

HTH VISION LTD Booking Terms and Conditions

In these booking conditions, 'you' and 'your' means all people named on the booking (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means HTH Vision Ltd., Bosham House, Main Road, Bosham, West Sussex, PO18 8PJ. HTH Vision Ltd is a wholly-owned subsidiary of The Hamblin Trust at the same address and acts as the letting agent for the Trust's lodges under an operating licence

Before booking, please read these booking conditions carefully and all other information relevant to your booking, including that provided on our website www.boshamretreats.co.uk

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 25 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 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 conditions. You are responsible for making all payments due to us

Group bookings: The organiser or leader of a group booking is responsible for identifying the booking as such and for providing the party details. Should you arrive at your accommodation in a group without notifying us of the required details, we have the right to refuse to hand over the accommodation to you without refund or compensation

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

We will give you your written confirmation either by post or email. We will send your confirmation to you by email unless you tell us at the time of booking that you would prefer it to be provided by post. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We 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 you have paid to us. In this case, we will not 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 otherwise we cannot help or accept responsibility

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

2. Payment

When you book, you should pay the deposit amount then due (25%) 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 6 weeks before the start of your trip. If you book less than 6 weeks before the start of your trip, we must receive full payment of the total cost by debit or credit card when you make the booking

If you do not pay any payment due 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 6 below will apply

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If you pay by credit card, we will charge up to 2% for each payment made this way to cover costs and charges we have to pay in connection with credit-card payments. At present, there is no charge for debit cards. If your bank refuses to make your payment for any reasons, we are entitled to make an administration charge of £25

3 Pricing

The prices of unlet properties may be increased or reduced at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking. All prices quoted or otherwise given to you include any taxes or government charges which may apply to your booking at the time it is made. All prices are for the property and not on a per person basis except when an extra person charge applies

4. Website details

We aim to make sure that the information provided in the website and other promotional literature we produce is accurate. There may be small differences between the actual property and its description, usually because the owners are always aiming to improve services and facilities. Please note that photographs of accommodation are illustrative only and furnishings, layout and decoration may vary.

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. 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 and is provided for pleasure not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted provision of Wi-Fi. Download limits may apply

We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website or in any marketing material. We make reasonable efforts to make sure that the information we give you about your property and its facilities and services is accurate and complete on the date given. Distances and sizes are provided as useful guides only

5. If you change your booking

If you want to change any detail of your confirmed booking, we will do our best to make the changes. However, we must receive your notice in writing or by email. We may agree to accept notice over the telephone but this should be arranged with us first. Also, we cannot guarantee that we will be able to meet your request. We reserve the right to levy a charge of £25 for each change. Plus you will have to pay any costs that we might incur. We will charge for any amendment at the current price, which may be different from the price at the time you booked your chosen arrangement

We may treat changes to your dates as a cancellation of the original booking in which case you will have to pay cancellation charges. Individual party members may be able to transfer their places to someone else introduced by you, subject to any charges above, and as long as we are told at least two weeks before your trip

6. Cancellation

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. Our confirmation in writing will confirm receipt of your cancellation

If you cancel you will be responsible for paying our charges as follows:

- Cancellation at least 6 weeks before the holiday – you lose your deposit (25% of the total sum due)
- Cancellation less than 6 weeks before the holiday – you pay the full cost (100% of the total sum due)

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We strongly suggest that you purchase suitable holiday cancellation cover to protect yourselves

On receipt of your cancellation notice we will attempt to re-let the property. If we are successful in doing so we may be able to refund some of the charges you have had to pay. This will be assessed at the time and will be subject to a 10% administration charge

7. Cancellation by us

We do not expect to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in marketing or other details corrected. We will contact you as soon as is reasonably practical. We will contact you by phone if reasonably possible in the case of a significant change or cancellation, or by post to let you know about minor changes. We will explain what has happened and let you know about the cancellation or change

8. Events beyond our control

Unless we say otherwise in these booking conditions, unfortunately we will not be legally responsible, either jointly or individually for any compensation if we are prevented from carrying out our responsibilities under this contract as a result of events beyond our control

We reserve the right not to accept your booking or to cancel it if we are required to do so by law or government regulation

9. Our legal responsibilities to you

We will manage your booking in accordance with these terms and conditions. We will be responsible for providing you with the accommodation to your reasonable satisfaction.

We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the property 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 or treatment plants, nor for the failure of public utilities such as water, gas and electricity

10. Owners and service providers' terms and conditions

The services which make up your holiday are provided by people, firms, companies and other organisations which are totally independent of us and for whom we act as agents. These service providers and owners provide services in line with their own terms and conditions. Some of these terms and conditions may limit or exclude their liability to you. The terms and conditions are available from the suppliers if you ask

11. 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 confirm your booking and give us full details in writing as early as possible. If we reasonably feel unable to properly meet that person's particular needs, we can refuse or cancel the reservation

12. Your property

Arrival and departure. You can arrive at your property at any time after 4pm local time (unless we tell you

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otherwise, for example on your booking confirmation) on the start date of your rental period. You must leave by 10.00 am local time on the last day. If your arrival will be delayed beyond 6.00pm local time on the start date of your rental period, you must contact us in accordance with the details given on your booking confirmation. If you fail to do so, you may not be able to get into the property

If you fail to arrive by 12 noon local time on the day after the start date of your rental period and you do not let the person whose details are given on the booking confirmation know you are arriving late, we may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid

Linen, towels and keys. Keys, towels and bed linen are provided. The latter may be duvets or blankets and sheets.

Security deposits. You may be asked for a security or key deposit. The amount and details of how the payment should be made and how and when it should be returned (less any costs for breakages, damages etc if applicable) will be provided at the time of booking

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, and to behave in a way at all times while at the property which does not break any law. You and all members of your party also agree not to use the property for any illegal or commercial purpose, including sub-letting it or otherwise allowing anyone to stay in it who we have not previously accepted

You are responsible for the actual costs of any breakage or damage in or to the property – along with any extra costs that may result – which are caused by you or any members of your party. We can ask for an extra payment from you to cover any related costs

Unreasonable behavior. We can refuse to allow you into the property or ask you to leave if we reasonably believe you or any member of your party (or any other person you have invited to the property) are behaving illegally or antisocially or that any damage is likely to be caused, has been caused, or is being caused by the behavior of you or any members of your party or any person you have invited to the property. We will treat these circumstances as a cancellation by you. In this situation, we will not refund any money you have paid

Maximum occupancy. You must not allow more people than 2 adults to stay overnight in the property. You cannot arrange for visitors to the property without our prior consent. You cannot significantly change the number of adults during your stay. No children are permitted and no one under the age of 21. Age 21 and above are permitted if accompanied by an adult over 25. You must not hold events (such as parties, celebrations or meetings) at the property without our prior consent. If you do any of these things, we can refuse to hand over the property to you, or can repossess it. If we do 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 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). We are not under any obligation to find any alternative accommodation for you

You must allow us or our representatives (including workmen) access to the property at any reasonable time during your stay (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, we can enter the property at any time without giving you prior notice)

Pets. Pets are not allowed. Registered assistance dogs belonging to those with sight or hearing difficulties are allowed but only in the one specially adapted lodge for those with disabilities and subject to its availability. If you or any member of your party has a pet allergy, we cannot guarantee that dogs have not stayed in your property, even though we do not allow pets, nor can we accept any responsibility for any subsequent health

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13. Damage

You will be responsible for all damage or breakages caused by you and/or members of your party to the property or its contents (including the cost of any work to put this right). This includes responsibility for paying for this damage. We can ask for payment from you to cover these costs. You should check the inventory for the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please notify us immediately

In some cases, we may ask you to pay a security deposit on arrival at the property. If this applies to your booking, we will tell you and we will also tell you the amount of the security deposit when you book

14. Complaints

If you are unhappy with anything relating to our services you should talk to our representative on site or by telephone. If you need to make a formal complaint, you must let us know immediately in writing and in any event within fourteen days of the end of the arrangement booked through us. Unfortunately we cannot accept any legal liability if you do not do so. It is our wish to resolve any complaint as soon as possible and your cooperation in reporting problems immediately is essential. You must not independently move to other accommodation without first allowing us the opportunity to assist. If you fail to follow any of these rules, you may affect your rights to any compensation or repayment.

15. Governing law

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