

Booking Terms and Conditions

1. These terms

What these terms cover. These are the terms and conditions on which we supply our accommodation and booking services.

Why you should read them. Please read these terms carefully before you make a booking with us. These terms tell you who we are, how we will provide our accommodation and booking services, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

2. Information about us and how to contact us

Who we are. We are a sole trader business operated by Matthew Oddy, trading as Earby Hostel in England and Wales. Our address is Earby Hostel, 13 Birch Hall Ln, Earby, Barnoldswick BB18 6JX.

How to contact us. You can contact us by telephoning us at Tel: 01282842349 or Mob: 07791903454 or by writing to us at matt@earbyhostel.co.uk or by post to Earby Hostel, 13 Birch Hall Ln, Earby, Barnoldswick BB18 6JX.

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Making a booking and our contract with you

3.1 **How we will accept your booking.** Our acceptance of your booking will take place when we or Freetobook.com (whichever occurs first) email you to accept it, at which point a contract will come into existence between you and us. All bookings are subject to accommodation availability.

3.2 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you for the booking. This might be because the accommodation required is unavailable, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the accommodation.

3.3 **Arrival and departure.** On the day of arrival, the hostel is available for check-in at 2:00pm. On the day of your booked departure, you are required to vacate by 11:00am. Later check out times may be possible by prior arrangement with us (at our sole discretion). However, if such prior arrangement is not in place and you check out later than 11:00am you may be charged an additional night's stay at the standard applicable rate.

3.4 **Booking meals.** Meals can be pre-booked by contacting us at matt@earbyhostel.co.uk at least 48 hours prior to your scheduled arrival time. Guests will be informed of meal times on arrival. The current prices for meals are as follows:

- Evening meal - £7.50
- Cooked breakfast - £5.00
- Continental breakfast - £3.50

Payment must be made in full on arrival. We reserve the right to make changes to the above meal prices from time to time. When booking meals, you must inform us in writing of any dietary requirements or food allergies. We will use reasonable endeavours to accommodate such requirements however where this is not possible, we will inform you of the same. Additional charges may apply for special dietary requirements and such costs will be notified to you. If you have paid for meals and we subsequently become aware of food allergies which present a risk, whether for the guests in your booking or otherwise, we reserve the right to cancel all meals booked and will issue a refund to you.

If you have any questions, concerns or would like more information in relation to food allergies or dietary requirements, please contact us.

3.5 **Children.** Children under the age of 16 must be accompanied by a parent or legal guardian and full use of the room must be booked. If the hostel is booked exclusively by a party made up of multiple families, it is the families' sole responsibility to decide how the room occupancy will be split.

4. **Rights to make changes**

4.1 If you wish to make a change to the booking you have made, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead.

4.2 Bookings can only be amended or changed by the guest to whom the booking relates and whose details are held by us.

5. **Providing the booking services**

5.1 **When we will provide the services.** We will also tell you during the booking process when and how you can end the contract.

5.2 **We are not responsible for delays outside our control.** If your booking is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for minor delays to your stay caused by the event, but if there is a risk of a substantial delay of 2 hours or more, you may contact us to end the contract and receive a refund for the relevant booking.

5.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the booking services to you, for example, food allergy and dietary requirements. If so, this will have been stated in the description of the services on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will

not be responsible for not supplying any part of the booking services if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6. Your rights to end the contract

6.1 You can always end your contract with us. Your rights when you end the contract will depend on whether there is anything wrong with the booking, how we have provided the booking, when you decide to end the contract:

(a) **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 6.2;

(b) **In all other cases see** clause 6.3.

6.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for the relevant booking. The reasons are:

(a) we have told you about an upcoming material change to the booking or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the booking you have made and you do not wish to proceed;

(c) it is likely that your check-in time may be significantly delayed because of events outside our control; or

(d) you have a legal right to end the contract because of something we have done wrong.

6.3 Ending the contract where we are not at fault. Even if we are not at fault (see clause 6.1), you can still end the contract before it is completed, but you may have to pay us the balance of the booking depending on when you cancel your booking with us. Please see clause 6.4 (cancellation) below.

6.4 Cancellation. If you cancel your booking with us, or if you fail to arrive by your agreed arrival time, you will forfeit your deposit and your booking and any subsequent nights booked shall be cancelled. If you are running late in getting to us please give us a call and we will use reasonable endeavours to amend your booking, subject to availability.

7. Price and payment

7.1 Where to find the price for the booking. The price of the booking will be the price indicated when you book accommodation on our website or via a third-party booking platform such as [freetobook.com](https://www.freetobook.com). We take all reasonable care to ensure that the price of the booking advised to you is correct. However, please see clause 7.2 for what happens if we discover an error in the price of the booking you make.

7.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of our rooms may be incorrectly priced. We will normally check prices before accepting your booking so that, where the room's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the room's

correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

7.3 **When you must pay and how you must pay.** We accept payment via the Stripe payment platform and from Visa, Mastercard and American Express. You must make an advance non-refundable payment at the time of booking in the amount of 50% of the price of the accommodation. The full balance of the booking is due at the time of arrival.

7.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8. **Our responsibility for loss or damage suffered by you**

8.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

8.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

9. **How we may use your personal information**

We will only use your personal information as set out in our privacy policy which can be found on our website at www.earbyhostel.co.uk.

10. **Other important terms**

10.1 **Stag or hen parties.** Given that the hostel is located in a residential area, we are unable to accept bookings for stag or hen parties. We reserve the right to cancel any booking made for such purpose at our sole discretion without liability to you. Our cancellation provisions set out in clause 6.4 will apply to any cancellations made in accordance with this clause 10.1.

10.2 **Your responsibility and behaviour.** Guests should conduct themselves in a reasonable and responsible manner at all times. If your behaviour, or the behaviour of any member of your party is considered likely to cause damage, offence, danger or cause a nuisance to other guests we reserve the right at our sole discretion to cancel your stay and you will not be entitled to a refund for any amounts paid by you in connection with your booking.

10.3 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to cancel

your booking within 7 days of us telling you about it and we will refund you any payments you have made in advance for bookings which have not yet taken place.

- 10.4 **Fire evacuation.** There is no warden on site at the hostel. Our fire evacuation policy will be explained to you on arrival for check-in and you will be required to confirm your understanding of our policy in writing.
- 10.5 **Log burners.** Log burners are located in the hostel. Children should not be permitted near the log burner and protective fireguards available at the accommodation should be used at all times whenever children are present. Guests should act appropriately when using the log burner including (but not limited to) using extra caution and wearing the fire gloves provided when adding to the fire or touching any part of the log burner to prevent injury. We do not accept any liability for any injury or damage caused by use of the log burner (save as set out in clause 8.2 above).
- 10.6 **Lockers.** Lockers are available free of charge to guests to use for the storage of personal belongings. Use of the lockers is subject to availability. In the unlikely event of theft or third-party damage to your personal belongings, we exclude our liability for all direct, indirect and consequential losses.
- 10.7 **Wifi.** Wifi is available for use by guests. Standards that apply to the use of our wi-fi are set out in our acceptable use policy which can be found on our website at www.earbyhostel.co.uk.
- 10.8 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.
- 10.9 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these 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.
- 10.10 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not make a payment and we do not chase you, but we provide the accommodation, we can still require you to make the payment at a later date.
- 10.11 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.
- 10.12 **Complaints.** If you have a problem with your booking or the accommodation provided, please contact us by telephone on 01282842349 or 07791903454 or by email at matt@earbyhostel.co.uk.