Booking Terms & Conditions

1. General

1.1 Glossary

- 1.1 These are the terms & conditions that apply to the Contract (as defined below). Please note clause 16 on liability in particular.
- 1.2 Please read these terms carefully before you submit your Order to us. These terms tell you who we are, how we or YHA Partners will provide goods and services to you, how the Contract may be changed or ended, 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. Clause 2A applies only to Bookings made with a YHA Partner or purchases of Products from a YHA Partner.
- 1.3 The following definitions apply to these terms:
 - "Booking" means a booking to stay at a 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.
 - "Activity Package" means any holiday booked by you which includes both
 of the following two elements: (i) an overnight stay and (ii) any activity
 package as listed on the YHA website at www.yha.org.uk/group-bookings/packages.
 - "Contract" means:
 - (a) the agreement between you and us (made subject to these terms) to fulfil a Booking with us or purchase a Product from us; or
 - (b) the agreement between you, us and a YHA Partner (made subject to clause 2A and other terms herein) to fulfil a Booking with a YHA Partner or purchase a Product from a YHA Partner.
 - "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 our website at yha.org.uk or contact centre.
- "Extra Services" means early check in, late check out, dog supplement or meal option selected at the time of placing an Order.
- "Group" means an organised, official group formed with a constitution and/or memorandum and articles (to include but not limited to schools, universities, the Scout Association or similar organisations) and as explained in further detail in clause 5 of these terms.
- "Hostel" means a youth Hostel run by us or an independent owner affiliated to us.
- "Leader" means an individual nominated by a Group to travel with and take responsibility for Young People within that particular Group.
- "Meeting Room" refers to a meeting room booked independently or as part of a residential booking at the time of placing an Order.
- "Member" means a customer who holds membership with us in accordance with our membership terms & 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 Booking form available online or by <u>calling us</u> or visiting a hostel and placing an order at the hostel or, contacting a hostel directly.
- "YHA Partner" means an individual, partnership, company or other entity that is: (i) separate from YHA and (ii) operates autonomously and independently from YHA. References to "Partner" in this context are from a general commercial sense and not in the sense of a partner under the Partnership Act 1890 or other partner in law. Clause 2A.2(a) states where the details of the YHA Partner can be found for the applicable Booking.
- "YHA Partner Hostel" means a hostel owned or leased by the applicable YHA Partner on the one hand and managed or operated by the applicable YHA Partner. Clause 2A.2(b) states where the details of the YHA Partner Hostel can be found for the applicable Booking.
- "Product" means the products offered for sale by us from time to time, including, without limitation, attraction tickets and meeting room hire.
- "Room Supplement" means an additional charge for specific room requests.
- "Sole Use" refers to the sole-use of any Hostel, wing, section or grounds of a given YHA property or YHA Partner property.
- "Third Party Services" refers to services not provided by us such as tickets for shows and attractions.
- "We, us, our, YHA" means the YHA (England and Wales), 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).

- "Writing" means letter, email or other document.
- "You, your" means any customer who places an Order with us for a Booking and/or Product.
- "Young Person /People" means an individual aged 26 and under travelling as part of a Group.
- 1.4 These conditions and any matters referred to by us, form the entire understanding between you and us or between you and a YHA Partner (as the case may be) 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 or a YHA Partner may be corrected by us or a YHA Partner 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

- 2.2 Our acceptance of your Order for a Booking with us (or purchase of a Product from us) or our acceptance on behalf of a YHA Partner for a Booking with a YHA Partner (or purchase of a Product from a YHA Partner) 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 (for a Booking with us or purchase of a Product from us) or between you and a YHA Partner (for a Booking with a YHA Partner or purchase of a Product from a YHA Partner).
- 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 or a YHA Partner's 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; and

- 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 or a YHA Partner 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 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 or a YHA Partner) 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 or a YHA Partner 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 summitting 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 any 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 (or any other YHA 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. Unless agreed otherwise in writing, this clause applies across multiple Hostels.
- 2.10 If you have placed an Order for a Booking that includes meals, we or a YHA Partner (as the case may be) 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 or the YHA Partner (as the case may be) reserve the right to pass any additional costs incurred for specialist meal provisions to you, however we or the YHA Partner (as the case may be) will (where possible) mitigate these costs. Any discounts added to pre-booked meals apply only to breakfasts, packed lunches and the supper club menu's where available.

2A. YHA Partners

The following terms of Clause 2A only apply to a Booking for a YHA Partner Hostel and not to Bookings for any other Hostel:

- 2A.1 On our website, we will clearly indicate whether your Booking is made directly with us or with or with a YHA Partner.
- 2A.2 If you book with a YHA Partner:
- (a) the YHA Partner's name, will be shown on our website and in the applicable Booking Confirmation;
- (b) the YHA Partner Hostel will be shown on our website based on the formula: "YHA LOCATION (Partner)"
- (c) your Booking, purchase of a Product and related contractual relationship will be with the YHA Partner (and we will also be a part of that Contract only to the extent expressly relevant under these terms and conditions);
- (d) the YHA Partner will directly provide all accommodation, Products and services (and we will not be responsible for such provision or issues concerning such provision);
- (e) we will act as the agent for and on behalf of the YHA Partner to handle your Booking, receive and manage the payment, apply these terms and conditions and otherwise deal with and process issues concerning your Booking with (or purchase of a Product from) the YHA Partner;
- (f) when we collect payment on behalf of a YHA Partner, we will deduct an agency fee from your payment, and the remaining amount will be transferred to the YHA Partner (it being accepted that the YHA Partner is responsible for all applicable value added tax concerning all payments for the Booking with, or a purchase of a Product from, the YHA Partner with us being responsible for all appliable value added tax on our agency fee only); and
- (g) we are not legally responsible or liable for any breaches, actions, omissions, statements, or other matters by the YHA Partner or any of their representatives (and the YHA Partner is responsible to you for our decisions and actions as an

agent for that YHA Partner, and we will be responsible to the YHA Partner for such decisions and actions).

- 2A.3 Please review the terms of your Contract with the YHA Partner to understand your rights under it.
- 2A.4 If you have any questions, concerns, complaints, disputes, or other issues with the YHA Partner, please contact us first since we act as the agent for the YHA Partner. We will then determine whether to address your matter directly with you or refer it to the YHA Partner to deal with you.
- 2A.5 Any terms that you agree directly with a YHA Partner that that are intended or operate to change, dis-apply, override, suspend or terminate these terms and conditions are not valid or legally binding unless and until expressly approved by us in writing.

3. Members

You do not need to be a Member to stay at any Hostel, however by becoming a Member, you will receive the opportunity to obtain discounted rates when placing an Order for Bookings. To become a Member, please see our membership terms & conditions and follow the process set out within it.

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 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 is requested from all those age 18 and over in the Booking, which must match the name they sign in with. If your Booking is only for those aged 16 & 17 you will be asked to provide ID when you check in.

The exception to the above is with YHA Exclusive Hire Bookings where only the Leader need show ID.

4.4 Any of the following is accepted by YHA or the YHA Partner (as the case may be) as an appropriate form of ID:

The exception to the above is with YHA Exclusive Hire bookings where only the leader booker need show ID

- 4.4 Any of the following is accepted by YHA as an appropriate form of ID:
 - 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.
 - Valid, photographic, driver's licence.
 - Government-issued identification with details (names, date of birth) entered centrally by the issuing department, including identification for employees of:
 - o Fire
 - Police
 - Forces
 - o NHS
 - Local Authorities
 - Identification card for EU Residents, where it features a photograph
 - Photographic student identity card, from a UK educational facility with a current admissions date
 - Travelcard with photograph
 - YHA Staff identity cards
 - YOTI digital identification through smart phones: <u>www.yoti.com</u> [1]
 - UK citizen card www.citizencard.com [1]
 - An image of any of the above items displaying a clear picture of the person, which can be held in the form of a smart phone image or photocopy
- [1] These are low-cost 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 A 5% discount is offered on Bookings that include at least one person under the age of 26. This only applies where the Booking is made directly with us (or through us for a Booking with a YHA Partner), and for Bookings of less than 16 people. 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. As set out in our <u>Privacy Notice</u> we use Stripe to process card payments for Bookings and while we don't retain the full card details on our systems, we have the facility to identify the last card used and to use the same card details to process payment for a Booking. We would only process such payments, using this facility, with your knowledge and permission and only to take the balance of any outstanding payment due for a Booking.
- 5.3 In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:

Family and individual bookings

5.3.1 For Orders made via our contact centre, 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 12 weeks (84 days) in advance of arrival date:

A provisional Booking can be held for up to a maximum of 21 days without payment. To confirm a Booking an initial deposit of 20% 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 8 weeks (56 days) before arrival at the Hostel.

5.3.3 Group Bookings made within 12 weeks (84 days) of arrival date

A provisional Booking can be held for up to a maximum of 7 days without payment. The total Booking value should be paid at least 8 weeks (56 days) before arrival at the Hostel.

- 5.3.4 We will require you to confirm final group numbers no later than 8 weeks (56 days) prior to arrival at the Hostel.
- 5.4 For Groups of Young People, YHA offers one free Leader place for every 10 paying guests when staying on a full board basis only (breakfast, packed lunch and evening meal). The Leader will be booked onto the same accommodation package as the paying guests. This clause 5.4 does not apply to any Groups who are staying with us on any other boarding basis.
- 5.5 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, we reserve the right to remove any free Leader places, discounts or eligibility for exclusive hostel usage or cancel your Order for the relevant Booking.

- 5.6 If any payment under these terms and conditions is overdue, then without prejudice to our or a YHA Partner's other rights and remedies we or a YHA Partner may cancel your Order for the relevant Booking and/or we or a YHA Partner may suspend the supply and/or deliveries of any other services being provided to you by us or a YHA Partner.
- 5.7 Room Supplements: At most of our Hostels we have a number of rooms that are ideally suited for group Bookings. If you wish to book specific room types, we will offer you the closest matching room option but will normally charge an additional Room Supplement.

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 through our contact centre or website, 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 Leaders accompanying the Group are responsible for the safeguarding, discipline and behaviour of their 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 YHA do 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. YHA 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 or a YHA Partner 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 any Hostel, wing, section or grounds of a given property. In the case of placing an Order for the Booking of a Hostel on a sole-usage basis, you may be asked to pay for a minimum number of beds or be charged an additional

supplement. These conditions will be agreed and confirmed prior to issuing you with a Booking Confirmation. Please note, sole-usage will not be guaranteed should the number of paying guests reduce below the agreed minimum number at a later date. If sole use is released, any sole use supplements or surcharges are subject to cancellation fees set out in clause 8.4.

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 - single youth hostel

7.1 Changes requested from the date your Booking is confirmed with payment will be treated as cancellations (see clause 8 below).

Individual bookings - multiple youth hostels

- 7.2 Any individual Hostel may be cancelled without affecting the whole itinerary subject to clause 8.
- 7.3 Changes to numbers of nights, Hostels booked or, the dates of the stay shall be treated as a cancellation and shall be subject to our standard cancellation policy (see clause 8.4), subject to the exception in clause 7.4.
- 7.4 Changes to Numbers: A Group Booking can decrease in total guest overnights by up to 15% up to 8 weeks (56 days) before arrival without incurring a cancellation fee. Thereafter any additional decreases in total guest overnights will be considered a cancellation and the cancellation charges will apply. Cancellation charges will be calculated on total Booking cost including additional services or supplements (see clause 8.4).
- 7.5 Change in board basis: A Group Booking can add or remove elements (e.g. an evening meal or packed lunch) up to 4 weeks (28 days) prior to arrival at the Hostel without penalty. Any changes to a reservation taking place less than 4 weeks (27 days) prior to arrival at the Hostel will result in cancellation charges (see clause 8.4).
- 7.6 Cancellation of Activities: If a Group wish to cancel an Activity Package which has been booked in advance (but want to continue with the accommodation

element of their Booking) cancellation charges will be applicable based on the cost of the activity element of the Booking as follows:

DAYS BEFORE ARRIVAL	CANCELLATION CHARGE PAY
56 days or more	Any deposits already paid or du
55 - 28 days	50% of the total cost of your act
27 - 0 days	100% of the total cost of your ac

8. If you cancel your booking - our refund policy

The following section was changed on 13th December 2023. For bookings made on or after this date, see version 18 of our booking T&Cs.

- 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, please complete the Booking Cancellation Request Form available at https://www.near.number.com/yha.org.uk/manage-my-booking or, if you are due to arrive in the next 48 hours, please call our contact centre or the Hostel directly (their telephone number can be found on the relevant Hostel's webpage).
- 8.3.1 Single youth hostel bookings: Please note that you cannot cancel part of a Booking. If you wish to do this, you must cancel the whole Booking with that Hostel and re-book. Such cancellations will be subject to our refund policy below.

NOTICE PERIOD	CANCELLATION OF THE WHOLE BOO
If you cancel before 12pm/12noon on the day prior to your booking arrival	We will refund 90% of the total Booking,
If you cancel after 12pm/12noon on the day prior to your booking arrival	We will refund 90% of the cost of any nig given including any meals with the exce
No show	No refund

Promotional Bookings - Single Hostel Promotional Bookings made using any promotional code are non-refundable and non-transferable – see clause 8.5.

8.3.2 Multiple youth hostel bookings: Please note that whilst you can cancel your whole Booking with one Hostel from within your multiple Hostel Booking, you cannot cancel part of a Booking with one Hostel. If you wish to do this, you must cancel the whole Booking with that Hostel and re-book.

NOTICE PERIOD	CANCELLATION OF THE WHOLE BOOK
If you cancel before 12pm/12noon on the day prior to your booking arrival	We will refund 90% of the total Booking, w
If you cancel after 12pm/12noon on the day prior to your booking arrival	We will refund 90% of the cost of the stay cancelled hostel including any meals with
No show	No refund

Promotional Bookings: Multiple Hostel Promotional Bookings made using any promotional code are non-refundable and non-transferable – see clause 8.5.

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:

DAYS BEFORE ARRIVAL	CANCELLATION CHARGE I
56 days or more	Any booking deposits alread
55 - 28 days	50% of the total cost of your
27 - 0 days	100% of the total cost of you

Promotional Bookings: Group Promotional Bookings are non-refundable and non-transferable – see clause 8.5.

8.5 Promotional bookings terms & conditions

- 8.5.1 Promotional offers will be subject to specific terms and conditions and where they may conflict with these terms and conditions the terms and conditions of the promotional offer shall apply throughout the offer period. This shall apply for stays of one night or more at any participating Hostel and all reservations shall be paid in full (except for Exclusive Hire Bookings where a 20% deposit will be required), at the time of placing your Order. Any additional Products or services included or purchased as part of a promotional Booking cannot be cancelled. No amendments or refunds can be made and offers are non-transferable. We would recommend that you cover your Booking with appropriate travel insurance.
- 8.5.2 Offers are available at selected locations only and are subject to availability. Advertised rates are inclusive of VAT. This does not affect your rights should we cancel your Booking in which case clause 13 applies.

8.6 Third Party Services

The total cost of any tickets & attractions are payable in advance. Any such purchases will be considered part of your Booking and any cancellations of these Third Party Services will be dealt with in accordance with clause 8.3 or clause 8.4 as appropriate.

8.7 Our Products

- 8.7.1 Books, souvenirs and other Products can only be delivered to United Kingdom addresses, for delivery of Products outside the United Kingdom please <u>call our contact centre</u>. Products can be returned to us in their original condition and packaging within 14 days of the date you received the item for a full refund. Postage for returning such Products will not be refunded unless the item is faulty or damaged.
- 8.7.2 Donations are non-refundable unless an error is made by us during processing.
- 8.7.3 Gift vouchers are non-refundable.
- 8.8 Applying for a refund: please apply within 90 days of cancellation. If you have cancelled with the contact centre then you will not be required to fill out a refund form. Alternatively please complete and submit the <u>refund request form</u>. Please do not email completed forms containing credit or debit card details back to us as any forms received by email are automatically deleted without being processed.
- 8.9 Applications are usually processed within 28 days of receipt. Please complete all relevant sections of this form. Incomplete forms will not be processed.

For any queries please call our contact centre.

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 for a Booking with us (or we, acting for a YHA Partner, reserve the right at our reasonable discretion for a Booking with a YHA Partner) to cancel or terminate a stay at the Hostel completely. If any member of our staff or a YHA Partner's 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 the premises. If you are a 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 or the YHA Partner (as the case may be) will not be obliged to cover any expense which may be incurred by the party concerned, neither will we or the YHA Partner (as the case may be) 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 Leader responsibilities: As a 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 YHA or a YHA Partner 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 When using social spaces within our hostels, yourself and your party are responsible for following any advice or guidance which is set out for guests to follow. This will ensure the safety of yourself, your party and other guests staying in our property along with our team members.
- 9.7 Alcohol: Guests and Members are not allowed to bring any alcoholic beverages to our licensed Hostels. Alcoholic beverages can be brought to our non-licensed Hostels and the restriction is not applicable to our Exclusive Hire scheme where the entire property is hired.
- 9.8 Under licensing laws: We and our staff are responsible for the behaviour of guests on licensed premises. In the event of rowdy, unsafe or drunken behaviour on licensed premises (Hostels), 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 and our staff did not supply the alcohol.
- 9.9 Should an incident occur which contravenes the law resulting in guests becoming drunk or causing nuisance to other guests, 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. Our guests are however free to take their own alcohol into Hostels which do not have a premises licence although we or the YHA Partner (as the case may be) maintain responsibility for the behaviour of guests and therefore expects the same level of conduct as in licensed premises.

10. Camping & Cabins

- 10.1 Arrival and Departure Times: On arrival, please report to the Hostel reception before pitching. For arrival and departure times, please see the individual Hostel information pages. If you wish to arrive outside of these hours, please contact the Hostel directly. Please note that we or the YHA Partner (as the case may be) are unable to allow under 16-year olds to camp at our sites without adult accompaniment.
- 10.2 Noise policy and behaviour: We or the YHA Partner (as the case may be) reserve the right to reject guests who are deemed as causing unnecessary disturbance, noise or behaviour which affects the peaceful enjoyment of the camping and cabins facility by other guests.
- 10.3 Campfires: Open fires and ground level barbecues are not permitted, except as specified on the individual hostel pages. The use of generators is also not permitted on our sites. Cutting or damaging trees and other vegetation is strictly prohibited and we request that all campers respect the natural conditions of, and around, the campsite.
- 10.4 Disposable BBQs and Camping Stoves must not be used inside or near the entrance to tents, pods or cabins due to the risk of Carbon Monoxide
- 10.5 Cancellations: If you wish to cancel your Booking please see the cancellations policy in Clause 8.

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 & conditions.

12. Dogs

For information on whether dogs are permitted to stay at a Hostel and the rules that apply where permission is granted, please see the <u>YHA Dogs Policy</u>.

13. Meeting room bookings

- 13.1 Meeting rooms can be booked independently or as part of a residential Booking. If Booking a meeting room as part of a residential Booking, please pay in accordance with the payment schedule detailed in clause 5. If Booking a meeting room independently, confirm your Booking by sending full payment for the room hire within 14 days from the Booking date (or 48 hours for Bookings made within 14 days). Unconfirmed Bookings will be cancelled without further notice after this time. Payment can be made by credit/debit card and BACS is also accepted.
- 13.2 Any catering requirements should be notified as soon as possible and confirmed and paid for 14 days prior to your visit.

- 13.3 In the event of a cancellation, cancellation charges will apply (see below clause 13.6)
- 13.4 Any lost room key will incur a £5 replacement charge. Damaged equipment will be subject to the appropriate charge.
- 13.5 Projector hire charge is to cover wear and tear to the equipment. Laptop hire is not included in the fee we are unable to provide a laptop, please arrange to bring one. We provide a VGA cable to connect your laptop to the projector, if you require any other type of cable please bring a suitable adaptor. During your event there will only be minimal technical help provided, please arrive early to ensure you have time to set up. We are able to arrange a test session in advance on request, please contact us direct to arrange in good time.
- 13.6 Meeting Room Cancellations: If you have to cancel a meeting room booking, the following refund schedule will apply.

DAYS BEFORE ARRIVAL	CANCELLATION CHARGE PAYABLE
28 days or more	Full cost of hire refunded, less £5.00 cancellation of
27 - 14 days	50% of the total cost of your booking
13 - 0 days	100% of the total cost of your booking and you will

14. If we change your booking

- 14.1 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 YHA 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

15. Delay or failure to perform

15.1 We or the YHA Partner (as the case may be) will not be liable to you if we or the YHA Partner (as the case may be) are prevented or delayed in the performing

of any of our or the YHA Partner's (as the case may be) 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.

15.2 Some of the Hostels are idyllically located in some of the most remote, wild and beautiful parts of England and Wales. During periods of extreme weather we or the YHA Partner (as the case may be) 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 the Hostel is 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.

16. Our liability to you or a YHA Partner's liability to you

Important section - must not be ignored

- 16.1 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. The same applies for the benefit of a YHA Partner for accommodation and/or services that you order from a YHA Partner.
- 16.2 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.
- 16.3 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. The same applies for the benefit of a YHA Partner for Contracts involving that YHA Partner.
- 16.4 Our entire liability in connection with the Contract will not exceed the value of the Products purchased or the Booking made with us less any amendment charges paid to us. The same applies for the benefit of a YHA Partner for a Contract involving that YHA Partner.

- 16.5 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.
- 16.6 Where we act as an agent for a YHA Partner our liability under the applicable Contract is subject to the terms of clause 2A in addition to the above.
- 16.7 Nothing in these terms and conditions or a Contract as a whole is intended or will operate to exclude anyone's liability for fraud, death or personal injury caused by negligence or for any other matter for which liability cannot be contractually excluded or limited under the law. An individuals mandatory statutory rights as a consumer, if appliable, are also not to be affected by anything in the Contract.

17. Communication

17.1 When using our website or speaking to us or a YHA Partner on the telephone you accept that communication with us or the YHA Partner 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 (or with a YHA Partner through us) you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we or a YHA Partner provide to you electronically comply with any legal requirement that such communications be in Writing. This condition does not affect your statutory rights.

18. 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.

19. Changing these terms & conditions

19.1 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 or a YHA Partner, 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.

20. 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 see our <u>Privacy Notice</u>.

21. Financial security

This clause 21 does not apply to YHA Partner Hostels.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for [YHA (England & Wales) - 5456], and in the event of their insolvency, protection is provided only for: an Activity Package.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with YHA (England & Wales).

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 at www.legislation.gov.uk/uksi/2018/634/contents/made.

You can find out more about ABTOT here: https://www.abtot.com/



22. Governing law and jurisdiction

- 22.1 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.
- 22.2 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.