

# Alston Youth Hostel

## Terms and Conditions

We work in partnership with YHA under an Enterprise License Agreement.

YHA (England and Wales) is a registered charity and company limited by guarantee trading as YHA whose registered office is at Trevelyan House, Dimple Road, Matlock, Derbyshire DE4 3YH (registered company number 00282555, registered charity number 306122)

In these terms and conditions 'we' or 'us' refers solely to Alston Youth Hostel.

Bookings via YHA or any other online retailer or third party operator are subject to their own terms and conditions. Please refer to the third party for details of their terms and conditions

### 1. General

#### 1.1 Glossary

"Booking" means a booking for a stay at Alston Youth Hostel and includes accommodation, any meals and any Third Party Services;

"Contract" means the agreement between us and you to fulfil a Booking or purchase a Product;

"Customer" means any customer who makes or is making a Booking with us or purchases a Product from us and references to 'you' and 'your' shall have the same meaning;

"Group" means an organised, official group of 5 or more people formed with a constitution and/or memorandum and articles and as explained in further detail in clause 4.

"No-Show" means a guest who does not arrive and gives no notice or indication of intent

"Product" means a book, souvenir or meals or other product sold by us;

"Third Party Services" means Wi-Fi.

"Writing" means letter, fax or email;

**1.2** 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.

**1.3** Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, despatch 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 making a Booking or purchasing a Product or as soon as is reasonably possible thereafter.

1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

## **2. Making a Booking or purchasing a Product**

2.1 All Bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the Booking has been successful. The Contract between us will only be formed when we send you this confirmation. If you have made multiple orders, the Contract will only relate to the order or part of the order which has been confirmed as successful. All Bookings are subject to availability and we reserve the right to decline any Booking at our discretion.

2.2 A Booking cannot be amended unless agreed between an authorised representative of Alston Youth Hostel and you.

2.3 Bookings to stay at Alston Youth Hostel may be made by telephoning the hostel direct, emailing the hostel or using a third party website, such as YHA. Payment details will be used to take full payment for bookings made via third party sites at the time of booking.

2.4 By making a Booking you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings made by telephone, fax or other forms of distance communication are made subject to these terms and conditions and the person placing the Booking warrants 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.

## **3. Payment**

3.1 Payments shall be made in such format as we may agree with you when you place an order.

3.2 In order for us to confirm your Booking you must pay us the appropriate sum, as set out below:

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### **Individual Bookings**

3.2.1 for Bookings made via Alston Youth Hostel, full payment is required when you request a Booking;

### **Group Bookings**

3.2.2 for Group Bookings made more than 6 months in advance a deposit of £1 per person is required as an initial deposit at the time of booking. A further deposit of 25% of the full cost of the Booking is required at least 6 months prior to the date of your arrival. The balance must be paid in full at least 8 weeks before the date of your arrival;

**3.2.3** for Group Bookings less than six months in advance of your arrival date a deposit of 25% of the full cost of the Booking is required at the time of booking. The balance must be paid in full at least 8 weeks before the date of your arrival;

**3.2.4** for Group Bookings 8 weeks or less in advance of the date of your arrival full payment is required at the time of booking.

### **Purchases of Products**

**3.2.5** Individual bookings – for the purchases of all meals full payment is required at the time of booking. For advance group bookings all meals ordered will be paid for at the same percentage rate as the booking of rooms/beds. Meals ordered less than 8 weeks prior to arrival must be paid for in full.

**3.3** If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your Booking and/or we may suspend the supply and/or deliveries of any other services being provided to you by us.

**3.4** Deposits payable under clause 3.2 are non-refundable except in the circumstances set out in clauses 6 and 7.

## **4. Group Bookings**

**4.1** Groups are defined as being an organised official group having a constitution or memorandum and articles and comprising of 5 or more people. If such Groups choose to book through third party websites they will be subject to non-Group terms and conditions and will have to make full payment at the time of booking.

**4.2** People travelling as an informal group with friends or family are not classed as a group and are subject to individual booking terms and conditions.

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

## **5. If you change your Booking**

### **Individual Bookings**

**5.1** Changes requested from the date your Booking is accepted will be treated as cancellations (see clause 6 below).

### **Group Bookings**

**5.2** subject to availability, you may change a Group Booking to a different date, up to 6 months before your arrival date.

**5.3** If, less than 6 months before your arrival date, you wish to change a Group Booking, such a change shall be treated as a cancellation and shall be subject to our standard refund policy (see clause 6.4), subject to the exception in clause 5.4.

**5.4** A Group Booking can vary its numbers once by up to 10% up to 28 days before arrival. Thereafter any additional decreases in Group numbers will be considered a cancellation and will be subject to our refund policy. An increase in numbers will only be allowed, subject to availability and must be paid for in full at the time of variation.

## **6. If you cancel your Booking - our refund policy**

**6.1** All Booking cancellations are subject to our refund policy, contained within this clause.

**6.2** 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. The first night of your stay is defined as starting at 12pm.

**6.3 Individual bookings – please call the hostel to cancel your booking.**

### **Single Youth Hostel Bookings**

Please note that you cannot cancel part of a Booking without cancelling the whole Booking and re-booking. Such cancellations will be subject to our refund policy below.

	<b>Cancellation of the whole Booking</b>
<b>24 hours or more notice</b>	We will refund 90% of the total Booking.
<b>Less than 24 hours notice</b>	We will refund the total Booking less the full cost of the first night's stay including any meals and/or Third Party Services.
<b>No Show</b>	No refund

Single Hostel Promotional Bookings are non-refundable and non-transferable.

**6.4 Group Bookings** Refund policy where less than 56 days' notice is given is set out on the sliding scale below. This is based on the total cost of your stay.

No. of days	<b>Cancellation of the whole Booking</b>
more than 56 days	We will refund 90% of the deposit paid.
55 - 30 days	We will refund 50% of the total cost of your stay
29 - 15 days	We will refund 10% of the total cost of your stay
14 days or less	No refund

**6.5** Promotional offer terms and conditions apply throughout the offer period for stays of one night or more at Alston Youth Hostel. Any promotional reservations are paid in full prior to arrival. No amendments or refunds can be made and offers are non-transferable. Offers are available only subject to accommodation availability. Additional services and products included with any offer will not be transferable or refundable. Advertised rates are inclusive of VAT. This does not affect your rights should we cancel your Booking in which case clause 7 applies.

#### **6.6** Third Party Services

Any Third Party Service purchases will be considered part of your Booking and any cancellations of these Third Party Services will be dealt with in accordance with clause 6.3 or clause 6.4 as appropriate.

#### **6.7** Products

From time to time we may offer additional products for purchase. Products purchased will be exchanged if faulty or a refund offered, if the product is unopened. Your statutory rights are not affected.

#### **6.8** Applying for a refund

Please apply within 30 days of cancellation. You will be sent a refund application form. Please print the form and return it **by post or fax**. Please do not email completed forms back to us.

Applications are usually processed within 14 days of receipt. Please complete all relevant sections of this form. Incomplete forms will not be processed.

For any queries please call (UK) 01434 381509.

## **7. If we change your Booking**

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 or cancelling your Booking and receiving a full refund of all payments made. Room allocation / meal times / menu options are not considered a material change.

## **8. Delay or Failure to Perform**

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.

## **9. Our liability to you**

**9.1** Alston Youth Hostel 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.

**9.2** Where an element of your Booking is not provided to the standard stated in clause 9.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and if we have not delivered the services in accordance with clause 9.1 you shall be entitled to choose between: a full refund of the cost of your order (or, where appropriate, the relevant section of it) less any fees charged for changes requested by you; or a free stay to the equivalent value of the services complained of, where such dates are agreed in Writing by us.

**9.3** 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 business or trade losses.

**9.4** 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.

**9.5** 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.

## **10. Behaviour**

If your behaviour or the behaviour of any member(s) of your Group is deemed to be unacceptable or causes damage, your Booking may be terminated and you may be asked to leave Alston Youth Hostel premises.. No whole or part refunds will be made under these circumstances.

## **11. 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.

## **12. Governing Law and Jurisdiction**

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

## **13. Severability**

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.

## **14. Changing these Terms and Conditions**

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.

## **15. Your Information**

We will only store and use the information you supply to us for the purposes of carrying out our Contract with you.

## **16. Valid ID Required**

We work hard to create a safe and welcoming atmosphere for all of our guests. To assist with this you may be asked to provide valid ID on arrival at the hostel. We reserve the right to ask for ID from any guest on check in. We reserve the right to refuse accommodation at our discretion.

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