

BEFORE MAKING A BOOKING REQUEST THROUGH OUR WEBSITE WWW.UKCARAVANS4HIRE.COM, PLEASE READ THESE BOOKING TERMS CAREFULLY. WHEN YOU MAKE A BOOKING REQUEST THROUGH US, THEY ARE DEEMED TO BE ACCEPTED BY YOU.

1. MAKING YOUR BOOKING

- 1.1. In these Booking Terms we, us, our means UKCaravans4Hire.com Limited and you, your means the holidaymaker making the booking.
- 1.2. **Bookings:** These Booking Terms apply to any booking you make through our **Website** www.ukcaravans4hire.com for use of a Holiday Accommodation. We call that booking of a Holiday Accommodation a Booking.
- 1.3. **Two contracts:** When you make a Booking you are entering into 2 contracts. These are:
 - 1.3.1. **Contract 1:**
 - 1.3.1.1. We arrange a Booking with you as agent for the person who instructs us to list the Holiday Accommodation on our Website. This person will (a) either own the Holiday Accommodation or have the right to let it out on behalf of/for the benefit of itself (**Holiday Accommodation Provider**) or (b) it will be an agent for the person who owns it or has the right to let it out on behalf of/for the benefit of itself (an **Agent of the Holiday Accommodation Provider** or **Their Agent**).
 - 1.3.1.2. When you book a Holiday Accommodation through us, you are entering into a contract directly with the Holiday Accommodation Provider (we call this contract the **Rental Contract**). The Rental Contract is for the use of the Holiday Accommodation and any other related services (we call this use and the related services the **Rental Services**). We are not a party to the Rental Contract.
 - 1.3.1.3. When you have made a Booking, you must communicate directly with the Holiday Accommodation Provider (not us) using their contact details available within your guest account on the Website (and within your Booking Confirmation) in relation to any matter relating to or concerning the Holiday Accommodation and the Rental Services, unless within your account we ask you to communicate with Their Agent (who's contact details are available within your guest account and within your Booking Confirmation). A good example of where we do this is when a Holiday Accommodation is on a park with a park operator or manager who lists with us, and they act as an Agent of the Holiday Accommodation Provider(s) (**Holiday Park Operator**). In this instance, the contact details available to you in your guest account will be those of the Holiday Park Operator, and if you are not happy with how they resolve any matter, ask them for the Holiday Accommodation Provider's contact details as that's who your Rental Contract is with. In the future we may replace this method of parties communicating with each other with an online tool, but we will let you know on our Website if we do this. The Holiday Accommodation Provider and Their Agent (if applicable) will be provided with your contact details too in case they need to get in touch with you.

1.3.1.4. The terms of the Rental Contract are:

1.3.1.4.1. these Booking Terms;

1.3.1.4.2. the dates (and time periods) for a Booking during which you will be entitled to use the Holiday Accommodation (which we call the **Holiday Period**);

1.3.1.4.3. the charges payable by you to the Holiday Accommodation Provider, these include rental charges and other supplementary fees such as pet fees, fees for linen, cleaning, highchairs, passes etc.) (which we call the **Rental Charges**); and

1.3.1.4.4. the other details specific to your Booking, including the Holiday Accommodation you have booked and any restrictions or special or additional conditions notified to you during the Booking process (which we call the **Booking Details**). This includes for example, the details contained in the photographs, the Holiday Accommodation's description on the Website and, where your Holiday Accommodation is on a park or site, that park's or site's rules, regulations and policies.

1.3.2. [Contract 2](#): You are also entering into a second contract directly with us. We call this second contract the **Booking Contract**. The services we provide you are of 2 kinds:

1.3.2.1. access to our Website to allow you to make a Booking with the Holiday Accommodation Provider through it (we call this the **Booking Services**); and

1.3.2.2. other services we may offer to you (if any), including where we (not you) have engaged a third party to provide these services to you on our behalf and the contract for those services is still between you and us (not you and the third party) (we call these **Our Other Services**).

1.4. [Other contracts](#): Sometimes, during the course of what we do for you, we may offer other services to you which are neither Booking Services or Our Other Services. This will be a situation when we offer to you services which will be provided by a third party directly to you and all we have done is made you aware of those services, or sometimes assisted in facilitating the payments between you and the third party in respect of those services. If you take those services provided by a third party, the contract for those services will be between you and the third party providing those services. An example might be a travel insurance policy (as we do not provide the insurance ourselves). We call these types of services **Third Party Other Services**. Rental Services are never within the definition of Third Party Other Services. When you have made a Booking, you must communicate with the relevant provider of the Third Party Other Services (not us or the Holiday Accommodation Provider) using the contact details that the third party has provided to you (usually within their contract with you or on their website) in relation to any matter relating to or concerning the Third Party Other Services.

1.5. [Charges](#): For charges:

- 1.5.1. we charge you a non-refundable booking fee for the Booking Services (which we call the **Booking Fee**);
 - 1.5.2. we may make other charges for Our Other Services (which we call **Our Other Services Charges**);
 - 1.5.3. we collect Rental Charges from you as agent for the person who instructs us to list the Holiday Accommodation (i.e., the Holiday Accommodation Provider or Their Agent (who then passes it to the Holiday Accommodation Provider in the manner they agree with them); and; or
 - 1.5.4. we may collect on behalf of a third party providing Third Party Other Services, charges for those (which we call the **Third Party Other Services Charges**).
- 1.6. [Website Terms of Use](#): Please note that additional terms and policies apply to the use of and access to the Website by you, for example our privacy policy, cookie policy and terms of use that are available on the Website. We may update these from time to time.
 - 1.7. [All the legal terms](#): Before you use the Website, or make a Booking, please carefully read these Booking Terms and all other terms of use and polices we refer to within them (including our privacy policy, cookie policy and terms of use on the Website and any other policy that we may bring to your attention when you are making a Booking).
 - 1.8. [Changes to these Booking Terms](#): These Booking Terms were most recently updated on the date that appears at the top of this page. If we update them again, we will post a copy of them on the Website. Any change(s) will take effect 5 days later, or sooner if the change(s) are required by law, regulation or guidance of a government or public body (**Effective Time**). Please ensure you are looking at the latest version of these Booking Terms before you make a Booking. The modified Booking Terms will not apply to any Bookings made before the Effective Time unless law or regulation requires otherwise.
 - 1.9. [Other Definitions](#): In addition to the definitions above, to make these Booking Terms easier to read, we use a few other definitions which apply throughout. These are:
 - 1.9.1. **Balance** means the balance of the Total Charges payable by you after payment of the Deposit as set out in paragraph 4.
 - 1.9.2. **Booking Confirmation** is defined in paragraph 2.5.
 - 1.9.3. **Deposit** means the initial instalment of the Total Charges quoted to you during the Booking process and payable by you when making a Booking (and collected by us, although some of this is due to the Holiday Accommodation Provider, some of it to us and some of it may be due to a third party). Please note, where you cancel a Booking after we send you your Booking Confirmation because you have changed your mind, your Deposit payment will be non-refundable.
 - 1.9.4. **Guests** means holidaymakers other than you who are booked to stay at the Holiday Accommodation during the Holiday Period under your Booking and includes, if the Holiday Accommodation Provider, or Their Agent, has approved, any additional visitors that are permitted to attend the Holiday Accommodation during the Holiday Period.

- 1.9.5. Total Charges means the total charges that you owe to the Holiday Accommodation Provider under a Rental Contract (i.e. the Rental Charges), that you owe to us under a Booking Contract (i.e. the Booking Fee and Our Other Services Charges) and that you owe to a third party under your arrangements with them but that we have agreed to collect on their behalf (i.e. the Third Party Other Services Charges).
- 1.10. [How to read these Booking Terms:](#)
 - 1.10.1. Whenever you see a general phrase followed by words like “include”, “including”, “for example”, “such as” or “in particular” (or anything similar) the general phrase stays as a general phrase – what follows are just non-exclusive examples of the general phrase.
 - 1.10.2. The bold headings at the start of each paragraph are just there as a “signpost heading” for what the paragraph is about. However, it is what is in the full paragraph itself that counts in terms of these Booking Terms. The signpost paragraph headings should be ignored for the purposes of working out legally what the Bookings Terms say or mean.

2. MAKING YOUR BOOKING

- 2.1. [To be eligible to make a Booking:](#) To be eligible to make a Booking:
 - 2.1.1. you must (a) be at least 18 years of age, or (b) older if the Holiday Accommodation’s listing on the Website says so (for example, this may be due to the rules of the site that the Holiday Accommodation sits on) and have the legal capacity to enter into legally binding agreements;
 - 2.1.2. you must register with us on our Website by providing your full name, telephone number, email address and any other information that we may request in order to process your registration; and
 - 2.1.3. you must possess a valid payment method such as a valid debit or credit card that allows you to pay in Great British Pounds.
- 2.2. [What you confirm:](#) By submitting a Booking request to us, you confirm that everything in paragraph 2.1 is true and accurate and you and the Guests agree to these Booking Terms.
- 2.3. [What making a Booking request means:](#) By making a Booking request through us you are making an offer to:
 - 2.3.1. enter into the Booking Contract with us;
 - 2.3.2. enter into a Rental Contract with the applicable Holiday Accommodation Provider in relation to a particular Holiday Accommodation that you have selected or, if you have selected a grade or category of Holiday Accommodation on a park or site, a Holiday Accommodation of the grade or category that you’ve selected;
 - 2.3.3. enter into any contracts for Third Party Other Services that you have chosen to purchase;

2.3.4. pay us all amounts due in respect of the Total Charges, which includes a Deposit.

Please note that no Rental Contract creates any type of landlord and tenant relationship. A Rental Contract only creates a temporary licence to occupy. Please also note the prices can change from time to time. However, once you have submitted a booking request the price on there is the price you have offered to pay.

- 2.4. **The Booking request process:** Certain Holiday Accommodation Provider's, for example ones without a Holiday Park Operator acting on their behalf, require you to make a Booking request before confirming your Booking. You make a Booking request by submitting your Booking Details to us on the Website and providing us with your payment details which will be used by us to process the payment of your Deposit or Total Charges (as applicable). Any Booking request is subject to availability. It is the responsibility of the Holiday Accommodation Provider to keep the availability of their Holiday Accommodation as up to date as possible for consumers browsing their listing on our Website, but it may not show live availability at times. If you have any special requests for the Holiday Accommodation Provider include them in your Booking request and they will be passed onto the Holiday Accommodation Provider. We cannot guarantee that they will be met, and we will have no liability to you if they are not.
- 2.5. **The Booking acceptance process:** Provided we have successfully processed your Deposit (and any other payment, if required), the Holiday Accommodation Provider who has received a request under paragraph 2.4 has 48 hours to accept or reject your Booking (unless, you make a Booking request after 11.59PM on the date that is 3 days before your Booking is due to start and in that case, the Holiday Accommodation Provider has 24 hours to accept or reject your Booking. For example, if you make a Booking request at 00.01AM on Wednesday for a holiday to start on Friday, the Holiday Accommodation Provider has until 00.01AM on Thursday to accept or reject your Booking). If the Holiday Accommodation Provider tells us they have accepted it, we will send you an email confirming your Booking together with a link to these Booking Terms and other details relating to your Booking. We call this the **Booking Confirmation**. Please note that you must check your emails regularly. If we do not hear from you within 24 hours of sending, we will take it to mean you are happy with these details. Also, please let us know promptly about any change to your email address so that we can continue to communicate with you. If the Holiday Accommodation Provider doesn't accept it, we will send you an email to let you know, and we, the Holiday Accommodation Provider and any relevant third party will refund the amounts paid to each of us.
- 2.6. **The alternative instant Booking process (if available):** Holiday Accommodation Providers that have an automated booking system connected to their Holiday Accommodation can show their up-to-date availability and allow you to make an instant booking. If this alternative instant booking process is available for the Holiday Accommodation you are booking, provided we have successfully processed your Deposit (and any other payment, if required), you will receive an on-screen acknowledgement and confirmation of your Booking and a receipt for your payment by email at the email address you have provided us. We will then send you a Booking Confirmation. Please note that you must check your emails regularly. If we do not hear from you within 24 hours of sending, we will take it to mean you are happy with these details. Also, please let us know promptly about any change to your email address so that we can continue to communicate with you.

- 2.7. **When your Booking is confirmed and when contracts are formed:** When we provide you with the Booking Confirmation (which will be at the point we send you the email confirming your Booking (and not at the point when we send you the email acknowledging your request to make a Booking)), we are accepting your offer as outlined in paragraph 2.3 (including accepting your offer acting on the applicable Holiday Accommodation Provider's behalf, or acting for Their Agent)). It is at this point, when we send you the confirmation email, which is your Booking Confirmation, that you enter into the legally binding Rental Contract with the Holiday Accommodation Provider, the legally binding Booking Contract with us and any contract for Third Party Other Services that you have chosen to purchase with the relevant third party.
- 2.8. **Your responsibility to check the Booking Confirmation:** Please check all the details in your Booking Confirmation promptly after receiving the Booking Confirmation. If you notice you have made a mistake, immediately contact the Holiday Accommodation Provider, or their Agent where you've been provided with their details in your account who may or may not be able to amend your Booking for you through the Website. The Holiday Accommodation Provider or their Agent may charge you additional costs for amending your Booking; discuss this with them. In addition, you should check if you can move any Third Party Other Services for your Booking to any amended Booking or not; discuss this with the relevant third party. If we have made a mistake with your Booking or it contains any errors, which are our fault, you will need to contact us within 24 hours of receipt of your Booking Confirmation to confirm your correct Booking Details so that we can hopefully reissue your Booking Confirmation (you will not incur any additional costs for this) or, if this is not possible, so that we can agree an alternative way forward that is acceptable to you and us acting reasonably.
- 2.9. **Restrictions on Holiday Periods:** There may be some restrictions on Bookings such as maximum holiday periods or minimum holiday periods or periods when parks or sites are closed. The maximum holiday period for any Booking is generally 28 consecutive days. However, certain Holiday Accommodation Providers or Their Agent may have (i) a shorter maximum holiday period or (ii) a minimum holiday period; either option will be stated on the relevant Accommodation Holiday description page on our Website.
- 2.10. **Changes to the Holiday Accommodation:** Where you have booked Holiday Accommodation on a park or site, and it is the Holiday Park Operator who has instructed us to list the Holiday Accommodation, the Holiday Park Operator agrees to always try to provide, or ensure you are provided with, your chosen Holiday Accommodation (e.g., the exact Holiday Accommodation Unit in its location on the site (when you were able to select down to this level), or if you've picked a grade or category of Holiday Accommodation, one of that grade or category). However, there are occasions when the Holiday Park Operator may be unable to do this e.g., the grade you have picked doesn't exist anymore as it has been or is being upgraded, the specific Holiday Accommodation has been sold to a third party who doesn't want to let it, but there are other Holiday Accommodation units in different places on the park of an equivalent grade/specification, or there isn't an equivalent Holiday Accommodation. Where any of this is the case, the Holiday Park Operator will contact you to discuss it and let you know what options are available to you. You then have the rights set out in paragraphs 10.5 below.

3. OUR ROLE AND SCOPE OF OUR LIABILITY

- 3.1. **Our promises to you:** We will perform the Booking Services and Our Other Services using reasonable care and skill.
- 3.2. **Who we are in this process:** To be clear:
 - 3.2.1. we act as agent for each Holiday Accommodation Provider that instructs us to list their Holiday Accommodation or Their Agent (where applicable) by arranging Bookings with the Holiday Accommodation Provider and collecting Rental Charges from holidaymakers (in this case, you) for their Holiday Accommodation that appears on the Website. We do not own any of the Holiday Accommodation. It is the Holiday Accommodation Provider (sometimes with the support of Their Agent) who supplies you with the Rental Services;
 - 3.2.2. we act on behalf of ourselves;
 - 3.2.3. in supplying you with the Booking Services and we act on behalf of ourselves when supplying you with Our Other Services;
 - 3.2.4. we act on behalf of certain third parties when introducing to you the Third Party Other Services, but we are not responsible to you for the services which make up the Third Party Other Services (which is the responsibility of the third party supplying those services); and;
 - 3.2.5. we collect:
 - 3.2.5.1. the Booking Fee on behalf of ourselves;
 - 3.2.5.2. Our Other Services Charges on behalf of ourselves;
 - 3.2.5.3. the Rental Charges on behalf of the Holiday Accommodation Provider or Their Agent (who then pays it to then in the manner they agree); and
 - 3.2.5.4. the Third Party Other Services Charges on behalf of other third parties.
- 3.3. **Exclusion of liability:** Our obligations to you are limited to those in connection with the Booking Services and Our Other Services. Accordingly, we accept no liability for any defects or unavailability of Rental Services, the Holiday Accommodation or any other problems with your holiday. Your rights under these Booking Terms and the Rental Contract for issues with Rental Services, a Holiday Accommodation or your holiday are only against the Holiday Accommodation Provider (unless we have done something wrong in relation to the Booking Services or Our Other Services which caused that problem). Also, we accept no responsibility for the acts or omissions of third parties who provide Third Party Other Services to you when your contract is with the relevant third party and not ourselves.
- 3.4. **Descriptions on the Website:** The Holiday Accommodation related descriptions on the Website, and any accreditations or rating (if any) are created or inserted by each Holiday Accommodation Provider, or Their Agent. We do not independently verify them and we are not responsible for any inaccuracies or errors in them. The descriptions include details of the Holiday Accommodation and Rental Services including photos, the facilities available at the Holiday Accommodation and maximum occupancy numbers. The Holiday Accommodation Provider or Their Agent will let you know if they discover a serious mistake or error relating to this information and a Booking that you have already made. If in relation to a Booking you have made, you are unhappy with any information relating to a Holiday Accommodation or the Rental Services as you believe there are inaccuracies or errors in it please contact the Holiday Accommodation Provider, or where this option is available to you in your account, Their Agent and follow the complaints procedure set out in paragraph 17. Some of the content on the Website is created by and about third parties. Those third parties are responsible for that content.

- 3.5. **When services become unavailable or restricted:** Unfortunately, sometimes some services or equipment (including Rental Services provided by a Holiday Accommodation Provider or other third parties) or facilities (including amenities or attractions nearby) in relation to a Holiday Accommodation, which are detailed on our Website, may become unavailable or be restricted. As this is outside of our control, we do not accept any responsibility for any changes, unavailability or restrictions of these things. If such services, equipment or facilities are not provided in circumstances when you have paid additional amounts for them to us, or directly to the Holiday Accommodation Provider or Their Agent, please follow the complaints procedure set out in paragraph 17.

4. CHARGES AND PAYMENT

- 4.1. **What we tell you about the charges and when:** Before submitting your Booking to us, you will be presented with the Total Charges payable for your Booking, together with a partial breakdown of the Total Charges such as:
- 4.1.1. the Booking Fee. This becomes non-refundable once you have paid it to us as part of your Balance (other than as set out in paragraphs 4.6 and 10); and
 - 4.1.2. any additional charges quoted during the Booking process when you make your Booking, for example, pet charges and other services you have purchased which may be part of the Rental Services and therefore part of the Rental Charges owed to a Holiday Accommodation Provider; or which may be part of Our Other Services or Third Party Other Services (and therefore part of Our Other Services Charges owed to us or Third Party Other Services Charges owed to us for a third party, which we may collect on behalf of a third party).
- 4.2. **What we tell you about the Deposit and the Balance:** If you are paying a Deposit rather than the entire Total Charges when making your Booking, you will also be presented with the date by which you will need to make payment to us for the Balance. The date you are required to pay the Balance will normally be 42 days before the start of your Holiday Period (but it could be something different; it's whatever you are told when you make your Booking and in your Booking Confirmation). Please note that we or a Holiday Accommodation Provider or Their Agent (if applicable) may (but are not obliged to) contact you via the contact details you provide us with or through our Website to remind you of the due date for payment of the Balance. You should also take note of when the Balance is due for your own reference. However, if the date the Balance would normally fall due for your Booking has already passed, we will ask you at the time of the Booking to pay the Balance too.
- 4.3. **Taking payments at the time of Booking:** We take the payments due at the time of Booking from your chosen payment method once you have entered your payment details and confirmed you wish to pay for the Booking.
- 4.4. **Taking payments after you receive your Booking Confirmation:** If the Balance or any other additional payments are due after you receive your Booking Confirmation, then you will need to make these payments by using the payment feature within your account on the Website.
- 4.5. **Pricing errors found before a Booking Confirmation:** It is always possible that despite best efforts some of the charges on the Website may be incorrectly priced:
- 4.5.1. where the actual Total Charges are less than those quoted to you at the time you made your Booking, you will be charged the lower amount when you are provided with the Booking Confirmation; and
 - 4.5.2. where the actual Total Charges are higher than those quoted to you at the time you made your Booking, the Holiday Accommodation Provider or Their Agent (as applicable) will contact you as soon as possible to inform you of this error and we will give you the option of continuing to book the Holiday Accommodation at the correct (higher) charges or cancelling your Booking, or the Holiday Accommodation Provider or Their Agent (as applicable) may agree an alternative price with you.

- 4.6. **Pricing errors found after a Booking Confirmation:** If we accept and process your Booking (a) where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing or (b) we or a Holiday Accommodation Provider or Their Agent (as applicable) identify it within 48 hours of us accepting and processing your Booking, we may cancel your Booking and we and the Holiday Accommodation Provider shall return what you have paid to us respectively and we will ask each relevant third party to do the same in relation to any Third Party Other Charges that you have paid to us on their behalf.
- 4.7. **If you think the amounts due are wrong:** If you think any amounts of which we notify you as due are wrong, please contact us promptly to let us know.
- 4.8. **VAT:** Total Charges include VAT, where applicable, which you shall be responsible for paying.
- 4.9. **Total Charges are per Holiday Accommodation:** Total Charges quoted are per Holiday Accommodation (and not per person). It is your responsibility to check the total price before completing the Booking process.
- 4.10. **Good housekeeping bond:** Each Holiday Accommodation Provider or Their Agent may charge a 'good housekeeping bond', which will be included alongside the charges quoted to you during the Booking process. In relation to each good housekeeping bond:
 - 4.10.1. we collect it from you when we collect the Balance, and hold it on behalf of the Holiday Accommodation Provider or Their Agent (if that's who lists with us);
 - 4.10.2. within 7 days of the end of your Holiday Period the Holiday Accommodation Provider or Their Agent must tell us if it (or any part of it) is to be transferred to them (a **Claimed Amount**). If they do not do this, we will return it to you. If they do, do this, we will let you know the reason(s) given, transfer the Claimed Amount to them and return the balance (if any) to you;
 - 4.10.3. if you do not agree with the Claimed Amount please contact the Holiday Accommodation Provider, or if this option is available in your account Their Agent We shall not be held liable for having returned a Claimed Amount to a Holiday Accommodation Provider or Their Agent on their instructions. We do not deal with complaints or claims concerning the good housekeeping bond and who it is paid to (albeit we can in our absolute discretion choose to get involved, and you will cooperate with us if we do);
 - 4.10.4. if your good housekeeping bond is not enough to cover any damage or loss you will be responsible for meeting the additional costs and expenses.

5. GIFT VOUCHERS

Gift vouchers: If we offer gift vouchers in the future, we will update these Booking Terms to explain how to order and pay for them, the timing of receiving them, the denomination(s) that they will be available in, how long they will be valid for and how to redeem them amongst other matters.

6. YOUR RESPONSIBILITIES

- 6.1. **Information you provide:** You must make sure that all the information you provide in connection with your Booking, including all Booking Details, are true, accurate, current and complete.
- 6.2. **Your responsibility for transactions made under your name or account:** You accept full financial and other responsibility for all transactions made under your name or account that you hold with us. We will notify you of any payments that are due and you shall be responsible for paying them within the timescales that we specify.
- 6.3. **Your promises to us and to the Holiday Accommodation Provider and Their Agent:** You promise to us and to the Holiday Accommodation Provider and Their Agent (as applicable) that before, during and after the Holiday Period:
 - 6.3.1. the number of people and pets occupying the Holiday Accommodation will not exceed the number stated in the Booking Confirmation;

- 6.3.2. you cannot arrange for additional visitors to come to the Holiday Accommodation or hold events (such as parties, celebrations or meetings) at the Holiday Accommodation without obtaining the written consent of the Holiday Accommodation Provider or, where this is available to you in your account, Their Agent in advance;
- 6.3.3. the Holiday Accommodation will be used solely for the purpose of a holiday or private accommodation by you and your Guests and will not be used for any commercial or business purpose. To be clear, you and your Guests are permitted to use the Holiday Accommodation as your own private accommodation during a work or business trip;
- 6.3.4. you will (and you will ensure that your Guests will) show all due consideration and respect for the Holiday Accommodation Provider, Their Agent (where applicable), their representatives, neighbours, the owner and/or operator and persons of/on any site the Holiday Accommodation is on and other persons or parties that have a connection with the Holiday Accommodation. This includes refraining from abusing your right to use or improperly using the Holiday Accommodation or Rental Services or participating in any illegal, dangerous, offensive, inappropriate, violent or anti-social behaviour towards such people;
- 6.3.5. you will (and you will ensure that your Guests will) use the Holiday Accommodation and Rental Services lawfully, will not abuse or damage any facilities provided as part of the Rental Services and will comply with any health and safety or other policies or instructions notified to you by us or the Holiday Accommodation Provider or Their Agent (if applicable), or the park owner or operator of the site your Holiday Accommodation is on in connection with the Holiday Accommodation, the site it is on or Rental Services;
- 6.3.6. you will not smoke in the Holiday Accommodation if it's prohibited by law or regulation or if it isn't, unless the Holiday Accommodation Provider or Their Agent (if applicable) has consented in writing to you doing so. All Holiday Accommodation is otherwise non-smoking;
- 6.3.7. you will allow the Holiday Accommodation Provider, Their Agent (if applicable) or any representative of theirs (including any tradespeople) to access the Holiday Accommodation at any reasonable time during the Holiday Period provided the Holiday Accommodation Provider or Their Agent (if applicable) provides you with reasonable advance notice (except where they (or their representatives) require access to the Holiday Accommodation due to an emergency, for example, if repairs need to be carried out or the Holiday Accommodation Provider or Their Agent (if applicable) becomes aware that you have breached, or has reasonable suspicion to believe that you will breach these Booking Terms);
- 6.3.8. you will keep the Holiday Accommodation and all furniture, utensils, equipment, fixtures and fittings in or on the Holiday Accommodation in the same state of repair and condition as at the start of the Holiday Period and you will ensure that at the end of your Holiday Period the Holiday Accommodation is left in the same state of order and cleanliness in which it was found. The Holiday Accommodation Provider, or Their Agent on their behalf (if applicable), may charge you for any additional, reasonable charges for professional cleaning after the end of your Holiday Period where you have failed to comply with this paragraph. These charges are necessary in order to return the Holiday Accommodation to its original state of cleanliness and tidiness for future bookings by other customers;
- 6.3.9. you will report as soon as possible to the Holiday Accommodation Provider, Their Agent (if applicable) or to their representative any breakages or damage caused by you or your Guests during the Holiday Period. Without affecting any other remedies that the Holiday Accommodation Provider has under the Rental Contract;
- 6.3.10. you promise to fully reimburse the Holiday Accommodation Provider for the cost of replacement or repair for such breakages or damage;

- 6.3.11. you will arrive at the Holiday Accommodation no earlier than the time confirmed in your Booking Confirmation on the first day of your Holiday Period and you will vacate the Holiday Accommodation by no later than the time confirmed in your Booking Confirmation on the last day of your Holiday Period) or any other times as otherwise agreed with the Holiday Accommodation Provider or Their Agent (if applicable) in writing;
 - 6.3.12. you will not allow any person other than you and your Guests to use the facilities and amenities of the Holiday Accommodation without the express permission of the Holiday Accommodation Provider or Their Agent (if applicable);
 - 6.3.13. you will provide the Holiday Accommodation Provider, Their Agent (if applicable) or us (depending on who asks) with any information that is reasonably requested from you or your Guests;
 - 6.3.14. you will keep the location of all keys/access cards for the Holiday Accommodation and the site it is on (if applicable), which the Holiday Accommodation Provider, Their Agent (if applicable) or their representatives shall provide you, confidential and return all of them and other access mechanisms at the end of your Holiday Period to the location requested by them. They may make such communications through us in the future; and
 - 6.3.15. you will notify all Guests before the Holiday Period starts of your and their obligations under this paragraph 6.3.
- 6.4. **Your responsibility for Guests:** You will be responsible for all Guests staying at the Holiday Accommodation and the things they do (and do not do) even if you do not stay there yourself during the Holiday Period.
 - 6.5. **Your responsibility for travel and health documentation:** You will be responsible for ensuring that you, your Guests and any pets have the relevant travel and health documents and requirements needed for visiting the country in which a Holiday Accommodation is located. These include any passport or other identification documents, visa requirements and, in the case of pets, any vaccines or microchips. We will not be liable for any expenses incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with such requirements.
 - 6.6. **Your responsibility to comply with the law:** You will be responsible to ensure that you and your Guests comply with applicable laws.
 - 6.7. **Failure to comply with anything in this paragraph 6:** If you or any Guest fails to comply, or is likely to fail to comply, with any of the requirements set out in this paragraph 6, the Holiday Accommodation Provider, Their Agent (if applicable) or their representative(s) may refuse to allow you and your Guests to enter and stay at the Holiday Accommodation or can require you and your Guests to leave the Holiday Accommodation before the end of the Holiday Period. In either case, you will be treated as having broken the terms of Rental Contract and your Booking will be cancelled. In these circumstances, you will not receive a refund of any of the Total Charges and neither we or the Holiday Accommodation Provider or Their Agent (if applicable) shall be responsible for any other costs and expenses you have to pay due to you not being able to stay in the Holiday Accommodation, such as the cost of finding any alternative accommodation or making alternative travel arrangements. This may also affect our decision as to whether or not to accept any future Booking from you.

7. A HOLIDAY ACCOMMODATION PROVIDER'S RESPONSIBILITIES

7.1. **Holiday Accommodation Provider's promises to you:** A Holiday Accommodation Provider will:

- 7.1.1. perform the Rental Services using reasonable care and skill;
- 7.1.2. provide an accurate description of the Holiday Accommodation, and as soon as reasonably possible; tell you of any changes that would make it inaccurate (other than to a minor or non-material extent) in relation to a Booking that you have made using your contact details or through the Website;
- 7.1.3. subject to the exceptions in paragraph 6.3.7, ensure that the Holiday Accommodation is vacant, not make any use of the Holiday Accommodation and ensure that you and your Guests have exclusive access to it and Rental Services, for the Holiday Period unless the Holiday Accommodation Provider or Their Agent (if applicable) is entitled to refuse you and your Guests access to, or requires you to leave, the Holiday Accommodation in accordance with paragraph 6.6;
- 7.1.4. ensure that the Holiday Accommodation is properly maintained, clean, tidy and in good repair at the start of the Holiday Period;
- 7.1.5. ensure that the Holiday Accommodation Provider, the Holiday Accommodation and the Rental Services will comply with all applicable laws and regulations, in particular, relating to fire, health and safety and data protection;
- 7.1.6. ensure that the Holiday Accommodation Provider has the right to provide the Rental Services, let the Holiday Accommodation and otherwise enter into the Rental Contract with you;
- 7.1.7. maintain, at the Holiday Accommodation Provider's expense and with a reputable insurance company, suitable and adequate insurance policies in respect of the Holiday Accommodation Provider's liabilities under the Rental Contract with you;
- 7.1.8. co-operate with you on all matters relating to the Rental Contract, including providing the Rental Services and processing any refunds that may be due to you;
- 7.1.9. provide Holiday Accommodation access details to you (including all cards and access codes) so you can make use of the Holiday Accommodation for the Holiday Period and ensure that suitable arrangements are in place for you to collect and return the keys/access cards for the Holiday Accommodation;
- 7.1.10. show all due consideration and respect to you and your Guests including refraining from any dangerous, offensive, inappropriate, violent or anti-social behaviour towards you and your Guests;
- 7.1.11. comply with the terms of the Rental Contract;
- 7.1.12. respond to queries, complaints and problems which arise during or after the Holiday Period and use best efforts to resolve; and
- 7.1.13. if VAT forms part of the Total Charges, provide you with a VAT invoice if you request one in writing.

8. PETS

8.1. **Allowance for pets and extra charges:** Pets are only allowed at a Holiday Accommodation where this is expressly stated in the applicable Holiday Accommodation description on the Website. There may be an additional charge for bringing pets, which we will notify you of at the time of Booking.

- 8.2. **Pets in a Holiday Accommodation when they are not allowed:** If a pet is taken to a Holiday Accommodation that does not allow pets, or the stated number/size of pets is exceeded, the Holiday Accommodation Provider or Their Agent or their representatives (if applicable) have the right to refuse to allow you and your Guests to enter or stay in the Holiday Accommodation; and/or ask you and your Guests to leave the Holiday Accommodation before the end of the Holiday Period; and you must comply. If the Holiday Accommodation Provider or Their Agent or their representatives exercise either of these rights, the Holiday Accommodation Provider or Their Agent or us on their behalf may end the Rental Contract in accordance with paragraph 11.
 - 8.3. **Damage by pets, traces of pets – and extra charges:** You will be responsible for all damage caused by your and/or your Guests' pets. For any pets allowed in the Holiday Accommodation, you should remove all traces (inside and outside) from the Holiday Accommodation of pet occupation before you and your Guests vacate the Holiday Accommodation at the end of the Holiday Period. The Holiday Accommodation Provider or Their Agent may make an additional, reasonable charge for professional cleaning after your Holiday Period due to any pets that have stayed at the Holiday Accommodation.
 - 8.4. **Pet rules:** Unless you have written permission from the Holiday Accommodation Provider or Their Agent (if applicable), you must not allow pets on beds or on the other furniture within the Holiday Accommodation. Pets must not be left alone in the Holiday Accommodation (which includes any outside areas) at any time.
 - 8.5. **Breaking the pet rules and ending the Rental Contract:** If you break the terms of paragraphs 8.3 or 8.4, the Holiday Accommodation Provider or their Agent(if applicable) or us on their behalf may notify you that you have broken those terms and if you continue to do so may end the Rental Contract and require you and your Guests to leave the Holiday Accommodation before the end of the Holiday Period.
 - 8.6. **Registered assistance dogs:** Registered assistance dogs are allowed in all Holiday Accommodations featured on our Website even where the property description states that pets are not allowed in accordance with and subject to law provided that, you comply with the provisions in paragraph 8.3. You must notify the Holiday Accommodation Provider or Their Agent (if applicable) of the intended presence of any assistance dogs before Booking just in case (a) there is a very serious allergy to animals (e.g. one that could result in the death, or serious injury of someone who uses or who needs to use the Holiday Accommodation that can't be rectified with for example a clean, deep clean) that the Holiday Accommodation Provider needs to make you aware of as a reason for unfortunately not being able to accept the Booking in this instance or (b) if you need to agree reasonable adjustments to paragraph 8.3.
 - 8.7. **Allergy to animals:** If you or your Guests have an allergy to animals, please be aware that neither we, a Holiday Accommodation Provider or Their Agent (if applicable) can guarantee that an assistance dog, or other animals, have not stayed in a particular Holiday Accommodation recently. We, the Holiday Accommodation Provider and Their Agent (if applicable) cannot accept responsibility for any health condition which may occur as a result of any animals having been present in a Holiday Accommodation. It is your responsibility to make specific enquiries of the Holiday Accommodation Provider or Their Agent (if this is available to you in your account with us) before making a Booking through us if you or your Guests have an allergy. For their contact details see section 20 (Holiday Accommodation Provider and Their Agent (if applicable)) below.
9. **AMENDING, CANCELLING OR TRANSFERRING A BOOKING AFTER A BOOKING CONFIRMATION**

- 9.1. **Amending a Booking after the Booking Confirmation:** If you would like to amend your Booking after the Booking Confirmation, please contact the Holiday Accommodation Provider or Their Agent (if this is available to you in your account with us) using your guest profile on our Website. The Holiday Accommodation Provider or Their Agent (if applicable) may or may not agree. The Holiday Accommodation Provider or Their Agent (if applicable) may request additional Rental Charges are payable if for example the dates are being changed to a more expensive week. Please ensure you have written confirmation of any amendment. You are not entitled to have amounts refunded to you if it is a less expensive week.
- 9.2. **Cancelling a Booking after you receive your Booking Confirmation because you have changed your mind:** If you change your mind after you receive your Booking Confirmation:
- 9.2.1. you are not entitled to cancel the Booking Contract for a particular Booking and obtain a refund for the Booking Fee if you have paid it to us. We will have already supplied the Booking Services to you for that particular Booking;
 - 9.2.2. if you wish to cancel the Rental Contract with the Holiday Accommodation Provider more than 42 days before the start of the Holiday Period, you will be entitled to a refund of the Rental Charges you have paid minus: (i) the Deposit (excluding any Third Party Other Services Charges which you may or may not be entitled to a refund of pursuant to your arrangements with the relevant third party and Our Other Services Charges); and (ii) all reasonably incurred charges for any other services that the Holiday Accommodation Provider provided to you up to the date you cancelled the Rental Contract. You will not receive a refund of Our Other Services Charges or Third Party Other Services Charges unless your arrangements with the relevant third party say you are;
 - 9.2.3. if you wish to cancel the Rental Contract with the Holiday Accommodation Provider 29 to 42 days before the start of the Holiday Period, you will be entitled to a refund of 50 per cent of the Rental Charges you have paid. You will not receive a refund of the Booking Fee (see paragraph 9.2.1), Our Other Services Charges or Third Party Other Services Charges unless your arrangements with the relevant third party say you are, or any reasonably incurred charges for any other services that the Holiday Accommodation Provider provided to you up to the date you cancelled the Rental Contract;
 - 9.2.4. if you wish to cancel the Rental Contract with the Holiday Accommodation Provider 8 to 28 days before the start of the Holiday Period, you will be entitled to a refund of 25 per cent of the Rental Charges you have paid. You will not receive a refund of the Booking Fee (see paragraph 9.2.1), Our Other Services Charges or Third Party Other Services Charges unless your arrangements with the relevant third party say you are, or any reasonably incurred charges for any other services that the Holiday Accommodation Provider provided to you up to the date you cancelled the Rental Contract;
 - 9.2.5. you do not have a right to cancel the Rental Contract with the Holiday Accommodation Provider 7 days or less before the start of the Holiday Period (you will not receive a refund of the Rental Charges or any other services acquired from the Holiday Accommodation Provider if you do so, and you shall not be entitled to a refund of the Booking Fee (see paragraph 9.2.1), Our Other Services Charges or any Third Party Other Services Charges unless your arrangements with the relevant third party say you are). You may, however, have the right to end the Rental Contract in accordance with paragraph 10, under which you may be entitled to a refund for any Rental Charges you have paid. You may also be entitled to a refund of the Booking Fee, Our Other Services Charges and/or Third Party Other Services Charges payable under the Booking Contract in certain situations in accordance with paragraph 10.
- 9.3. **Transferring a Booking after a Booking Confirmation:** You may not transfer your Rental Contract or a Booking Contract to another person.

10. YOUR RIGHTS TO END A RENTAL CONTRACT

- 10.1. **Your rights to end a Rental Contract other than where you change your mind (as outlined in paragraph 9.2):** You may immediately end a Rental Contract:
- 10.1.1. if the Holiday Accommodation Provider has committed a serious breach of its obligations to you as set out in these Booking Terms;
or
 - 10.1.2. if the Holiday Accommodation Provider or Their Agent (if applicable) has told you about a material error in the Booking Details or a significant error in the description of the Rental Services relating to your Booking, and you tell the Holiday Accommodation Provider that you do not wish to proceed, provided that, if your Holiday Accommodation is on a site where the Holiday Park Operator instructs us to list it, and the serious breach or the material or significant error would relate to the particular Holiday Accommodation or the grade or category of Holiday Accommodation that you booked not being available to you for your Holiday Period, but one of an equivalent grade or category (**Equivalent Accommodation**) or better grade or category, in a different spot on the same Holiday Park Operator's site (**Better Accommodation**) or a lower grade or category (**Lessor Accommodation**) is, this paragraph 10.1. doesn't apply to you. See paragraph instead 10.5.
- 10.2. **What refunds you are entitled to if you end a Rental Contract in these circumstances:** If you end a Rental Contract for a reason in paragraph 10.1.1 or 10.1.2 then the Holiday Accommodation Provider or Their Agent on their behalf (if applicable), will refund to you the Rental Charges that you have already paid for the Booking and the amount equivalent to the Booking Fee, Our Other Services Charges and Third Party Other Services Charges that you have already paid for the Booking.
- 10.3. **Enhanced cancellation terms:** By booking through the Website, you benefit from the following enhanced cancellation terms:
- 10.3.1. The Holiday Accommodation Provider, or Their Agent on their behalf (if applicable), will refund to you the Rental Charges that you have already paid for the Booking and, other than in relation to Travel Restrictions (where you shall not be entitled to these amounts from the Holiday Accommodation Provider), the amount equivalent to the Booking Fee, Our Other Services Charges and Third Party Other Services Charges that you have already paid for the Booking if any one or more of the following occurs, subject to 10.3.2 below:
 - 10.3.1.1. **Fraudulent Listing:** the Holiday Accommodation Provider does not own or manage the Holiday Accommodation and has no right to let it to you, or the Holiday Accommodation does not actually exist or the Holiday Accommodation is not legally permitted to be rented;
 - 10.3.1.2. **You are denied entry to the Holiday Accommodation or otherwise cannot access the Holiday Accommodation:** You have paid to rent the Holiday Accommodation in compliance with these Booking Conditions but you have been denied entry to the Holiday Accommodation as a result of intentional and wrongful conduct of the Holiday Accommodation Provider or Their Agent on their behalf (if applicable) (which is deemed to include the their bankruptcy, insolvency or fraudulent activity). You will not be covered under this clause for any delay in accessing the Holiday Accommodation during your Booking. You must notify us of this condition no later than the first day of your Booking;
 - 10.3.1.3. **Park Closure:** You cannot access the Holiday Accommodation because it is sited on a park which is closed to guests for any part of your Booking;

- 10.3.1.4. Travel Restrictions: You cannot access the Holiday Accommodation because of a government imposed and legally required national lockdown in the United Kingdom; or
 - 10.3.1.5. Misrepresented Holiday Accommodation: the Holiday Accommodation has Significant Material Differences or Defects compared with its description on the Website, and: (i) you are unable to rent the Holiday Accommodation as intended; (ii) you describe and provide photographic evidence of the Significant Material Differences or Defects; and (iii) you notify the Holiday Accommodation Provider or Their Agent where this option is available to you in your account and us of this condition no later than the first day of your Booking. The meaning of “**Significant Material Differences or Defects**” shall be determined in our sole discretion and, among other exceptions, it shall not cover cleanliness of the Holiday Accommodation; minor maintenance issues with the Holiday Accommodation; minor differences in the Holiday Accommodation advertised and the actual Holiday Accommodation; the presence or availability of local attractions; or maintenance issues with amenities or services.
- 10.3.2. You are not entitled to the refund referred to at 10.3.1 if:
- 10.3.2.1. the Holiday Accommodation Provider offers you (a) an alternative Holiday Accommodation which you accept or (b) an Equivalent Accommodation or Better Accommodation (even if you choose not to accept it); or
 - 10.3.2.2. where you make a chargeback claim to your credit or debit card issuer (as you have then been paid through this route).
- 10.3.3. To make a claim under clause 10.3, you must take the following steps within the time periods described below:
- 10.3.3.1. for Park Closure or Travel Restrictions please contact the Holiday Accommodation Provider or Their Agent if this option is available to you in your account with us and request a full refund. The Holiday Accommodation Provider (or Their Agent on their behalf) is obliged to cancel your booking from within the Website owner admin area which will initiate a full refund to you. If the Holiday Accommodation Provider refuses to comply with your request please contact us via the contact form on our Website, it's currently here <https://www.ukcaravans4hire.com/contactus.html> so we can assist further;
 - 10.3.3.2. for Fraudulent Listing, Misrepresent Holiday Accommodation or Denied Entry to the Holiday Accommodation please inform us of the problem no later than the first day of your Booking by using the complaint system within the guest area of the Website and provide a detailed description of the circumstances surrounding your claim;
 - 10.3.3.3. If the issue is due to fraudulent activity, you must obtain a police crime reference number/case number in relation to such issue and include it within the complaint.
- 10.4. **Your consumer rights:** You have certain legal rights as a consumer under the law and nothing in these Booking Terms affects these legal rights. Advice about your legal rights in relation to the services we or a Holiday Accommodation Provider provide is available from your local Citizens' Advice Bureau or Trading Standards office. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- 10.5. **Changes to your Holiday Accommodation if it is on a Holiday Park Operator's site:**

- 10.5.1. **Changes to you Specific Holiday Accommodation:** if the Holiday Accommodation Provider, or their Holiday Park Operator on their behalf (if applicable), or us (**Authorised Person**), has told you that the Specific Holiday Accommodation that you have booked is no longer available for your Booking the Authorised Person will:
- 10.5.1.1. where reasonably possible offer you an Equivalent Accommodation for your Holiday Period, and where you booked a Specific Holiday Accommodation and it matters to you, this includes equivalent as regards its location too (e.g., sea view, near to a playground) (**Alternative**); or
 - 10.5.1.2. if they can't, acting reasonably, offer you an Equivalent Accommodation for your Holiday Period, where reasonably possible offer you Better Accommodation for your Holiday Period, and where you booked a Specific Holiday Accommodation and location mattered to you, in an equivalent location (**Better Alternative**) and you shall not be asked to pay the difference in price; or
 - 10.5.1.3. if they can't acting reasonably offer you an Alternative or Better Alternative, they will, where reasonably possible, offer you a Lessor Accommodation for your Holiday Period (**Lessor Alternative**) and you will receive a refund of the difference in price at the time of the change in Booking; or
 - 10.5.1.4. if they, can't, acting reasonably, offer you an Alternative or Lessor Alternative for your Holiday Period, or you don't want to accept them, offer you a refund of the Rental Charges that you have already paid for the Booking and, if an Alternative was not offered to you, the amount equivalent to the Booking Fee, Our Other Services Charges and Third Party Other Services Charges that you have already paid for the Booking too. If you have been offered a Better Alternative and you have refused it, you shall not be entitled to cancel or to a refund of the Rental Charges, Booking Fee, Our Other Services Charges and Third Party Other Services Charges that you have already paid for the Booking.
- 10.5.2. After you have selected an option: After providing you with your preferred option under 10.5.1, we and the Holiday Accommodation Provider or Their Agent on their behalf (if applicable) shall have no further responsibility to you in relation to your original Booking.
- 10.5.3. **Changes to the grade/category of Holiday Accommodation you booked:** if the Authorised Person has told you that the grade or category of Holiday Accommodation that you booked is no longer available for your Booking the Authorised Person will:
- 10.5.3.1. where reasonably possible, offer you Better Accommodation for the Holiday Period (**Better Grade**) and you shall not be asked to pay the difference in the price; or
 - 10.5.3.2. if they can't acting reasonably offer you a Better Grade, they will, where reasonably possible offer you a lower grade or category of Holiday Accommodation for your Holiday Period (**Lessor Grade**) and you will receive a refund of the difference in price at the time of the change in Booking; or
 - 10.5.3.3. if they can't acting reasonably offer you a Lesser Grade or you don't want to accept the Lesser Grade, they shall offer you a refund of the Rental Charges that you have already paid for the Booking and the amount equivalent to the Booking Fee, Our Other Services Charges and Third Party Other Services Charges that you have already paid for the Booking too. If you have been offered a Better Grade and you have refused it, you shall not be entitled to cancel or to a refund of the Rental Charges, Booking Fee, Our Other Services Charges and Third Party Other Services Charges that you have already paid for the Booking.

10.5.4. After you have selected an option: After providing you with your preferred option under 10.5.3, we and the Holiday Accommodation Provider or Their Agent on their behalf (if applicable), shall have no further responsibility to you in relation to your original Booking.

11. A HOLIDAY ACCOMMODATION PROVIDER'S RIGHTS TO CANCEL YOUR BOOKING OR END A RENTAL CONTRACT

11.1. **A Holiday Accommodation Provider's rights to end a Booking or Rental Contract (no refund):** Without affecting any other right or remedy available to a Holiday Accommodation Provider, they (or Their Agent on their behalf (if applicable)) may cancel your Booking or bring to an end a Rental Contract if:

11.1.1. you do not make any payment when it is due;

11.1.2. you fail to perform or comply with any of your obligations (when the Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) considers your failure to be serious or important) contained in the Rental Contract or these Booking Terms, including if you or your Guests do not comply with the obligations set out in paragraph 7, you do not comply with the applicable rules on pets in accordance with paragraph 8 or you are declared bankrupt, make any arrangement with or for the benefit of your creditors, are unable to pay your debts or have a county court administration order made against you.

11.2. **Consequences if a Booking or Rental Contract ends in the circumstances of paragraph 11.1:** If a Booking or Rental Contract ends for any of the reasons in paragraph 11.1, then you will not be entitled to any refund of any Total Charges or other charges that you have paid in connection with your Booking. Also, neither we nor the Holiday Accommodation Provider or Their Agent (if applicable) shall be responsible for any other costs or expenses you have to pay due to this (such as the cost of finding any alternative accommodation or making alternative travel arrangements).

12. EVENTS OUTSIDE THE HOLIDAY ACCOMMODATION PROVIDER'S REASONABLE CONTROL

- 12.1. **Force majeure leading to cancellation:** The Holiday Accommodation Provider has a right (including using Their Agent (if applicable)), to end the Rental Contract and cancel your Booking if an event occurs beyond the Holiday Accommodation Provider's reasonable control (which is what we call an "Unexpected Event"). Examples of Unexpected Events include any law, guidance or action taken by a national or local government or public authority or any consequences of them; a fire or accident; epidemic or pandemic; act of God, flood, adverse weather conditions or other natural disaster, or any other event of any nature which prevents or is likely to prevent you and your Guests from staying at the Holiday Accommodation for some or all of the Holiday Period or from a Holiday Accommodation Provider complying with its obligations under its Rental Contract with you.
- 12.2. **Consequences of a cancellation under paragraph 12.1:** If an Unexpected Event happens that results in your Booking or Rental Contract being cancelled by a Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) the Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) will refund you the Rental Charges minus any cost and expense the Holiday Accommodation Provider reasonably incurred in providing you with the Rental Services up to the date of termination. After providing you with this amount the Holiday Accommodation Provider shall have no further responsibility to you in relation to your original Booking.

13. OTHER CONSEQUENCES OF A RENTAL CONTRACT ENDING FOR WHATEVER REASON

- 13.1. **Consequences of a Rental Contract ending:** If the Rental Contract ends during or at the end of the Holiday Period, you must:
 - 13.1.1. leave the Holiday Accommodation together with all Guests as soon as possible;
 - 13.1.2. notify the Holiday Accommodation Provider (or Their Agent if this is available to you in your account with us) that you and your Guests have left the Holiday Accommodation and, if relevant, the reasons for doing so; and
 - 13.1.3. return the keys/access cards to the location instructed by the Holiday Accommodation Provider (or Their Agent if applicable).
- 13.2. **Consequences of your decision to leave the Holiday Accommodation before the end of the Holiday Period:** If you leave the Holiday Accommodation before the end of the Holiday Period of your own accord (and not due to an Unexpected Event or because you have ended the Rental Contract with one of your rights under paragraph 10.1) no refunds for any charges are payable.

14. INSURANCE

Some important advice: You are strongly advised to take out travel insurance with a reputable provider before booking to cover your Booking. If you do not do this then you are strongly advised at least to take out travel insurance with a reputable provider before departing for your holiday. Any insurance should ideally cover you for the total cost of your Booking (and your stay if that is different). It is your responsibility to check that your insurance cover is sufficient for your own purposes and any likely risks that may affect you or your holiday.

15. WHAT WE ARE AND ARE NOT LIABLE FOR (SEE ALSO PARAGRAPH 3 "OUR ROLE AND SCOPE OF OUR LIABILITY")

- 15.1. **What we are always responsible for:** We do not exclude or limit in any way our responsibility to you where it would be unlawful to do so.
- 15.2. **We have no responsibility in connection with your Rental Contract with the Holiday Accommodation Provider:** As we act as agent on behalf of the Holiday Accommodation Provider or Their Agent the Holiday Accommodation Provider's Rental Contract is with you, we are not

responsible to you or any of your Guests under or in connection with the Rental Contract for any acts or failure to act by the Holiday Accommodation Provider including the suitability and performance of the Rental Services and the Holiday Accommodation.

15.3. **Our responsibility under the Booking Contract (and otherwise):**

15.3.1. We are responsible to you under a Booking Contract for anything we say in these Booking Terms that we will do under that Booking Contract.

15.3.2. Apart from the responsibilities under paragraphs 15.1 and 15.3.1, we do not give you the benefit of (i.e., we disclaim) any and all other promises, warranties, conditions, or representations relating to these Booking Terms, any Booking Contract and any Rental Contract or otherwise, whether express, implied, oral or written, to the fullest extent that we are able to do so under applicable law.

15.3.3. Apart from the responsibilities under paragraph 15.1 (where we have unlimited liability), our total liability to you for any breach of the Booking Contract, however that may arise, is limited to the total of the Booking Fee and any other charges you have paid to us for Our Other Services.

15.4. **Our responsibility is limited to 'foreseeable' losses:** Within the limits of paragraph 15.3.3, where we are responsible to you, we shall not be responsible to you for any losses unless they are a 'foreseeable' consequence of our failure to comply with a term of the Booking Contract. Losses are 'foreseeable' where they were contemplated by us at the time we sent you a Booking Confirmation.

15.5. **Personal Belongings and Injury:** You acknowledge that personal belongings and vehicles (together with their contents) belonging to you and your Guests are left at the Holiday Accommodation entirely at your and their own risk. We accept no liability for any loss, damage or injury to you or your Guests, or your or their personal property during the Holiday Period, except to the extent such loss, damage or injury is caused by our negligence.

16. HOLIDAY ACCOMMODATION PROVIDER'S LIABILITY

16.1. **What a Holiday Accommodation Provider is always responsible for:** A Holiday Accommodation Provider does not exclude or limit in any way their responsibility to you where it would be unlawful to do so.

16.2. **A Holiday Accommodation Provider's responsibility is limited to 'foreseeable' losses:** Where a Holiday Accommodation Provider is responsible to you, they shall not be responsible to you for any losses unless they are a 'foreseeable' consequence of the Holiday Accommodation Provider's failure to comply with a term of the Rental Contract. Losses are 'foreseeable' where they were contemplated by the Holiday Accommodation Provider at the time we sent you a Booking Confirmation.

16.3. **Personal Belongings and Injury:** You acknowledge that personal belongings and vehicles (together with their contents) belonging to you and your Guests are left at the Holiday Accommodation entirely at your and their own risk. A Holiday Accommodation Provider accepts no

liability for any loss, damage or injury to you or your Guests, or your or their personal property during the Holiday Period, except to the extent such loss, damage or injury is caused by the Holiday Accommodation Provider's negligence.

- 16.4. **Services for personal use only:** Our Booking Services are available for your personal, private and non-commercial use only. You may not offer for resale any Booking Services, Our Other Services, Rental Services or Third Party Other Services without the written permission of the person(s) who is providing you with those services. To be clear, you and your Guests are permitted to use the Holiday Accommodation as private accommodation for work or business trips.
- 16.5. **Wi-Fi and Phone Reception:** The Holiday Accommodation Provider cannot (and does not) guarantee a phone signal or the speed of any broadband at the Holiday Accommodation (or what you will be able to download or stream whilst there). Connections can be difficult, slower, limited or not available in certain areas of the UK or at certain times. If the description of the Holiday Accommodation does not state that Wi-Fi is included it is not. If the description of the Holiday Accommodation states that Wi-Fi is included, the Holiday Accommodation Provider is responsible for ensuring that Wi-Fi has been set up at the Holiday Accommodation only.
- 16.6. **CCTV:** We are aware that many Holiday Accommodation Providers and Holiday Park Operators, and the sites they sit on, use CCTV systems for the safety and security of the Holiday Accommodation, site and guests. You may be notified that CCTV is in operation at the Holiday Accommodation and/or on site. If required, please contact the Holiday Accommodation Provider for details such as the purpose of any CCTV belonging to the Holiday Accommodation, the data being processed and how long any footage is retained for if this information is not already apparent at the Holiday Accommodation or in the information you have seen or received about the Holiday Accommodation.
- 16.7. Neither us or the Holiday Accommodation Provider shall be held liable for building work noise or disruption coming from neighbouring caravans, sites, roads or other land.

17. COMPLAINTS

- 17.1. **Complaints generally:** If the complaint is about:
 - 17.1.1. the Booking Services or Our Other Services, we shall deal with it on our own behalf as it relates to the Booking Contract between you and us; contact us using the contact details at paragraph 19; or
 - 17.1.2. the Rental Services or the Holiday Accommodation, the Holiday Accommodation Provider (or Their Agent (if applicable)) shall deal with it for itself as it relates to the Rental Contract between you and the Holiday Accommodation Provider; contact the Holiday Accommodation Provider (or Their Agent if this option is available to you in your account with us) in the manner set out in paragraph 20; or

- 17.1.3. the Third Party Other Services, use their contact details from the documents that they have shared with you, or that are otherwise on their website.
- 17.1.4. We do not manage complaints arising under paragraphs 17.1.2 and 17.1.3.
- 17.2. **Making a complaint about the Holiday Accommodation or Rental Services:** If you have a complaint about the Holiday Accommodation or the Rental Services, contact the relevant Holiday Accommodation Provider (or Their Agent if this option is available to you in your account with us) as soon as possible (and during the Holiday Period) because your Rental Contract is directly with the Holiday Accommodation Provider (and not us). This will give you and the Holiday Accommodation Provider (or Their Agent if this option is available to you in your account with us) the best opportunity to resolve your complaint during the Holiday Period (and will hopefully assist in any issue, loss or damage either not being suffered or it being reduced). Failure to contact Holiday Accommodation Provider (or Their Agent if this option is available to you in your account with us) in this way could affect any future complaint or claim for alleged loss or damage suffered. If you have a complaint about the Holiday Accommodation or Rental Services and do not do this, you must contact the relevant Holiday Accommodation Provider (or Their Agent if this option is available to you in your account with us) when you return home. You can contact the Holiday Accommodation Provider (or Their Agent if this option is available to you in your account with us) using your guest account on the Website. We do not deal with any complaints concerning the Holiday Accommodation or Rental Services and we are not liable for them.
- 17.3. **Your legal rights:** Nothing in this Complaints paragraph 17 affects your legal rights or any right you may have to bring legal proceedings against a Holiday Accommodation Provider under a Rental Contract.
- 17.4. **Contact details:** For contact details for us or the Holiday Accommodation Provider (or Their Agent if this option is available to you in your account with us), please see paragraphs 19 and 20. For contact details of a third party provider of Third Party Services, please see the contract that you have with them for their contact details.

18. OTHER IMPORTANT TERMS

- 18.1. **Electronic communications:** You agree to receive communications from us and a Holiday Accommodation Provider (or Their Agent (if applicable)) electronically and that electronic communications will satisfy any legal requirement for communications to be in writing. Where these Booking Terms say something is 'in writing' or similar, it includes by electronic communications.
- 18.2. **Transferring Rental Contract and Booking Contract:** A Holiday Accommodation Provider may transfer his rights and obligations under the Rental Contract to a purchaser or leasee of the Holiday Accommodation (**New Provider**) or to a member of the same group of companies as itself (**Provider Group Company**). The New Provider or Provider Group Company (as applicable), and not the Holiday Accommodation Provider, will be responsible for performing the Holiday Accommodation Provider's rights and obligations under the Rental Contract from

the date of transfer. We may transfer our rights and obligations under the Booking Contract to a member of the same group of companies as ourselves (**UK Group Company**). The UK Group Company, and not us, will be responsible for performing our rights and obligations under the Booking Contract from the date of transfer. The Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) or we (as applicable) will inform you of all transfers of this nature.

- 18.3. We, and if we consent, a Holiday Accommodation Provider may transfer our rights and obligations under the Booking Contract or Rental Contract to a person or legal organisation who is not a New Provider, Provider Group Company or UK Group Company. We or the Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) will contact you to let you know if this is going to happen.
- 18.4. You have no similar rights to transfer a contract.
- 18.5. **No third party rights:** Each Booking Contract for the provision of the Booking Services and Our Other Services is between you and us. Each Rental Contract is between you and the relevant Holiday Accommodation Provider. Each contract for Third Party Other Services is between you and the third party providing those services. No other person shall have any rights to enforce any of the terms of each respective contract.
- 18.6. **Separate paragraphs:** Each of the paragraphs of these Booking Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.7. **Waiting to enforce a right:** If we or a Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) do not insist immediately that you do anything you are required to do under these Booking Terms, or if we or a Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) delay in taking steps against you in respect of you breaking a term of a Booking Contract or Rental Contract, that will not mean that you do not have to do those things and it will not prevent us or a Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) (as applicable) taking steps against you at a later date. For example, if you miss a payment and we do not chase you but continue to provide Our Other Services, then we can still require you to make the payment at a later date.
- 18.8. **The law that applies to all this:** Any Booking Contract and Rental Contract (and all the relevant Booking Terms within them) are governed by English law.
- 18.9. **If you, we or a Holiday Accommodation Provider ever need to go to court:** You can bring legal proceedings in respect of any Booking Contract or Rental Contract in the English courts.
- 18.10. **Resolving disputes without going to court:** Alternative dispute resolution is where an independent body considers the facts of a dispute and aims to settle it, without you having to go to court. If you are not happy with how we or a Holiday Accommodation Provider (or Their Agent on their behalf (if applicable)) has handled any complaint, you may want to contact an alternative dispute resolution provider such as the Centre for Effective Dispute Resolution (CEDR), an independent charity which is approved by the CAA, Chartered Trading Standards

Institute, the Gambling Commission and Ofcom to provide dispute resolution for disputes between customers and businesses. Neither we nor the Holiday Accommodation Provider is agreeing to alternative dispute resolution included using CEDR in this paragraph.

19. US

- 19.1. Our preferred method of communication is the form that's here <https://www.ukcaravans4hire.com/contactus.html>
- 19.2. Our contact details are email@ukcaravans4hire.com and 0330 390 4333.
- 19.3. Our registered office is UKCaravans4Hire Limited 3rd Floor 1 Ashley Road, Altrincham, Cheshire, England, WA14 2DT.
- 19.4. Our registered company number is 7061010.
- 19.5. Our VAT registration number is GB 204979488.

20. HOLIDAY ACCOMMODATION PROVIDER

- 20.1. You can contact the Holiday Accommodation Provider (or Their Agent, where applicable – see paragraph 1.3.1.3 above) for your Booking using their contact details available within your guest account on the Website (and within your Booking Confirmation). We may replace this with an online communications tool in the future, but we'll let you know on our Website if we do.