

PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A RESERVATION REQUEST WITH US (WHETHER BY EMAIL, TELEPHONE OR POST), THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.

LAST UPDATED 14 FEBRUARY 2025

1 Welcome

1.1 Welcome to www.the1402.com (the **Site**) which is owned and operated by THE 1402 Collection Limited (“we”, “our” or “us”, as applicable). Please see further the Contact us section below for our company and contact details.

1.2 These terms and conditions (**Booking Conditions**) apply to any reservation you make with us for holiday properties featured on the Site (each a **Booking**), whether by telephone, email or via the Site or otherwise, and the accommodation rental services you receive from owners of those properties under your contract with them. Please note that additional terms and conditions apply to the use of and access to the Site by you. Please see our Terms of Use for details of those additional terms.

1.3 Please read these Booking Conditions and our Terms of Use together with their related policies carefully before you access or use the Site, or make Bookings, as these terms and conditions will apply when doing so. We recommend that you print or save a copy of these Booking Conditions and the Terms of Use for your reference. By making any Booking with us, you confirm that you accept these terms and conditions and agree to comply with them.

1.4 We provide the Site so that you can reserve accommodation in holiday cottages and other properties featured on the Site (each a **Property** and together **Properties**). We provide a service via the Site that allows you to make Bookings at each Property (**Booking Services**), however the accommodation that you book is provided by the relevant owner of each Property (**Owner**). We act as booking agent, or sub-agent, for Owners and consequently, the contract for the provision of the Property and related services (**Rental Services**) is solely between you and the relevant Owner, not us. Please see further the Our Role section below.

1.5 To make these Booking Conditions easier to read, we use a number of definitions. We refer to:

Rental Contract as the legally binding contract between you and the Owner for the Rental Services;
Rental Charges as the Deposit and the Rental Balance payable by you under the Rental Contract that we collect from you in relation to the Booking;

Deposit as the initial instalment of the Rental Charges quoted during the Booking process and payable by you when making a Booking;

Rental Balance as the balance of the Rental Charge payable by you after payment of the Deposit;

Stay Period as the dates for which you reserve a Property;

Booking Details as details specific to your Booking including the Property, Stay Period and any restrictions notified to you during the Booking process;

Booking Fee as the amount that we charge in respect of the Booking Services;

Guests as persons including yourself and any other persons that are booked to stay at the Property during the Stay Period under your Booking;

Business Days as 9am to 5pm on any day (other than a Saturday or Sunday or public holiday) when banks in London are open for business.

1.6 We have a number of related policies referred to in these Booking Conditions, including our Privacy Policy and Cookie Policy. They all form part of our contract with you so please take the time to read them.

1.7 Every time you wish to use the Booking Services, please check these Booking Conditions to ensure you understand the terms and conditions which will apply at that time. Your attention is drawn in particular to the sections headed Our liability and Owners' liability.

1.8 If you have any queries or concerns regarding these Booking Conditions, please contact us using the details set out in the Contact Us section below.

2 Privacy Policy and Cookie Policy

2.1 We take your privacy very seriously. Please read our Privacy Policy to see how we use your personal information, including the information you submit about yourself when making a Booking. By submitting your personal information to us, you agree to our use of that information in the ways described in our Privacy Policy, including sharing your information with Owners for the purposes of their provision of the Rental Services.

2.2 Like many online services we use a feature called a 'cookie', which is a small data file that is sent to your browser from a web server and stored on your device's hard drive. References in these Terms to 'cookies' also include other means of automatically accessing or storing information on your device. By agreeing to these Booking Conditions, you are providing your consent for us to use cookies in the ways described in our Cookie Policy, however, you may delete any of these cookies at any time if you wish. Please see our Cookie Policy for detailed information on the types of cookies we use on the Site, the purposes for which we use each cookie, how you can disable and enable the use of certain cookies and the consequences of doing so.

2.3 We may record telephone calls between us for monitoring and training purposes. In the event of a dispute between us, we reserve the right to review any recorded calls between us.

3 Our role

3.1 We act as agent or sub-agent for the Owner by arranging Bookings and taking payment from you for the Properties that appear on the Site. We do not own any of the Properties, but as part of our role as agent or sub-agent we reserve the right to refuse any Bookings in accordance with these Booking Conditions.

3.2 Once we have accepted a Booking in the way described in the Making a Booking section below, a legally binding Rental Contract will be formed between you and the Owner under which the Owner will make the Property available to you and provide the Rental Services for the Stay Period. Just to be clear, we will not be a party to the Rental Contract.

3.3 The following will all form part of the Rental Contract between you and the Owner:

3.3.1 your Booking Details;

3.3.2 these Booking Conditions (but taking account of fact we are not party to Rental Contract);
and

3.3.3 any other special or additional conditions that we draw to your attention during the booking process.

3.4 As our obligations to you are limited to those in connection with the Booking Services, we accept no liability for any defects or unavailability of the Property or any other problems with your holiday. Your rights under these Booking Conditions and the Rental Contract are against the Owner. Please see further the Our liability section.

4 Your use of the Booking Services

4.1 Our Booking Services are available to you for your personal, non-commercial use only. You may not offer for resale any Booking Services or Rental Services for any Properties that appear on the Site without our express written permission.

5 Property and Rental Services Descriptions

5.1 We make all reasonable efforts to ensure that the descriptions (including Rental Charges and availability) relating to the Properties and Rental Services on the Site are accurate and complete. These descriptions include, but are not limited to, details of the Property and Rental Services including photos, the availability period of the Property for rental, the Rental Charges and any additional charges, the facilities available at the Property, maximum occupancy numbers, any accreditations, awards or descriptions of quality relating to the Property including star ratings. If we discover a mistake or error relating to this information we will correct this promptly on the Site and will contact you if that information relates to a Booking that you have already made using the Site.

5.2 The Property and Rental Services descriptions do not constitute advice or recommendation given by us. We do not independently verify accreditations, awards or star or other quality ratings and such ratings are only indicative of what level of quality you can expect from a particular Property. We will not be liable for inaccuracies or errors in this information or the accommodation information as this information is supplied to us by Owners.

5.3 Rental Charges shown in the search listings on the Site are per Property (and not per person). It is your responsibility to check the total price before completing the Booking process.

5.4 We do not accept responsibility or liability for any changes or closures to amenities or attractions mentioned in the Property or Rental Services descriptions on the Site.

6 Making a Booking

Eligibility

6.1 To be eligible to make a Booking and enter into a Rental Contract you must:

6.1.1 be 18 years of age or over and have the legal capacity to enter into legally binding agreements;

6.1.2 register with us on the Site (in advance or when Booking) or by telephone or email by providing your real name, phone number, email address and other requested information; and

6.1.3 possess a valid payment method such as a valid debit or credit card or any other digital option as stated on the payment page.

Booking methods

6.2 You may make a Booking directly using the Site or by contacting us by telephone or by email using the details in the Contact us section.

6.3 If you provide your Booking details to us by email, we may send to you a link to the Site so that you can make a Booking and pay us online.

The contract between you and us and between you and Owners

6.4 By making a Booking with us you are making an offer to:

6.4.1 receive our Booking Service and make payment to us (at the relevant time) in respect of the Rental Services;

6.4.2 enter into a Rental Contract with the applicable Owner in relation to the Property you have selected; and

6.4.3 pay us all amounts due in respect of the Booking Fee, Deposit and Rental Charges.

6.5 (Subject always to paragraph 6.5.5 below) The following steps have to take place before a contract is made between us for the provision of the Booking Services and between you and the applicable Owner for the provision of Rental Services under a Rental Contract:

6.5.1 you submit your Booking to us on the Site by submitting your Booking Details and your payment details for processing. Before submitting your Booking on the Site, you must review your Booking, the Booking Conditions and the Booking Details for your chosen Property. For telephone bookings it is your responsibility to review the details of your Booking and the Booking Conditions. We will then request your payment details and we will process your payment in respect of your Booking;

6.5.2 you will receive an on-screen acknowledgement of your Booking and a receipt for your payment by email at the address you provided. For telephone bookings we will orally confirm your booking reference and will send you a receipt for your payment by email at the address you provided;

6.5.3 we check the availability of the Property and obtain Owner's consent to let the Property to you relating to your Booking and, provided we have successfully processed your payment, we will send you an email confirming your Booking and other details relating to your Booking (**Booking Confirmation**);

6.5.4 we receive: (a) your offer to receive our Booking Services; (b) your agreement to pay us all sums due (at the relevant time) in respect of the Rental Charges (including the Deposit) and the Booking Fee; (c) acting on the applicable Owner's behalf as its agent or sub-agent, your offer to enter into the Rental Contract;

6.5.5 your offer is deemed to have been accepted by us and the Owner once all steps in paragraphs 6.5. to 6.5.4 above have been completed and we are in receipt of payment from you in respect of the Booking Fee and the Deposit (or if booked less than 2 months before the Stay Period the Rental Balance) at which point a contract will be made between us for the Booking Services and with the Owner for the provision of the Rental Services under the Rental Contract.

7 Fees, charges and payment

7.1 The fees and charges will be as quoted on the Site from time to time and, unless otherwise stated, are quoted in pounds sterling. We use our best efforts to ensure that these are correct at the time when the relevant information was entered onto our systems. However, it is always possible that,

despite our best efforts, some of the fees and charges on the Site may be incorrectly priced. We will normally check these prices as part of our confirmation procedures so that:

7.1.1 where the actual Rental Charges or other fees are less than those quoted on the Site at the time you made your Booking, we will charge the lower amount when confirming the Booking to you; and

7.1.2 where the actual Rental Charges or other fees are higher than those quoted on the Site at the time you made your Booking, we 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 Property at the correct (higher) price or cancelling your Booking. We will not process your Booking until we have your instructions. If we are unable to contact you using the contact details you provided during the Booking process, we will treat the Booking as cancelled and notify you in writing.

7.2 Subject to paragraph 7.3 below, the fees and charges may change from time to time, but changes will not affect any Booking which we have confirmed with a Booking Confirmation (unless you agree).

7.3 Notwithstanding paragraph 7.2 above, all Rental Charges, Booking Fee and all other fees and charges quoted on the Site include VAT, where applicable. Other taxes and charges are not included. Should the Booking, the Booking Fee, the Rental Services or the Rental Charges become subject to tax or charges, including tourist tax or visitor tax, we will contact you as soon as possible to inform you that there will be a further charge and we will give you the option of continuing to book the Property at the higher price or cancelling your Booking. If you decide to cancel the Booking we will refund you within 14 days any Rental Charges you may have paid but for the avoidance of doubt the Booking Fee will not be refunded. Nothing in this paragraph affects or reduces your legal rights as a consumer. Please see further paragraph 19.1 regarding where to obtain advice regarding your legal rights.

7.4 Before submitting your Booking online, you will be presented with details of the total Rental Charges and the Booking Fee payable for your Booking together with details of the following amounts payable to us at the time of your Booking:

7.4.1 the Booking Fee (which is non-refundable once your Booking is confirmed);

7.4.2 the Deposit and, if the Rental Balance would normally fall due for that Booking has already passed, the Rental Balance too; and

7.4.3 any additional fees and charges quoted during the Booking process when you make your Booking (for example heating supplements, pet charges)

7.5 If you are paying a Deposit rather than the entire Rental Charge when making your Booking, you will also be presented with the date by which you will need to make payment to us for the Rental Balance. Please note, we may (but are not obliged to) contact you to remind you of the due date for the payment of the Rental Balance.

7.6 We currently accept various forms of payment including via credit and debit card. Please contact us by telephone using the number in the Contact us section below.

7.7 We take the payments due at the time of Booking from your chosen payment method once you have entered your payment details and have clicked the 'Confirm Card Details' button, subject to payment authorisation.

7.8 If the Rental Balance or any other additional payments are due after you make your Booking, then:

7.8.1 if you authorised us to take payment for these amounts from your chosen payment method when you made your Booking, we will automatically take payment from you using your original payment method. If there has been a change to the Rental Charges in accordance with these Booking Conditions and additional amounts are payable, we will contact you before taking payment; or

7.8.2 if you did not authorise us to take payment from your chosen payment method for these amounts when you made your Booking, you will need to make these payments by contacting us by telephone using the number in the Contact us section below.

7.9 Pricing by the Owner is regularly reviewed. The Owner reserves the right to increase or discount prices as required to optimise bookings. If a promotion or offer is advertised after the date that you have confirmed your booking then the price payable by you is as shown on your Booking Details. You will not be able to take advantage of offers placed on similar dates, after your booking has been confirmed for your specific date. Occasionally rates will increase between the time you are quoted or given availability and making the Booking by paying the Booking Deposit. It is completely at the Owner's discretion to honour any quoted rate and may depend on time lapsed between enquiry and paying the Booking Deposit.

8 Payment interest and damage deposit

8.1 All payments shall be made by you in Pounds Sterling and neither we nor the Owner shall be responsible for any currency conversion or payment costs you may incur.

8.2 If you do not make any payment to us by the due date we and/or Owners may charge interest to you on the overdue amount at the rate of four percent (4%) a year above the base lending rate of the Bank of England 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.

8.3 An Owner may request a damage deposit to be paid in respect of their Property. If so this is payable by you and should be paid no later than 2 months before the Stay Period. Such payment must be made by you within 7 days from the date of the written request from us. Should this not be paid by you we reserve the right to terminate this contract by notice in writing and without further liability to you.

8.4 The amount of the damage deposit to be paid by you is set by the Owner and is shown on the Site for the Property and also within the Booking Details.

8.5 We and/or Owner is entitled to use the damage deposit in the following circumstances:

8.5.1 Should you or any Guest damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required;

8.5.2 Should you or any Guest be in breach of any of these Booking Conditions;

8.5.3 Should the Owner be required to remedy any damage caused to the Property during the Stay Period;

8.5.4 To charge for additional guests which have not been approved by either us or the Owner. Such charge will be made at the rate in force by the Owner at the time of the Stay Period; or

8.5.6 To deduct such charges and make such payments to the Owner or third party contractors (with notice of such payment being provided to you in writing first) should the evidence provided by the

Owner of the damage or other issue at the Property, which has been caused by you, result in the Owner having to take reasonable action to correct such damage or other matter.

8.6 If there a damage deposit was paid we will contact you within 7 Business Days after the end of the Stay Period to advise you whether the full amount of the damage deposit will be refunded to you or whether the Owner intends to make a claim for any damage against the damage deposit.

8.7 Should a claim be made by the Owner against the damage deposit, details of such claim will be provided to you within 14 days of the expiry of the Stay Period. Any disputes or queries with respect to the claim must be received from you within 14 days of the claim notification from us.

8.8 Should the damage deposit provide an insufficient remedy, the Owner shall have the right to recover any sum from you so as to make up any shortfall.

8.9 We will assist in the negotiation of damage claims between owner and guest, however, if we are unable to reach a resolution we will ask the guest and Owner to communicate directly on the matter to find a way forward. In these cases the damage deposit will be held by us until the outcome is advised to us by both parties.

8.10 Any interest on the damage deposit sum can be retained by us.

8.11 In the event that you or any member of your party causes severe damage to the Property which results in the Owner having to cancel subsequent bookings and/or pay compensation to any person due to the Property being left in an uninhabitable state by you, or which reduces the services offered to subsequent guests, you hereby indemnify the Owner in full for any loss incurred by them which the damage deposit does not cover.

9 Your right to cancel or transfer a Booking

9.1 Please check all the details in your Booking Confirmation promptly after receiving the confirmation and notify us as soon as possible if you think we have made any mistakes or errors with your Booking.

9.2 Please contact us directly using the contact details in the Contact Us section if you would like to amend your Booking. Neither we nor the Owner are under any obligation to honour a request to amend a Booking but if an Owner agrees to amend the Booking, additional charges including additional Rental Charges and/or an administration fee may also be payable to cover our costs of making the amendment. This does not affect your legal rights.

9.3 Subject to paragraph 7.3, after you receive your Booking Confirmation the booking can only be changed or cancelled with our written agreement.

9.4 If you wish to cancel the Booking you must notify us in writing (the **Cancellation Notice**). The date of the cancellation will be date we receive the Cancellation Notice.

9.5 A Booking can only be cancelled prior to the date the Rental Balance is due.

9.6 In the event a cancellation is made the Deposit and the Booking Fee are non-refundable.

9.7 You may not transfer your Rental Contract to another person. If you do not stay at the Property during the Stay Period but your Guests do, you will still be legally responsible for all your obligations under the Rental Contract and these Booking Conditions and your Guests' compliance with them. Please see further paragraph 12.4.

10 Cancellations of your Booking by us and Owners

10.1 We may cancel your Booking on an Owner's, or their agent's, behalf if:

10.1.1 we become aware of any health and safety or quality-related issue with the applicable Rental Services or Property or its immediate surroundings (for example contamination to the Property's water supply);

10.1.2 we find that a Booking has been made for hen or stag parties or from groups of people under the age of 18 or if we find that there is a booking from a group of 3 or more single people under the age of 25 or all male or all female parties of more than 4 people;

10.1.3 our agency agreement with the relevant Owner or Owner's agent terminates or the Owner or Owner's agent is in breach of the terms of such agency agreement;

10.1.4 you are in breach of any obligations under these Booking Conditions;

10.1.5 you have not made a payment due to us or an Owner at the due time in accordance with these Booking Conditions.

10.2 We or an Owner, or their agent, may cancel your Booking due to circumstances or events outside our reasonable control. Please see further paragraph 20.

10.3 If we or an Owner, or their agent, cancel a Booking in accordance with this paragraph 10, we may (but are not obliged to):

10.3.1 with your consent, arrange alternative accommodation for you and your Guests of an equivalent type and standard in a similar location. We will not be liable for any costs associated with arranging alternative accommodation and such alternative may be subject to the payment of additional charges by you if the Rental Charges for the alternative are higher than those under the cancelled Booking; and/or

10.3.2 obtain a refund from the relevant Owner of any amounts paid by you to that Owner in relation to the cancelled Booking but for the avoidance of doubt the Booking Fee will not be refundable.

11 Booking restrictions

11.1 The maximum Stay Period for any Booking is generally 28 consecutive days, subject to availability. However, certain Properties may have a shorter maximum Stay Period.

11.2 If a Property requires a minimum Stay Period or has a maximum Stay Period shorter than 28 days, this will be clearly stated on the relevant Property description page on the Site.

11.3 It is our policy not to accept bookings for hen or stag parties or from groups of people under the age of 18 and we reserve the right to refuse such bookings.

11.4 We also reserve the right to refuse a booking from a group of 3 or more single people under the age of 25 or all male or all female parties of more than 4 people.

11.5 You and your Guests have the right to occupy the Property for a holiday only (within the meaning of Schedule 1, paragraph 9 of the Housing Act 1988). The letting does not confer a short hold tenancy or give rise to a relationship of Landlord and Tenant.

12 Your responsibilities

12.1 You must make sure that all the information you provide to us in connection with your Booking is true, accurate, current and complete. If any of your details change (e.g. email address, postal address), you must promptly update your details.

12.2 You accept financial responsibility for all transactions made under your name or account.

12.3 You promise to us and to each Owner that during the Stay Period:

12.3.1 the number of people and pets (if pets are permitted) occupying the Property will not exceed the number stated on in your Booking Confirmation;

12.3.2 the Property will be used solely for the purpose of a holiday by you and your Guests;

12.3.3 you will (and ensure that your Guests will) show all due consideration and respect for any Owners and their representatives and neighbours or other persons or parties that have a connection with the Property. This includes refraining from abusing your stewardship of the Property or dangerous, offensive, violent or anti-social behaviour towards such persons or parties;

12.3.4 you will (and ensure that your Guests will) use the Property and Rental Services lawfully, will not abuse 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 Owner in connection with the Property or Rental Services;

12.3.5 you will allow the Owner or Owner's representative to access the Property at any reasonable time during the Stay Period provided the Owner provides reasonable advance notice (except in emergencies);

12.3.6 you will keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the Stay Period and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found. The Owner (or us acting on their behalf) may make an additional, reasonable charge for professional cleaning or other remediation work after you and your Guests' occupancy as may be required to return the Property to its original state of cleanliness and tidiness;

12.3.7 you will report as soon as possible to the Owner (or their representative) any breakages or damage caused by you or your Guests during the Stay Period. Without affecting any other remedies that the Owner has under the Rental Contract, you promise to fully reimburse the Owner for the cost of replacement or repair for such breakages or damage. We may collect such payments on the Owner's behalf;

12.3.8 you will comply with the Property arrival times on the arrival day and vacation times on the day of departure as are notified to you unless agreed otherwise with the Owner;

12.3.9 you will not allow any person other than you and your Guests to use the facilities and amenities of the Property without the express permission of the Owner;

12.3.10 you will notify all Guests before the Stay Period starts of your and their obligations under this paragraph 12.3; and

12.3.11 you will ensure that you and your Guests comply with all house rules that an Owner of a specific Property may set out for that Property detailed to you either in a hard copy manual at the Property or on the Site or given to you when making a Booking.

12.4 You will be responsible for all Guests staying at the Property and the things they do (and do not do) even if you do not stay there yourself during the Stay Period. For the avoidance of doubt, if you let anyone else into the Property, in breach of the terms of this agreement, you will be responsible for anything they do (and do not do).

12.5 It is your responsibility to ensure you, your Guests and any pets (if permitted) have the relevant travel and health documents and requirements needed for visiting the country in which a Property 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.

12.6 In the event that you or any Guest fails to comply with the requirements set out above in paragraph 12.3, the Owner (or their representative) can refuse to allow you and your Guests to enter and stay at the Property or can require you and your Guests to leave the Property before the end of the Stay Period. In either case, you will be treated as having broken the terms of Rental Contract and the provision set out in the Owners' right to end a Rental Contract section will apply.

13 Owners' responsibilities

13.1 The Owner will:

13.1.1 perform the Rental Services using reasonable care and skill;

13.1.2 as soon as possible, notify you in writing of any changes to the description of the Property and/or Rental Services relating to your Booking which would make our descriptions of the Property inaccurate, incomplete or misleading;

13.1.3 ensure that the Property is vacant and that you and your Guests have exclusive access to the Property and Rental Services for the full period of the Stay Period;

13.1.4 ensure that suitable arrangements are in place for you to collect and return the keys/access cards for the Property;

13.1.5 not make any use of the Property (including conducting any viewings of the Property) during the Stay Period;

13.1.6 show all due consideration and respect to you and your Guests including refraining from any dangerous, offensive, violent or anti-social behaviour towards you and your Guests;

13.1.7 ensure that the Owner, the Property and the Rental Services comply with all applicable laws and regulations during the Stay Period;

13.1.8 comply with the terms of the Rental Contract and act in good faith at all times;

13.1.9 respond to queries, complaints and problems which arise during or after the Stay Period and use its best efforts to resolve them; and

13.1.10 if VAT forms part of the Deposit and Rental Balance, provide you with a VAT invoice at your written request.

14 Pets

14.1 Pets (including registered assistance dogs) are only allowed at Properties where this is expressly stated in the applicable Property description. If you take a pet to a Property that does not allow them, or exceed the stated number/size/type of pet(s), the Owner (or their representative) has the right to:

14.1.1 refuse to allow you and your Guests to enter or stay in the Property; or

14.1.2 ask you and your Guests to leave the Property before the end of the Stay Period.

14.2 If the Owner exercises their rights under paragraph 14.1, the Owner may end the Rental Contract in accordance with the Owners' right to end a Rental Contract section.

14.3 You will be liable for all damage caused by your and your Guests' pets. If you are allowed a pet/pets in the Property, you should remove all traces (inside and outside) from the Property of pet occupation before you and your Guests' vacate the Property. The Owner may make an additional, reasonable charge for professional cleaning or other remediation work after you and your Guests' occupancy due to any pets that have stayed at the Property. You must not allow pets on beds or on furniture within the Property and pets must not be left alone in the Property at any time. If you break the terms of this paragraph 14.3, the Owner (or their representative 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 Property before the end of the Stay Period. In such case, you will be treated as having broken the terms of Rental Contract and the provision set out in the Owners' right to end a Rental Contract section will apply.

14.4 If you have an allergy to pets, please be aware that we and the Owner cannot guarantee that a pet has not stayed in a particular Property recently. We and the Owner cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a Property.

15 Insurance

15.1 You are strongly advised to take out adequate travel insurance prior to departing for your holiday. It is your responsibility to check that your insurance cover is adequate.

16 Promises the Owner makes to you about the Property and Rental Services

16.1 The Owner promises to you that:

16.1.1 it has the right to provide the Rental Services and enter into the Rental Contract with you;

16.1.2 the Owner will maintain Owner's public liability insurance;

16.1.3 the Property and the Owner will comply with all applicable laws and regulations, in particular, relating to fire, health, safety and planning and data protection; and

16.1.4 the Property is properly maintained, clean, tidy and in good repair at the start of the Stay Period.

17 Our liability

17.1 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; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Booking Services including the right to receive services supplied with reasonable skill and care.

17.2 To the fullest extent permissible under applicable law, we disclaim any and all other promises, warranties, conditions, or representations relating to the Booking Services, whether express, implied, oral or written. In particular, we do not make any promises about:

17.2.1 the availability of the Booking Services or the Site or that they will be provided uninterrupted or error or virus-free;

17.2.2 errors or inaccuracies in any documentation supplied by Owners or their representatives, including any documentation that appears on the Site; or

17.2.3 the quality, suitability or performance of the Rental Services, the Property or the Owner. You understand that we may not have conducted any checks on Owners or their Properties and the inclusion or offering for sale of Rental Services does not constitute an express or implied endorsement or recommendation by us of such services. We do not guarantee the accuracy of, and disclaim liability for any inaccuracies relating to the Rental Services offered for sale through us. We shall not be liable for any damages arising as a result of any inaccurate information or errors on the Site which relate to information about Property or Rental Services. We shall not be liable to you for any losses in the event of Owners overbooking, cancelling bookings in full or in part or due to circumstances or events beyond our or their control.

17.3 We do not authorise anyone to make any promises on our behalf.

17.4 We will not be responsible or liable:

17.4.1 for Owners' performance of their obligations under any Rental Contracts with you or any actions and/or omissions by them (or their nominated representatives) in relation to the Property or Rental Services that you book using the Booking Service; or

17.4.2 for any losses related to any business of yours including but not limited to lost data, profits, revenue, business, opportunity, goodwill, reputation or business interruption.

17.5 You acknowledge that personal belongings and vehicles (together with their contents) belonging to you and your Guests are left at the Property entirely at your and their own risk. We accept no liability to you for any loss, damage or injury to you or your Guests, or your or their personal property, except to the extent such loss, damage or injury is caused by our negligence.

17.6 If either we or you fail to comply with these Booking Conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Booking Conditions. Losses are foreseeable where they were contemplated by you and us at the time we accept a Booking made by you.

18 Owners' liability

18.1 Owners do not exclude or limit in any way their liability to you where it would be unlawful to do so. This includes where mandated by applicable law liability for death or personal injury caused by their negligence or the negligence of their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Rental Services including the right to receive the Rental Services supplied with reasonable skill and care.

18.2 If either you or an Owner fail to comply with the terms of the Rental Contract, including these Booking Conditions, neither you nor the Owner shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with those terms. Losses are foreseeable where they were contemplated by you and the Owner at the time we accept a Booking made by you.

19 Your rights as a consumer

19.1 We and Owners are under a legal duty to supply services that are in conformity with our respective contracts with you. You have certain legal rights as a consumer under the law and nothing in these Booking Conditions affects such legal rights. So far as concerns the UK, advice about your legal rights in relation to the services we and Owners provide may be 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. Other sources of information and advice may be available.

20 Owners' right to end a Rental Contract

20.1 An Owner may immediately terminate their Rental Contract with you if:

20.1.1 you and your Guests do not comply with the obligations set out in paragraph 12;

20.1.2 you do not comply with the applicable rules on pets in accordance with paragraph 14;

20.1.3 circumstances or events outside the Owner's reasonable control prevent or are likely to prevent you and your Guests from staying at the Property for the Stay Period (or any part of it) or the Owner from complying with any other of its obligations under the Rental Contract.

21 Consequences of the Rental Contract ending

21.1 If the Rental Contract ends during the Stay Period, you must:

21.2.1 leave the Property together with all Guests as soon as possible;

21.2.2 notify the Owner (or their representative) and us that you and your Guests have left the Property and the reasons for doing so; and

21.2.3 return the keys/access cards to the location instructed by the Owner.

21.3 Nothing in this paragraph 21 affects or reduces your legal rights as a consumer. Please see further paragraph 19.1 regarding where to obtain advice regarding your legal rights.

22 Complaints

22.1 If you have any complaint about the Booking Services, Rental Services or the Property please contact us by telephone. If you are still staying at the Property and wish to make a complaint about a Property or Rental Service, you should in the first instance contact the relevant Owner (or their representative) as soon as possible but please also contact us so we know the situation. We encourage all Owners to take complaints from holidaymakers seriously and to do their best to resolve them, where possible.

22.2 If you still wish to make any complaint and/or are dissatisfied with the Owner's response to any direct complaint, please contact us as soon as possible (and in any event within 7 days of the end of the Stay Period for the relevant Booking) with full details of your complaint and the Owner's response (if any).

22.3 We will use our reasonable endeavours to liaise with an Owner to attempt to resolve your unresolved complaints but for avoidance of doubt we are not your agent.

22.4 Nothing in this Complaints section will affect your legal rights or any right you may have to bring legal proceedings against an Owner under a Rental Contract.

23 Other important terms

23.1 Written Communications. You agree to receive communications from us and Owners electronically and that electronic communications will satisfy any legal requirement for communications to be in writing.

23.2 Language. These Booking Conditions may be presented to you in more than one language. However, the English language version of these Booking Conditions shall prevail. Any contracts made under these Booking Conditions will be concluded in English.

23.3 Our reliance on these Booking Conditions. We and each Owner intend to rely on these written Booking Conditions and any document expressly referred to in them in relation to the subject matter of any contract made under them. We and you and each Owner will be legally bound by these Booking Conditions.

23.4 References to 'including' and other similar expressions. In these Booking Conditions, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as', "similar" or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

23.5 We may transfer this contract to someone else. We and each Owner may transfer our rights and obligations under these Booking Conditions to another organisation. We or the Owner will contact you to let you know if this is planned.

23.6 Events or circumstances beyond our or an Owner's reasonable control. If we or an Owner is prevented or delayed from complying with any obligations under these Booking Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our or an Owner's reasonable control, the inability or delay in performing those obligations will not be treated as a breach of the terms of these Booking Conditions. Examples of such events or circumstances include fire, flood, weather events and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war.

23.7 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under a contract made under these Booking Conditions to another person if we or an Owner (as applicable) agree to this in writing.

23.8 Nobody else has any rights under these Booking Conditions or the Rental Contract. Each contract for the provision of the Booking Services is between you and us. Each Rental Contract is between you and the relevant Owner. No other person shall have any rights to enforce any of the terms of each respective contract. The party to a contract made under these Booking Conditions will not need to get the agreement of any person not party to the contract in order to end that contract or make any changes to these Booking Conditions.

23.9 If a court finds part of these Booking Conditions or any contract to which they apply illegal, the rest will continue in force. Each of the paragraphs of these Booking Conditions 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.

23.10 Even if we or an Owner delays enforcing a contract made under these Booking Conditions, we or the Owner (as applicable) can still enforce it later. If we or an Owner do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we or an Owner delay in taking steps against you in respect of you breaking a contract made under them, that will not mean that you do not have to do those things and it will not prevent us or an Owner (as applicable)

taking steps against you at a later date. For example, if you miss a payment and an Owner does not chase you but continues to provide the Rental Services, they can still require you to make the payment at a later date.

23.11 Which laws apply to these Booking Conditions and any contract and where you may bring legal proceedings. These Booking Conditions and any contracts made under them are governed by English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim in the event that proceedings are issued.

24 Changes to these Booking Conditions

24.1 We may make changes to these Booking Conditions at any time by sending you an email with the modified Booking Conditions or by posting a copy of them on the Site. Any changes will take immediate effect from the date of our email or the date on which we post the modified terms on the Site, whichever is the earlier.

24.2 No representative, agent or sales person has the authority to vary, amend or waive any of these Booking Conditions. No amendment, variation or waiver of any of these Booking Conditions will be valid or have any effect unless accepted by us in writing.

25 Contact us

25.1 The Site is owned by THE 1402 Collection Limited, a company incorporated in England. The registered office address is Suite 204, Warner House, 123 Castle Street, Salisbury, Wiltshire, United Kingdom SP1 3TB. The correspondence address for any communication in relation to this agreement is by email to info@the1402.com and the telephone number for contact is 0044 7797 892395.