

The Kettlewell Hostel Booking terms and conditions

1 General

Glossary

1.1 These are the terms and conditions that apply to the Contract (as defined below).

1.2 Please read these terms carefully before you submit your Order to us. These terms tell you who we are, how we will provide our goods and services to you, 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 to discuss.

1.3 The following definitions apply to these terms:

- "Booking" means a booking to stay at The Kettlewell Hostel or any other facility made available to book, and includes accommodation, meals and any additional product or service (including those provided by a third party) purchased from us.
- "Contract" means the agreement between you and us (made subject to these terms) to fulfil a Booking or purchase a Product.
- "Data Protection Legislation" all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- "Exclusive Hire" refers to Hostels hired for exclusive use via thekettlewellhostel.co.uk website or direct with The Kettlewell Hostel

- “Extra Services” mean such things as early check in, late check out, or meals etc. where available, ordered at the time of placing an Order.
- "Group" means an organised, official group formed with a constitution and/or memorandum and articles and as explained in further detail in clause 5 of these terms.
- "Hostel" means The Kettlewell Hostel
- “Member” means a customer who holds a YHA (Youth Hostelling Association of England and Wales) or HI (Hostelling International) membership in accordance with their membership terms and conditions.
- "No-Show" means a guest who does not arrive at the Hostel (but has made a Booking) and does not give any advance notice or indication of such intent to us.
- “Order” means your order for a Booking and/or Product, using the website or by calling us on 01756 760232 or visiting the hostel and placing an order at the hostel directly.
- “Product” means the products offered for sale by us from time to time, including, without limitation, food, drink or books.
- “Room Supplement” means an additional charge for specific room requests.
- “Sole Use” refers to the sole-use/exclusive use of the Hostel.
- “Third Party Services” refers to services not provided by us such as corporate training organisers etc.
- "We, us, our, The Kettlewell Hostel" means: The Kettlewell Hostel Ltd, trading as The Kettlewell Hostel, trading offices at Whernside House, Kettlewell, BD235QU
- "Writing" means letter or email.
- “You, your” means any customer who places an Order with us for a Booking and/or Product.

“One Calendar month” is defined as, 12.00 lunchtime on the same date of the month prior to the date of the commencement of your booking. For example: where a booking has an arrival date of 5th June, 1 calendar month before is calculated as 12.00 pm (12.00 lunchtime) on 5th May of the same year.

1.4 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.5 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of placing an Order or as soon as is reasonably possible thereafter.

2. Our contract with you

2.1 All Orders for a Booking at a Hostel and/or a Product must be placed via our website at thekettlewellhostel.co.uk using the freetobook platform, by email or by telephoning us in 01756 760232

2.2 Our acceptance of your Order will take place when we email you to accept it (Booking Confirmation), at which point a Contract will come into existence between you and us. All prices advertised will be inclusive of VAT.

2.3 If you place multiple Orders (e.g. for Bookings on various dates), the Contract will only come into force for the part of the Order which is confirmed as successful by us in the Booking Confirmation.

2.4 Please note all Bookings are subject to availability and:

2.4.1 we reserve the right to decline an Order for any Booking or a Product at our sole discretion. If we are unable to accept your Order (for whatever reason) we will inform you of this and will not charge you for the Booking or Product ordered. This might be because the Product is out of stock, there is not availability at the Hostel for the requested Booking, because of unexpected limits on our resources which we could not reasonably plan for and/or because we have identified an error in the price or the description of the Product or Booking.

2.4.2 the provision of a Booking Confirmation does not guarantee that you will be provided with a room on the date you have requested. In some circumstances, we may be unable to honour this and where this is the case, we will, upon providing you with at least 2 months' notice (prior to the date on which you are intending to attend a Hostel) contact you to amend the Order. We will try our best to offer you another room, either at the same Hostel or an

alternative Hostel and where you refuse to take up this request, we will cancel your Order and provide you with a refund of any sums you have paid in advance for that Order.

2.5 Where we provide you with a Booking Confirmation, it is your responsibility to check the Booking Confirmation and confirm all details stated within it are correct. If you do not receive a Booking Confirmation it is your responsibility to notify us of this, to enable us to check and where relevant, issue (or re-send) the Booking Confirmation.

2.6 If you believe that there is an error in the Booking Confirmation, you must notify us within 48 hours of receiving it, or prior to the date of your arrival at the Hostel (whichever is the earlier). Failure to notify us in accordance with the provisions of this clause 2.6, shall mean the terms set out in the Booking Confirmation are binding on both you and us.

2.7 Orders can only be discussed and amended by you (being the person that has placed the Order with us) and whose details we hold on record, unless consent has been given to discuss with another named person.

2.8 By placing an Order with us you confirm that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Orders made by telephone, online or other forms of distance communication are made subject to these terms and conditions and by submitting an Order you warrant that you have the full authority to do so on behalf of all and any persons on whose behalf you are submitting the Order. You further confirm that all such persons are aware of and accept these conditions.

2.9 The maximum length of stay at The Kettlewell Hostel is 14 consecutive nights. Following any stay of 14 nights, or greater, you (and any of your guests that you have made a Booking for) will not be permitted to stay in the Hostel for at least 7 nights. We are not authorised to, and therefore we do not, provide semi-permanent housing. We cannot be used as a primary place of residence.

2.10 If you have placed an Order for a Booking that includes meals, we shall endeavour to meet your dietary requirements, whether arising from a medical requirement, religious commitment or as a matter of personal preference. However, you must provide us with

at least two weeks' notice (in advance of your stay) of any such dietary requirements. We recommend that you discuss meal options at the time of placing your Order as it may not always be possible to accommodate late dietary requests.

2.11 We reserve the right to pass any additional costs incurred for specialist meal provisions to you, however we will (where possible) mitigate these costs.

3. YHA & HI Members

You do not need to be a YHA Member to stay at our Hostel, however by becoming a YHA Member, you will be eligible for the discounted rates when placing an Order for Bookings directly with us. You can join YHA before booking by calling us on 01756 760232

3.1 We currently offer a 10% discount to current members of YHA or HI affiliated organisations

3.2 For groups where there is at least one person who is under 26 years old (U26) we offer a 5% discount

3.3 Where a group is eligible for both the 5% U26 and 10% YHA discounts the 5% U26 discount will be calculated first and then the 10%

4. Valid ID Required and children

4.1 To ensure we provide safe and suitable accommodation for everyone, children under the age of 16 must be accompanied by a person who is 18 years or older. Children at the age of 12 and over can stay in public dormitories if accompanied by an adult, who they checked into the Hostel with. Children under the age of 12 are not permitted to stay in public dormitory accommodation and should be booked into a private room. Children who are ages 16 or over may stay in any accommodation. Groups of guests of mixed genders, who wish to stay in the same room, must book private accommodation.

4.2 We work hard to create a safe and welcoming atmosphere for all of our guests. To assist with this, you will be asked to provide valid

ID on arrival at the Hostel. The ID must match the name and address on the Booking. We reserve the right to ask for ID from any guest on check in. We reserve the right to refuse accommodation at our discretion.

4.3 4.3 Where a Booking is for more than 1 person the named person on the Booking will need to provide proof of identify that matches the name and address on the Booking. ID will also be requested from all those age 16 and over in the Booking, which must match the name they sign in with.

4.4 Any of the following is accepted by The Kettlewell Hostel as an appropriate form of ID (Please note that YHA membership card is not accepted as valid ID).

- Current Passport – This is Mandatory for non-UK residents, unless they have a recognised or national identity card if the guest is from within the European Union.
- Image of a current passport showing the issuing authority and clear picture of the person, this can be held in the form of a smart phone image or photocopy.
- Valid, photographic, driver's licence, although this must not have expired.
- Government issued identification with details (names, DOB, expiry date) entered centrally by the issuing department, this includes identification for employees of:
 - -Fire
 - -Police
 - -Forces
 - -NHS
 - -Local Authorities
- Identification card for EEA nationals, where it features a photograph
- Photographic student identity card, from a UK educational facility with a current admissions date
- Travelcard with photograph, where card has not expired
- YOTI digital identification through smart phones:
www.yoti.com [1]
- UK citizen card www.citizencard.com [1]

[1]These are low costs cards that provide young people with a quick form of centrally issued identification. These are available to people of all ages and therefore gives access to our premises for those who want it. We cannot accept applications as evidence of identity, they must present the actual card.

5 Payment and discount

5.1 We offer a 5% discount on Bookings that include at least one person under the age of 26. This only applies where the Booking is made directly with us. We reserve the right to see proof of age at the point of check-in to verify entitlement to the discount. If no one under the age of 26 is part of the group at check-in, the price prior to the 5% discount being applied must be paid.

5.2 Payments shall be made in such format as we agree with you when you place an Order.

5.3 In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:

5.4 We currently offer a 10% discount to current members of YHA or HI affiliated organisations

5.5 For groups where there is at least one person who is under 26 years old (U26) we offer a 5% discount

5.6 Where a group is eligible for both the 5% U26 and 10% YHA discounts the U26 discount will be calculated first then the 10%

Family and Individual Bookings

5.3.1 For Orders made direct with The Kettlewell Hostel, website or at a Hostel, full payment is required at the time of placing the Order.

Group Bookings

5.3.2 Group Bookings made more than one month in advance of arrival date:

A provisional Booking can be held for a week without payment, this can be extended by arrangement. To confirm a Booking an initial deposit of 25% of the total Booking value is required. Your first deposit payment will confirm acceptance of the group booking

terms and conditions stated in this document. The remaining full balance is due no later than one calendar month before arrival at the Hostel.

5.3.3 We will require you to confirm final group numbers no later than one calendar month prior to arrival at the Hostel.

5.4 We will, where applicable, send you an invoice for all payments at least two weeks (14 days) before the payment due date, based on the latest guest numbers provided. If payment is overdue at any stage, after attempting to contact you, we may cancel your Order for the relevant Booking.

5.5 If the arrival date is to be less than one month from the booking date, full payment must be made at time of booking.

5.5 If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may, after attempting to contact you, cancel your Order for the relevant Booking

5.6 Room Supplements: We will provide rooms appropriate to accommodate your group given available information, however, if you wish to book specific room types, we will offer you the closest matching room option and there may be an additional charge for the rooms.

5.7 Any lost room key will incur a £5 replacement charge.

6. Group Bookings

6.1 Groups are defined as being an organised official group having a constitution or memorandum and articles and comprising of 16 or more people. These 'Groups' are subject to the standard group terms and conditions set out above. If a Group of less than 16 people book via telephone or email or on thekettlewellhostel.co.uk, they will be subject to non-Group Family and Individual terms and conditions (set out above) and will have to make full payment at the time of placing the Order for the Booking.

6.2 Group Bookings must have a nominated group leader, who is responsible for making and overseeing the Booking, including financial and legal responsibility.

6.3 Group leaders accompanying the Group are responsible for the safeguarding, 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.

6.4 The Kettlewell Hostel does not allow adults from educational establishments and youth groups to share bedrooms with children under the age of 18. The exception to this is where a child's health or wellbeing would prevent them from staying with us otherwise, for example carers. We will require confirmation in writing that the parent or guardian of the child have provided written consent naming the adult they permit to share with the child or young person.

6.5 Groups shall not offer for sale to the general public (or publicly advertise the sale of) our Hostel facilities or services without our prior written agreement.

6.6 Sole use of the Hostel may be offered by us but will be subject to explicit agreement at the time of placing your Order. Unless specifically highlighted in the Booking Confirmation, you will not be entitled to, nor should you expect sole-use of the Hostel. In the case of placing an Order for the Booking of the Hostel on a sole-usage basis, you will be required to pay the agreed fee for sole use and these conditions will be agreed and confirmed prior to issuing you with a Booking Confirmation.

6.7 An Order for a Booking relating to the sole use of a property shall only be accepted on the understanding that the total number in your party shall not exceed the total number of beds available at the Hostel. You must seek special permission from us in writing before making a Booking for sole use, if you wish to hold any kind of event where the number of guests exceeds the bed capacity and/or you wish to bring any additional equipment or temporary accommodation to the Hostel (including additional cooking equipment, tents, marque, gazebos or similar). We reserve the right to terminate the hire immediately should this take place without our prior written consent.

7. If you change your Booking:

Individual Bookings

7.1 If you need to move a booking, please in the first instance email kettlewell@yha.org.uk. We may, where availability permits, be able to simply move your booking in our diary without further charge. Depending on the nature of the change (weekends are more expensive than weekdays for example) there may be an additional cost.

If you need to reduce your booking, the change would be treated as a cancellation and re-booking, see clause 8, below.

8. If you cancel your Booking - our refund policy

8.1 All Booking cancellations are subject to our refund policy, contained within this clause. We recommend that you cover your Booking with appropriate travel insurance.

8.2 All refunds are calculated according to the time between notification of the cancellation being received by us and the time of the first night of your stay at the Hostel. The first night of your stay is defined as starting at 12pm (12 noon) on the day of arrival at the Hostel.

8.3 Family and Individual bookings – to cancel your Booking, in the first instance, please email kettlewell@yha.org.uk or phone us on 01756 760232

8.3.1 Family and Individual Bookings.

Please note that you cannot cancel part of a Room or Booking. If you wish to do this, you must cancel the whole Booking and re-book. Such cancellations will be subject to our refund policy below.

Cancellation of the whole booking:

24 hours or more notice (before 12pm/12noon on the day prior to booking), we will refund 90% of the total Booking.

Less than 24 hours' notice (after 12pm/12noon on the day prior to the night's stay) We will refund 90% of the cost of any nights where more than 24 hours' notice of cancellation is given.

No Show- No Refund

8.4 Group Bookings: To make an amendment and/or a cancellation of a Group Booking, the party leader must notify the applicable Hostel in writing.

Our cancellation charges depend on the notice period given and are shown below:

Over 1 calendar Month notice prior to the booking date: no charge, we will refund all deposits paid.

Under 1 calendar month we will not refund the deposit or any balance paid.

9. Your Responsibility, Behaviour and Liability

9.1 We pride ourselves on creating friendly welcoming and above all safe places for people of all ages to enjoy. Any breaches of our admission, behaviour or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

9.2 Whether a Group booking or a booking made by or on behalf of individuals, if the behaviour of yourself or any member of a party is considered likely to cause danger, damage or offence, we reserve the right at our reasonable discretion to cancel or terminate a stay at the Hostel completely. If any member of our staff considers that the behaviour of any member of your party is unacceptable, they are authorised to end the stay and you will be asked to leave our premises. If you are a YHA Member, your membership may be suspended and your membership card retained pending further enquiry. Should this situation arise our responsibility for your Booking will cease and we will not be obliged to cover any expense which may be incurred by the party concerned, neither will we consider any claim for compensation or refunds.

9.3 You are responsible for the cost of any damage caused by yourself or your party during your stay at the Hostel; these charges will be levied by and should be paid to us prior to departure. Should any such behaviour halt or interrupt our ability to continue to trade any bed, room or other product, you will be responsible for

compensating us in full for all losses directly incurred. Such behaviour or damage may lead to civil or criminal proceedings where appropriate. Furthermore by these terms and conditions you agree that we may at our discretion take a £200 pre authorisation on your credit or debit card as a security bond towards damage caused by you or your group to our property during your stay (for the avoidance of doubt such bond will only be claimed in the event of damage as referred to above).

9.4 Party Leader responsibilities: As a group leader making a group Booking you are also accepting responsibility for the safeguarding and behaviour of your party. There should be at least one responsible adult on duty at all times, this is in order to ensure all participants behave according to our policy.

9.5 Whether a Group booking or a booking made by or on behalf of individuals, you must ensure you are aware of and are up to date with the current Government guidance on gatherings. In making a booking with us, you are agreeing to adhere to the relevant Government guidance that will apply at the time of your stay. Please bear in mind that the guidance may be different in England and Wales.

9.6 Alcohol: Guests are not allowed to bring any alcoholic beverages to our Hostel. This restriction is not applicable to our Exclusive Hire scheme where the entire property is hired.

9.7 Under licensing laws: Please ensure that your group are aware of and do not break any licensing laws whilst they are here. We are responsible for the behaviour of guests on our premises. In the event of rowdy, unsafe or drunken behaviour in our licensed premises, or where one guest supplies another with alcohol brought on to the premises, we as the licensees could be deemed to be liable. This is the case even if we did not supply the alcohol.

9.8 Should an incident occur which contravenes the law resulting in guests becoming drunk or causing nuisance to others, then we may be liable to prosecution for allowing the incident to take place. We

may also be liable where alcohol is supplied by a guest to an individual under 18, in which case both us and the guest may be liable to prosecution.

11. Exclusive Hire

If you wish to make an Exclusive Hire Booking or require further information on Exclusive Hire, please see the Exclusive Hire terms and conditions.

12. Dogs

We do not allow dogs into The Kettlewell Hostel at any time with the exception of registered assistance dogs.

13. If we change your Booking

13.1 In the unlikely event it becomes necessary to change your Booking, in total or in part, we will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of:

- Accepting the changed arrangements
- Purchasing another Booking from The Kettlewell Hostel subject to availability (and paying or receiving a refund in respect of any differences)
- Cancelling your Booking and receiving a full refund of all payments made
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14. Delay or Failure to Perform

14.1 We will not be liable to you if we are prevented or delayed in the performing of any of our obligations 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; failure by you to give us a correct delivery address or notify us of any change of address.

14.2 The Kettlewell Hostel is in an idyllically remote, beautiful part of England. During periods of extreme weather we will endeavour to remain open and to keep you informed of the latest conditions. We recommend you check with us before commencing your journey. If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

15. Our liability to you

15.1 We will ensure that the accommodation and /or other services you order from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.

15.2 Where an element of your Booking is not provided to the standard stated in clause 16.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and where necessary agree an appropriate level of compensation; depending on the nature and severity of the breach; compensation may take the form of partial / full refund, credit note towards a future booking, complementary service or other agreed benefit.

15.3 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us; or any business or trade losses.

15.4 Our entire liability in connection with the Contract will not exceed the value of the Products purchased or the Booking made less any amendment charges paid to us.

15.5 Except in relation to death or personal injury caused by our negligence our liability remains, at all times, limited to the value of the Products purchased or the Booking made, excluding any amendment charges paid to us.

16. Communication

16.1 When using our website or speaking to us on the telephone you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information or by posting notices on our website. By booking with us 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.

17. Severability

18.1 If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

18 Changing these Terms and Conditions

18.1 We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or purchase Products from us, 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.

29. Your Information and Privacy Statement

For information on how we use, store and process your personal data and your rights under the Data Protection Legislation please view see our privacy policy on our website.

20. Governing Law and Jurisdiction

20.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

20.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

21. Books

The secondhand books around the Hostel are for sale, guests are allowed to borrow them for use whilst they are staying at the Hostel. Care must be made not to damage the books, any damaged books must be paid for. Care is taken to ensure that the books are of good quality, however all secondhand books are sold as seen. Statutory rights apply.