



## Elterwater Independent Hostel Ltd Sole Use/Whole Hostel Booking Terms & Conditions

Thank you for choosing to book with Elterwater Independent Hostel Ltd (referred to in this document as Elterwater Hostel, The Company, the Hostel, we or us).

When you make a booking you are entering an agreement with us. Please read and accept our terms and conditions of booking below.

### Bookings

Sole use/whole hostel bookings should be made directly with the hostel. Such bookings will be subject to acceptance by us and will be confirmed by email. The contract between us will only be formed when we send you this confirmation. All bookings are subject to availability and the confirmation that a maximum of 38 people will use the hostel. We reserve the right to decline any booking at our discretion.

A booking cannot be amended or resold without prior written consent of the Hostel Manager, or other appointed representative of the Hostel. Doing so without permission may lead to cancellation of the booking and forfeit of moneys paid.

By making a booking you confirm that you are legally capable of entering into a binding contract and that the information you provide is correct. All bookings, however made, are subject to these terms and conditions and the person placing the booking (the group leader) confirms that he/she has the full authority to do so on behalf of all the persons they are making a booking for and confirms that all such persons are aware of and accept these conditions.

### Pricing

The price quoted includes accommodation and taxes only and all extras such as breakfasts, packed lunches etc. are optional and charged additionally, unless offered as part of a special offer or otherwise confirmed in writing.

Bedding is provided, however guests are asked to make/unmake their own beds at the beginning/end of their stay. Under no circumstances should guests bring pillows, duvets, blankets or sleeping bags into the hostel. Towels are not provided but are available for hire at the cost £2 per towel.

### Payment

Payments shall be made in such format as we may agree with you when you make a booking. However in order to keep our costs to a minimum, payment by debit card or bank transfer is strongly encouraged.

A sole use provisional booking can be made direct with the hostel and held without payment for a maximum of 7 days. A non-refundable 10% deposit (minimum £100) is required within 7 days to confirm a booking and formal confirmation will be sent upon receipt. If the booking is not confirmed within the 7 days the reservation will lapse. Full payment is due 2 months prior to your stay.

### Changes to Bookings

If, less than six months before your arrival date, you wish to change a Group Booking, such a change shall be at the discretion of our Manager and may be subject to additional charges. All changes shall be subject to the availability of a suitable alternative.

If it is necessary for us to change your booking, in total or in part, we will inform you as soon as reasonably possible. You will have the choice of accepting the changed arrangements, or cancelling your booking and receiving a full refund of all payments made.

### Cancellation / Refund Policy

You may cancel or amend your booking at any time subject to our refund policy below.

All refunds are calculated according to the time between notification of the cancellation being received and the time of the first night of your stay. The first night of your stay is defined as starting at 5 pm.

Please email ([bookings@elterwaterhostel.co.uk](mailto:bookings@elterwaterhostel.co.uk)) or call us (015394 37245) to cancel your booking. If you chose to email to cancel, the cancellation is not deemed to have been received until a confirmation/acknowledgement email has been sent.

Notice Given	Cancellation of the whole Booking
Over 2 months' notice	Loss of Deposit
Between 1 and 2 months	Refund of 50% of accommodation and full refund on food
Less than 1 month notice	No refund on accommodation and full refund on food until 7 days prior to visit after which there is no refund.

## **Our Liability**

Should we fail to perform our part of the Contract, we will not be liable to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission.

Our entire liability in connection with the Contract will not exceed the value of the Booking made.

## **Our Responsibilities**

Elterwater Independent Hostel Ltd will ensure that the accommodation and/or other services offered will be delivered responsibly, with reasonable care and in accordance with these terms and conditions.

We maintain appropriate Health & Safety and Food Hygiene policies and also undertake regular Risk Assessments which are available on request.

We have five millions pounds of public liability insurance, however our general insurance policy does not cover guests' possessions and we cannot be held liable for damage or loss of any such items.

## **Group Leader Responsibilities**

### **The person who made the booking is considered the group leader unless agreed separately in writing.**

Group Leaders accompanying the Group are responsible for the discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group. If any Group is given sole use of the Hostel it shall not offer for sale to the general public or publicly advertise the sale of facilities or services without the prior written agreement of Elterwater Independent Hostel Ltd.

In the eyes of the Hostel, unless stated otherwise, the Group Leader is the person who made the booking. This person must provide contact details and act as the designated contact between the group and the Hostel. The Group Leader must be able to confirm the number of people staying at the hostel on any given night and provide full contact details of all individuals within the Group if requested to do so by the Hostel.

The Group Leader is responsible for informing all group members of fire precautions and that all passageways are to be kept clear and fire doors not obstructed or left open.

The Group Leader is responsible for ensuring that the outside perimeter doors are locked at night and when the hostel is unoccupied and that the kitchen appliances are switched off properly when not in use.

The Group Leader is responsible for advising the Manager of any equipment or power failure and to notify him of any damage or breakages.

## **Behaviour**

We regret that our hostel is not suitable for Hen/Stag parties or for those who wish to party into the night and we respectfully suggest if your group falls into these categories that you stay at a more appropriate venue.

If your behaviour or the behaviour of any member(s) of your group/ is deemed to be unacceptable or causes damage, your booking may be terminated and you may be asked to leave the premises. No whole or part refunds will be made under these circumstances. Any damage or breakages costs will be for your account.

Pets are not allowed in the premises, except guide dogs unless by prior written agreement with the manager.

Smoking is not permitted anywhere inside the premises.

As a licenced premises, a bar is available during our main season (1st March to 31<sup>st</sup> October) and guests are requested not to bring their own alcohol. During the winter months (November to February) we are also able to supply beer and wine on request and by arrangement with the Manager beforehand but Sole Use occupants may bring and consume their own alcohol on the premises. However if an evening meal is being provided by the hostel we reserve the right to charge a corkage fee of up to £5 per bottle consumed at the table.

Any damage caused, beyond reasonable wear and tear, will be chargeable to you and added to your bill at the end of your booking. The final decision on such matters lies with the Manager.

## Written communication

When using our website you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. By using this website you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## Governing Law

The contract is subject to English law and the jurisdiction of the English Courts.

## Severability

In the event that any provision or part of the contract is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire contract, will be inoperative.

## Changing these Terms and Conditions

We reserve the right to revise and amend these terms and conditions from time to time and without prior notice. You will be subject to the terms and conditions in force at the time that you make a booking, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your booking or purchase has been successful.

## Your Information

We collect only the minimal personal information required by law and to manage our booking system, take payment, to provide a high level of customer service and to collect valuable feedback about how satisfied you were with the services provided. (If you do not wish to receive a request for your feedback please let us know in writing or by emailing us at [manager@elterwaterhostel.co.uk](mailto:manager@elterwaterhostel.co.uk)). The information typically includes the name, address, email and telephone number of guests. The legal basis for collecting such information or processing data is 'performance of contract' and 'legitimate interest'. No financial information such as credit card details is retained.

Elterwater Hostel uses booking software, currently Freetobook.com, in order to store and manage booking information. In this context we are 'joint data controllers' for the processing of your personal data.

Please see Freetobook's privacy statement <https://www.freetobook.com/diary/profile/privacy>

Personal data is used when Elterwater Hostel needs to contact you. The information is stored for up to 5 years so that we may comply with legal obligations required for all accommodation providers and to give good customer service and a warm welcome to our returning guests. You can request a copy of the data we hold on you at any time. If you wish to raise a complaint please make this in writing to the Hostel Manager at [manager@elterwaterhostel.co.uk](mailto:manager@elterwaterhostel.co.uk).

We will seek your consent before using any of your personal information for marketing purposes.

In the event that you are asked to leave because of unacceptable behaviour, you fail to pay for service rendered or if you are otherwise deemed unsuitable, your personal details may be shared with all members of Independent Hostels UK.

## ID Required

We reserve the right to ask Group Leaders to identify themselves and any member of their group at check in. For non UK residents we are required by law to confirm guests identity using a current passport or European National Identity Card.

We reserve the right to refuse accommodation at our discretion and without refund.

Acceptable forms of ID to include passport, identity card, and approved photo ID cards, driving licence, or credit cards that match the name on the booking