservation.

- 5.5. If you have any special requests, you must let us know when you make a booking. 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 on to the Owner, 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 or the Owner fail to meet any special request, it will not mean we or they have broken your contract.
- 5.6. 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.
- 5.7. Your binding contract with the Owner will begin when we issue you or your travel agent the written confirmation on behalf of the Owner and you have made the appropriate payments to us or your travel agent.
- 5.8. 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 (such as flights) until we have issued you with a written confirmation.
- 5.9. 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.
- 5.10. We, on behalf of the Owner, 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, neither we nor the Owner will have any legal responsibility to you.
- 5.11. 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 agent, we have no responsibility for any errors in any documentation, except where an error is made by us.
- 5.12. If you book through a travel agent, we will send your confirmation and any other documentation to your travel agent.
- 5.13. Even if we have sent a written confirmation, we on behalf of the Owner, 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 or any restrictions or requirements stated on the accommodation advertisement; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner to the Owner or to our staff. If we cancel your booking in these circumstances, we will tell you in writing and neither we nor the Owner will have any legal or financial responsibility to you.

## **6. Payment**

- 6.1. When you book, you must pay i) the deposit amount then due (see also clause 7 (Deposit)); ii) any applicable booking fee (unless you are paying under a low deposit scheme and the terms of such low deposit scheme state otherwise); iii) a handling fee of £20 if you make the booking by calling us (instead of using our online services). You must pay by debit or credit card and we only accept payment in pounds sterling.
- 6.2. We must receive the rest of the money owed no less than 10 weeks before the start of your stay. We will automatically collect the balance owed on the card that you used to pay the deposit, unless you settle the amount owed before that date or unless you tell us otherwise. If you book less than 10 weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking.
- 6.3. 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 clause 10 (Full customer cancellations – basic) will apply. You may also need to pay additional charges.
- 6.4. There is no charge for debit or credit card payments. However, if your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35.
- 6.5. Please note that we act as an agent and that other than any booking fee, administration charges or handling fees (which we charge ourselves for the services we provide in administering your booking), or unless stated otherwise in these booking conditions, all charges and refunds are made for and on behalf of the Owner unless we have agreed a different position with the Owner.
- 6.6. If you have booked an accommodation through a third party travel agent, please be aware that they may collect payment differently. Please check with the third party travel agent in advance of making a booking.

## **7. Deposit**

- 7.1. For most bookings, we will ask you to pay a non-refundable deposit, to secure your booking.
- 7.2. The standard deposit is 25% of the accommodation rental price, but we may occasionally require you to pay more or less. You will be told what the deposit is prior to making the booking.
- 7.3. If you book an accommodation 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. Terms of any low deposit scheme, if available for your accommodation, will be displayed on our website.

## **8. Pricing**

- 8.1. We keep the prices charged by the Owner under constant review and the prices of unsold accommodation may be increased or decreased at any time. We may also correct mistakes in the pricing of unsold accommodation 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 accommodation at the time of booking.

- 8.2. 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.
  - 8.3. 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.
  - 8.4. 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.
  - 8.5. Where relevant we charge booking fees, administration and cancellation charges for the services we provide in administering your booking. We charge a handling fee of £20 if you make a booking by calling us, or if you change or cancel your booking by contacting us (instead of using your online account). Any booking or handling fee will be stated on our website or notified to you during the booking process, and will be shown as a separate charge on your confirmation.
- 9. Changing your booking**
- 9.1. If you want to change any detail of your confirmed booking, you must notify us via your online account or by calling us as soon as possible and we will do our best to arrange the changes.
  - 9.2. Changes can only be accepted with the Owner's agreement. We cannot guarantee that the Owner concerned will be able to meet your request.
  - 9.3. If the Owner can facilitate your change, you will be asked to pay us an administration charge of £35 for each change in dates or £60 for each change in accommodation, and a handling fee of £20 if you make the change by contacting us (instead of using your online account), both of which will be charged on our behalf. You will also have to pay any costs incurred by the Owner in facilitating this change for you, which, where relevant, will be charged at the current website price, which may be different from the price on the website from which you booked your chosen arrangements.
  - 9.4. An Owner may treat changes to your dates or accommodation as a cancellation of the original booking and if so, you will have to pay cancellation charges if you decide to go ahead with the change.

**10. Full customer cancellations - basic**

- 10.1. If you have to, or want to, cancel your booking after it has been confirmed, you must notify as soon as possible. The day we receive your notice by phone or via your online account (where available) to cancel is the date on which we will cancel your booking with the Owner.
- 10.2. If you cancel or cut short your booking due to one of the qualifying reasons listed below, and if authorised by the Owner, the cancellation charges set out in clause 10.5 will be waived and you will be entitled to a refund or pro-rata refund (where you curtail your booking) of the monies you have paid for the accommodation element of your booking less a £60 administrative charge, any previously paid amendment fees (if applicable) and any credit card charges previously paid (if applicable). You will also have to pay a handling fee of £20 if you cancel by contacting us (instead of using your online account).
  - (i) To rely on this clause 10.2, you must cancel the entire booking for a qualifying reason at any time after we accept your booking and before you leave home to start your booking, or where you curtail your booking, you must do so at any time before the last day of your booking. In either case, the cancellation or curtailment must be for everyone in your party such that the accommodation is left vacant.
  - (ii) You must provide us with satisfactory documentary evidence of the occurrence of a qualifying reason at your own expense and within 12 months of the date of cancellation.
  - (iii) For the avoidance of doubt, you cannot rely on this clause 10.2 if the qualifying reason you are relying on was in existence at the time of making your booking.
  - (iv) If you are unable to provide satisfactory documentary evidence for your qualifying reason or you do not comply with any of the requirements in these booking conditions, and you cancel or curtail your booking nevertheless, you will not be able to rely on clause 10.2 and instead clauses 10.3 – 10.7 and clause 12 (Part Cancellations) will apply.
  - (v) You must call us immediately if you need to cancel or curtail your booking and you must provide us with complete and accurate information and documentation that we may reasonably require to assess your entitlement to a refund in accordance with clause 10.2. You will also need to complete a cancellation form which will be supplied on request.
  - (vi) You and your party must at all times take reasonable care to safeguard against loss, damage, accident, injury or illness.
  - (vii) A qualifying reason is any one or more of the following:
    - a. illness or pregnancy, meaning that you or a member of the party is unfit to travel. Please note that we will not refund for 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;
    - b. death;
    - c. redundancy (as long as the employment has been continuous with the same employer for at least two years);

- d. jury or witness service (in a court of law);
- e. illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, partner, son or daughter, son-in-law or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother, fiancé or fiancée);
- f. your home is damaged and cannot be lived in because of a fire, storm, flood, subsidence or malicious damage;
- g. the police have asked you to stay at home, following a burglary at your home or place of business, during the period of your trip or within the seven days before this;
- h. 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 trip from any other source);
- i. you are placed in quarantine; or
- j. you cannot reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident while on the way there (provided that you have made every effort to try to complete your journey and you produce evidence from the police or Highways Agency).

(viii) The following do not constitute qualifying reasons: suicide or attempted suicide, deliberate self-injury, the effect of alcohol or drugs; or any other reason which is not specifically referred to in clause 10.2(vii).

- 10.3. Unless clause 10.2 applies, you will 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.
- 10.4. For the purpose of the table below, total accommodation cost means accommodation rental price plus any extra items charged by the Owner such as charges for pets, welcome packs or cots but not including any booking fees, handling or administration fees charged by us for making any changes.
- 10.5. 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.
- 10.6. If you have already paid credit-card charges or administration fees, we will not refund these if you cancel. If you have booked under the low deposit offer, and cancel – including before the balance due date - you will have to pay additional charges, please refer to the applicable low deposit offer terms available on our website. If you have booked through a third party agent, the term ‘total accommodation cost’ in the table below does not include any charges made by that agent or anyone else for booking fees, flights, other travel services or any other amounts not paid to us, and you may be liable to pay such charges in the event of cancellation in accordance with the cancellation policy of the third party agent or other supplier.
- 10.7. Cancellation table:

<b>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)</b>	<b>Cancellation charge (in addition to any booking fees, handling / administration fees you have already paid which are non-refundable)</b>
More than 70 days	Full standard deposit
57 to 70 days	50% of total accommodation cost
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

## 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, unless clause 10.2 applies.

## 12. Changes by us or the Owner

- 12.1. We and the Owner 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, and the Owner, have the right to do so. If there is an error or mistake, including on pricing, then the contract between us will be void and you’ll be entitled to a refund. You won’t, however, be entitled to compensation, nor to have the holiday at the lower price.
- 12.2. If we or the Owner do need to make changes, we (on the Owner’s behalf where the Owner is making a change), 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 or the Owner

- 13.1. If we or the Owner cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:
- (i) accept alternative accommodation – you will have to pay any difference in price if the cost of the new accommodation is higher or be reimbursed the difference if the cost of the new accommodation 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.
- 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 or the Owner’s 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 ongoing effects of the Covid-19 pandemic) or natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, 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 our or the Owner’s control.

### 15. Your obligations in respect of the accommodation

- 15.1. The Owner has 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 tell you otherwise) on the start date of your rental period. You must leave by 9am on the last day (unless we tell 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 on behalf of the Owner 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** - Some Owners require payment of a security deposit. If this applies to your chosen accommodation, 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.
  - (iii) **Behaviour** - You and all members of your party agree (and understand that failure to agree will result in your booking being cancelled, in which case neither we nor the Owner will have any legal or financial responsibility to you):
    - 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 while 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 on behalf of the Owner 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;
    - g. to comply with any restrictions or requirements stated on the accommodation advertisement, including but not limited to any restrictions on party composition.
  - (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 the advance consent of the Owner. You must not hold events (such as parties, celebrations or meetings) at the accommodation without the advance consent of the Owner. If you do any of these things, the Owner can refuse to hand over the accommodation 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 (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 we nor the Owner are under any obligation to find any alternative accommodation for you.
  - (v) **Pets** - Pets are not allowed unless we say so on the website. You must add your pet to your party at the point of booking. We recommend that any dog must have insurance which includes sufficient pet liability cover and you are wholly responsible for the supervision and behaviour of your pet at all times. If you take a pet with

you, it is not allowed on beds or furniture. You must not leave any pets unattended in the accommodation, including any garden, and you must keep dogs on a lead within the boundaries of an accommodation (including the garden). Children must not be left alone with any animal. Registered assistance dogs are allowed in most accommodations featured on our websites, even if the accommodation 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 accommodation, even if the Owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. Sometimes, Owners may take their own pets to an accommodation. It is your responsibility to make specific enquiries before booking. You should also read the information on taking pets on holiday included on our website. If there is a charge for taking a pet, you will be told at the time of booking.

- (vi) **Safety** - You must not operate the boat while under the influence of alcohol or drugs, or allow anyone else to do so. You must keep to the age restrictions set out in clause 5.1. For your safety, you must follow the Owner's safety instructions, particularly regarding wearing buoyancy aids or life jackets. You must use a buoyancy aid or life jacket when offered to you by the Owner (boatyard). They are offered free of charge and are particularly important for children and non-swimmers, who you must fully supervise at all times. Owner can refuse to allow you onto the boat or cut short your trip if you do not follow their safety instructions, or you ignore other reasonable health and safety concerns. You will not be refunded if this happens. If there is a mechanical failure, the Owner can delay your departure until a repair is carried out. This is for your safety. In all cases, the Owner will give you a demonstration and explain the controls of the boat and its equipment. You must let the Owner know about any mechanical failure as soon as possible, either before or after the boat leaves the boatyard so that they can assist you - see also Section 20 Complaints.
- (vii) **Return** - Unless we or the Owner say otherwise, you must return the boat (with all gear and equipment) to the boatyard where you hired it from and it must be in a clean and tidy condition. You may be charged if the boat is returned late or is not clean and tidy.

## 16. Damage

- 16.1. You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.
- 16.2. 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 accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you. The Owner and/or we can ask for an extra payment from you to cover any such costs.
- 16.3. The Owner expects the accommodation to be left in a reasonably clean and tidy state on departure. If, in the Owner's or the Owner's representative's opinion, additional cleaning is required, you will be liable to the Owner for the cost of this cleaning.
- 16.4. You may need to check and sign an inventory of the accommodation and its contents on arrival at the accommodation. If you discover that anything is missing or damaged on arrival please notify the Owner or their representative immediately.

## 17. Right of Entry

- 17.1. The Owner is 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 conditions, the Owner's own terms and conditions or any other terms that apply to your booking and/or the accommodation.
- 17.2. The Owner or its representative is 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.
- 17.3. You agree to allow the Owner or their representative (including workmen) access to the accommodation as required by this clause.

## 18. Unreasonable behaviour

- 18.1. The Owner can refuse to hand over their accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, members of staff or neighbours, or if the Owner has reasonable cause to believe you or any member of your party will cause damage or loss to the accommodation, its services or facilities or if the Owner does not reasonably believe you have complied with any restrictions or requirements stated on the accommodation advertisement, including but not limited to any restrictions on party composition. 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.
- 18.2. The Owner 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 other guests, 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, the Owner's terms and conditions or any other terms and conditions applicable to the accommodation which you have been told about, including requirements stated on the accommodation advertisement, such as those regarding party composition. 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 the Owner incurs as a result of your behaviour.

## **19. Complaints**

- 19.1. If you have any complaint about our booking services, you must let us know immediately in writing 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. If we are found to be at fault in relation to any service we provide (as opposed to any 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 expenses you cannot recover from elsewhere.
- 19.2. 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. Neither we nor the Owner can be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation or which is beyond the Owner's control. If we know about a problem before you arrive, we will contact you to let you know. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming-pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.
- 19.3. As the contract for the provision of the accommodation is between you and the Owner, you must tell them (or their representative) as soon as possible if you are dissatisfied. This means on arrival if you are immediately dissatisfied or during your stay as soon as you become dissatisfied. You must provide an immediate opportunity for the Owner to put right anything that is wrong before the end of your stay.
- 19.4. If you cannot contact the Owner or their representative, or if you are unhappy with their response, you must phone our Customer Services Line as soon as possible on the number shown on your confirmation with full details of your complaint and the Owner's response (if any). You should make every reasonable attempt to contact us and must do so during your stay and especially before any decision to cut short your stay.
- 19.5. If you want us to, we will use our reasonable endeavours to liaise with an Owner on your behalf to attempt to resolve any unresolved complaints. Or you can pursue any complaint directly with the Owner.
- 19.6. If you feel that a 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 if you want us to liaise with an Owner on your behalf. We will then pass this on to the Owner. You can email us at [cr@awaze.co.uk](mailto:cr@awaze.co.uk) or write to us at Sunway House, Raglan Road Lowestoft, Suffolk, NR32 2LW, marked for the attention of the Customer Relations Department. We have designed this process to make sure we can help to resolve complaints as quickly as possible. Please help us and the Owner to assist you by following this process. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate.
- 19.7. As we act only as an agent for the Owner, we cannot accept any legal responsibility for your complaint. If we help to resolve a complaint, we are doing so as an agent only and have no legal responsibility to you for any refund or compensation.
- 19.8. Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against an Owner.
- 19.9. Please also see clause 20 (ABTA membership) for details about their dispute resolution process.

## **20. ABTA membership**

- 20.1. We are a Member of ABTA – our membership number is L4801, which means you have the benefit of ABTA's assistance.
- 20.2. As your booking is for accommodation only in the UK, you do not benefit from any financial protection.
- 20.3. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.
- 20.4. You can use 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](http://www.abta.com) to use ABTA's simple arbitration procedure.
- 20.5. Further information on the Code and ABTA's assistance in resolving disputes can be found at [www.abta.com](http://www.abta.com).

## **21. Privacy**

- 21.1. By submitting your personal information to us, you agree to our use of the information in the ways set out in our Privacy Notice, including sharing your personal information with the Owner for the purposes of the provision of the booking.
- 21.2. Please see our Privacy Notice which explains how we will process your personal.
- 21.3. 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.

## **22. Changes to these terms**

- 22.1. 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.

## **23. Other terms**

- 23.1. 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.

- 23.2. 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.
- 23.3. We and each Owner may transfer our rights and obligations under these Booking Conditions to another person or 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.
- 23.4. Awaze Vacation Rentals Ltd, Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW, registered in England and Wales, with a company registration number 00965389. Our VAT registration number is GB 598 22 99 77.