

Booking Conditions

Interpretation

In these Conditions the following words shall have the following meanings: “Booking”; means the acceptance of the holiday let by the Owner;

“Deposit”; means the sum equivalent to £75 for Booking Office Cottage or Platform Cottage or £150 for Station Master’s House;

“Holiday Cottage”; means the 2-bed holiday cottage consisting of the dwelling, garden (where appropriate), all fixtures, fittings, contents and equipment;

“Group”; means the individuals that will occupy the Holiday Cottage; “Hirer”; means the person who makes a Booking;

“Hire Period”; means the period during which the Hirer and/ or the Group will occupy the Holiday Cottage;

“Owner”; means Settle and Carlisle Railway Property Company;

“Price”; means the total price payable to hire the Holiday Cottage for the Hire Period;

“Website”; means SettleCarlisleTrust.org.uk;

Specific conditions

- Our cottages are situated lineside. In no situation must you go onto the tracks or private railway land: if any of your party does trespass you will all be asked to vacate the house immediately, without compensation.
- The number of persons occupying the Holiday Cottage must not exceed the number requested by the Hirer to the Owner at the time of making the Booking. A cot is available if requested in advance.
- The Owner shall notify the Hirer before the Hire Period commences of the arrival and vacation times.
- No pets are permitted except dogs in Station Master’s House by prior agreement
- No smoking is permitted inside the cottage.
- Bed linen and towels are provided but cot linen is not provided.
- On vacating The Holiday Cottage the Hirer and/or Group shall ensure that it is left clean and tidy and in a similar condition to when they arrived.

Pricing and Payment

On making a Booking the Hirer will be asked to make payments as follows:-

- If the first day of the Hire Period is more than 6 weeks from the date of the Booking, the Hirer must pay the Deposit to secure the Booking and then pay the remaining

balance 6 weeks prior to the start of the Hire Period. If this remaining balance is not received the Owner may cancel the booking and retain the Deposit as per the Cancellation provisions;

- If the first day of the Hire Period is 6 weeks or less from the date of the Booking, the Hirer must pay the full Price to secure the Booking.

Payments are to be made on-line or via bank transfer or by cheque made payable to Settle and Carlisle Railway Property Company.

The Accommodation

The Owner makes every effort to ensure that the description of The Holiday Cottage as it appears on its Website is accurate and up to date. Where any material changes are made to The Holiday Cottage after the Booking the Owner will notify the Hirer. In such circumstances the Owner may also cancel any Booking and refund to the Hirer the Deposit or Price that has already been paid.

Occasionally problems mean that some facilities or services are not available or may be restricted. If this happens, the Owner will inform the Hirer as soon as reasonably practicable after it becomes aware of the situation.

The Owner is not liable for any changes or closures to local services or attractions mentioned on the Website or elsewhere.

Grass cutting, gardening, window cleaning and maintenance works etc. may from time to time be carried out during the Hire Period. The Owner will try to ensure that such works are carried out with the least disruption to the Hirer and the Group as far as reasonably possible.

The Holiday Cottage is let to the Hirer and the Group for the Hire Period only (without prejudice to any party's right to bring the Hire Period to an end early in accordance with these Conditions) and is not an Assured Tenancy or Assured Shorthold Tenancy as defined by the Housing Act 1988 as amended.

Permitted use of the Holiday Cottage

The Hirer and all members of the Group agree not to use the Holiday Cottage for any illegal or commercial purpose or to sublet it or otherwise allow anyone to stay in it without agreeing this with the Owner.

The Owner can refuse to allow the Hirer and/or Group into the Holiday Cottage or ask them to leave if it reasonably believes that the Hirer or any member of the Group (or any other person) they have invited to the Holiday Cottage is behaving or has behaved illegally or antisocially or that damage has been, is being or is likely to be caused. If the Owner takes this step the Booking and Hire Period shall be cancelled with immediate effect and the Owner will not be liable in any way to the Hirer and/or the Group.

The Hirer and/or Group must not hold events (such as parties, celebrations or meetings) at the Holiday Cottage without agreeing this in advance with the Owner. If they do, the Owner can refuse to allow the Hirer and/or Group into the Holiday Cottage or ask the Hirer and/or Group to leave. If the Owner takes this step, the Booking and Hire Period shall be cancelled with immediate effect and the Owner will not be liable in any way to the Hirer and/or the Group.

The Hirer and/or Group must allow the Owner access to the Holiday Cottage at any reasonable time during their stay. In the event of an emergency or where any problems need resolving quickly and it is not possible to contact the Hirer and/or Group, the Owner may enter the Holiday Cottage at any time without giving prior notice to the Hirer and/or the Group.

Damages

The Hirer will be responsible and account to/reimburse the Owner for all damage, breakages or loss caused by it and/or the Group to the Holiday Cottage.

Where any breakages, damage or loss occurs the Hirer should report them to the Owner as soon as reasonably practicable and where possible before the end of the Hire Period.

If during the Hire Period the Owner is concerned about the extent of any damage or breakages then it has the right to enter the Holiday Cottage and require the Hirer and all those within the Group to vacate. If the Owner does takes this step then the Booking and Hire Period shall be cancelled with immediate effect and the Hirer (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an end early.

Changing a booking

If a Hirer wishes to change any detail of a Booking it should contact the Owner to make a request. The Owner cannot guarantee that the request will be granted and an additional fee may be payable.

Any change to dates of accommodation may be treated as a cancellation of the original Booking and cancellation charges may be payable in accordance with the Cancellation provisions.

Cancellation

By the Owner

The Owner does not expect to have to make any changes to a Booking and will endeavour not to do so. However sometimes problems occur and Bookings have to be changed or cancelled. The Owner has the right to do this. If it does, the Owner will contact the Hirer to explain what has happened and let them know about any cancellation or change as soon as is reasonably practicable.

Where the Owner cancels a Booking due to the sale of the Holiday Cottage, on health and safety grounds or where it considers it necessary to do so to safeguard its business interests and goodwill, the Hirer shall be entitled to a refund of the Deposit or Price already paid where the Booking is cancelled before the start of the Hire Period, or of a proportion of the Price (equivalent to the proportion of the Hire Period used up to the cancellation date) where the Booking is cancelled during the Hire Period.

If the Owner has cancelled a Booking based on provisions contained within Damages or Permitted use of the Holiday Cottage the Hirer shall not be entitled to a refund of the Deposit or the Price.

In no event is the Owner under obligation to find alternative accommodation for the Hirer and/or Group.

By the Hirer

The Hirer is advised to take out holiday insurance in case it has to cancel the Holiday Cottage let.

If the Hirer wishes to cancel the Booking then it shall notify the Owner as soon as possible in writing. On receipt of the notice the Owner shall be permitted to advertise the Holiday Cottage as available to let for the Hire Period. The Hirer will not be entitled to any refund of the Deposit or Price already paid to the Owner.

Limitation of Liability

This clause sets out the entire financial liability of the Owner to the Hirer in respect of:

- any breach of its obligations under these Conditions;
- the hire of the Holiday Cottage; and
- any representation, statement or tortious act or omission (including negligence)

arising under or in connection with these Conditions.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Booking and these Conditions.

Nothing in these Conditions limits or excludes the liability of the Owner:

- for death or personal injury resulting from the negligence of the Owner; or
- for any damage or liability sustained by the Hirer and/or Group as a result of fraud or

fraudulent misrepresentation by the Owner.

The Owner shall not be legally responsible either jointly or individually to the Hirer or Group if it is prevented from carrying out its responsibilities as a result of events

beyond its control (which means any event where the Owner could not, even with all due care, expect or avoid) for:-

- Injury
- any damages for inconvenience
- any additional expense;
- any damage;
- any loss;
- any sickness;

caused directly or indirectly by or arising out of the use or condition of the Holiday Cottage.

The Owner's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Booking shall be limited to the Price.

Data Protection

The Owner will ensure that it acts in accordance with the Data Protection Act 2018 at all times. To process a Booking the Owner needs to collect and process personal information relating to the Hirer and or members of the Group. This will be held and retained by the Owner and only used for administering the Booking. The data will not be given to other parties.

Force Majeure

The Owner shall not be liable to the Hirer or any member of the Group under these Conditions if it is prevented from, or delayed in performing, its obligations under these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Owner or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, staff illness.

Severance

If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Conditions, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Assignment and Variation

The Owner may at any time assign or transfer all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.

The Hirer may not assign its rights or obligations under these Conditions without the Owner's prior written consent.

Rights of Third Parties

Only the Owner (and its assignees) and the Hirer shall have any rights under these Conditions and a person who is not a party to these Conditions shall not have any rights under or in connection with it.

Notices

Any notice or other communication required to be given under the Contract or under these Conditions shall be in writing and shall be sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party to their usual correspondence address marked for the attention of the Owner or as the case may be the Hirer.

Any notice or other communication shall be deemed to have been duly received when left at the address and for the attention of the Hirer or the Owner (as the case may be) or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

Governing law and Jurisdiction

These Conditions, and any dispute or claim arising out of or in connection with their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or these Conditions or their subject matter.