



## Elterwater Independent Hostel Ltd

### Individual 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

These Terms and Conditions are applicable to **individuals and groups of eight guests or less**, booking via our website, by telephone or in person. For whole hostel and larger group bookings please see separate Terms and Conditions. We reserve the right to decline any booking, including those made online, 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. Government guidance requires us to record the name, telephone number and arrival/departure details of the lead guest and to share them with NHS Track and Trace if requested to do so. This information will only be used to help stop the spread of the coronavirus and is encouraged. Please advise if you require us not to comply with any such request.

#### Pricing

The price quoted includes accommodation, cooked breakfast and taxes only and all extras such as packed lunches and evening meals 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 their own beds at the beginning of their stay and to strip and bag all linen before departure. 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

Valid bank card details are required to secure a booking. Payment will be taken on arrival visit. Acceptable forms of payment include Mastercard, Visa Credit and Debit cards. Cash is strongly discouraged.

#### Changes to Bookings/Cancellation

Unless booked as a 'non-refundable' offer, if a booking is cancelled less than 5 days before arrival then a charge equal to the first night of the stay will be made. If a booking is cancelled less than 2 days before arrival, then a charge equal to the full booking amount will be made and in the event of a no show or booking reduction (after arrival date) the full cost of the booking is charged. These charges will be applied to the card used to secure the booking unless agreed separately. However, if you are ill or need to cancel for genuine coronavirus reasons outside our normal cancellation times you may cancel the booking without charge. We recommend that guests take out suitable holiday insurance.

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.

#### 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): Covid related incident at the hostel or among our staff, 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 and in accordance with Government Covid guidance.

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.

## **Leader Responsibilities**

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

Leaders accompanying a Group of individuals are responsible for the discipline and behaviour of their Group. Leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group.

In the eyes of the Hostel, unless stated otherwise, the 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 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.

## **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.

Social Distancing measures are in place and all guests are expected to follow the guidance and be respectful to other visitors in this regard.

If your behaviour or the behaviour of any member(s) of your group/ is deemed to be unacceptable or causes damage, or does not conform to government guidance regarding social distancing, 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 with prior notice.

Smoking is not permitted anywhere inside the premises.

As a licenced premises, we will be pleased to supply beer and wine and you are asked not to bring or consume your own alcohol.

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. Arrival and departure times required for NHS Track and Trace will only be held for 21 days. 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).