

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 a single booking for a group of 10 or more people. 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

Revised 20/02/23

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:

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 more 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;

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

Exclusive Hire of Whole Hostel Group Bookings

3.3 for group bookings where the whole hostel is requested for sole use a 25% non-refundable non-transferable deposit is required on confirmation of booking. The balance must be paid in full at least 8 weeks before the date of your arrival. If the booking is cancelled before the 8 weeks the deposit will not be refunded. Please see the table below at 6.5 for cancellation fees.

Purchases of Products

3.4 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.

3.4.1 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.

3.4.2 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 When booking directly with Alston Youth Hostel groups are defined as comprising of 10 or more people. This may differ from booking via the YHA website

4.2 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). Subject to availability we may be able to move your booking to another date however, if this amended booking date is then cancelled no refund will be due.

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/cancellation fee policy

6.1 All Booking cancellations are subject to our refund policy, contained within this clause. Unless the booking has previously been moved from an earlier date. See 5.1.

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 (12 noon)

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.

| | Cancellation of the whole Booking |
|----------------------------------|--|
| 24 hours or more notice | We will refund 90% of the total Booking. |
| Less than 24 hours notice | We will refund the total Booking less the full cost of the first night's stay including any meals and/or Third Party Services. |
| No Show | 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 | Cancellation of the whole Booking |
|-------------------|---|
| 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 Exclusive Use of Whole Hostel Group Booking – Cancellation Fees

| No. of days | Cancellation of the whole Booking |
|-------------|--|
|-------------|--|

| | |
|-------------------|-----------------------|
| more than 56 days | No refund of deposit. |
| 55 -42 days | 30% of the cost |
| 41-28 days | 60% of the cost |
| 27-15 days | 90% of the cost |
| 14 days or less | Total cost |

6.6 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. This does not affect your rights should we cancel your Booking in which case clause 7 applies.

6.7 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.

6.8 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.

6.9 Applying for a refund

If you made your booking via the YHA website you will need to make the cancellation through the YHA and they will process your refund if your cancellation meets the refund criteria. Please see the YHA confirmation email you received at the time of booking for more details.

If you booked directly with us either via our own website or via telephone please contact the hostel directly on (UK) 01434 381509 and we will process the refund providing the cancellation meets the refund criteria.

If you have paid on a bank credit/debit card the refund can only be made back onto the card used for payment.

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

16.1 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 your chosen 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.

16.2 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 other adults in the booking, which must match the name they sign in with.

16.3 Any of the following is accepted by YHA as an appropriate form of ID:

Valid forms of ID for UK Residents:

- A current UK Passport
- A valid photographic Driver's Licence not older than 10 years old
- Services ID - Fire, Police, Ambulance, NHS or Armed Forces
- A Student Identity Card, from a UK university with a current admissions date
- A valid Bus UK Pass
- A Bank Card when accompanied by another card that has the individuals name embossed on it, or accompanied with a recent utility bill with a matching name and address to the booking.
- Any other UK government approved Photo identification.

Valid forms of ID for Non-UK Residents:

- **A current Passport - this is mandatory for non UK residents, unless they have a recognised National Identity Card if the guest is from within the European Union**