



Terms and Conditions

HTH MANAGEMENT LTD

By booking accommodation with HTH MANAGEMENT LTD you are agreeing to the following terms and conditions.

The Booking

- 1.1. Your booking is with HTH OPCO LTD which is a Limited Company registered in England and Wales 11245011 of 23 Northfield Avenue, Taunton, Somerset, TA1 1XF
- 1.2. References to you or your are references to the person or organisation making the booking with HTH OPCO LTD.
- 1.3. These terms apply to bookings made via the HTH MANAGEMENT LTD website, by email or telephone or in person with HTH MANAGEMENT LTD. Bookings made via Booking.com will be subject to Booking.com's terms and conditions
- 1.4. Your booking is confirmed and a legal contract concluded once your payment has been successfully made. No booking is made or contract concluded when payment is declined or unauthorised.
- 1.5. You agree that the booking is for a short term stay for leisure, business or temporary purposes and does not give rise to an assured shorthold tenancy or lease and is an excluded agreement within the meaning of s.3A(7)(a) of the Protection from Eviction Act 1977.
- 1.6. Bookings can be for any length from one night up to three months. Bookings may be made an any time up to 9.00pm on the first night of your stay.
- 1.7. Bookings may only be made by a person aged 18 or above and there must be at least one person aged 18 or above staying in the accommodation.

- 1.8. You may not resell or re-assign your booking to any other person or organisation except with the express authority of HTH MANAGEMENT LTD.

2. Payment and Cancellations

- 2.1. All payments shall be made by Credit or Debit Card. HTH MANAGEMENT LTD do not charge booking fees or credit or debit card fees.
- 2.2. Full payment is required upon booking unless expressly agreed otherwise by HTH MANAGEMENT LTD.
- 2.3. The total price for your entire stay will be presented to you before you confirm your booking and make payment. Our pricing is dynamic and therefore the price for the same or similar accommodation may vary over time after your booking is made. This does not confer upon HTH MANAGEMENT LTD any right to require additional payment where the price increases and does not confer any right on you to a discount if the price decreases.
- 2.4. Both HTH MANAGEMENT LTD and you may cancel the booking at any time up to 7 days prior to the first day of your booking with HTH MANAGEMENT LTD in which case a full refund will be made to you. If different cancellation terms are set by a 3rd party agent these will be adhered to.
- 2.5. If you cancel the booking within 7 days of the first day of your booking then HTH MANAGEMENT LTD reserves the right to retain the full amount paid. Any refund will be at HTH MANAGEMENT LTD's entire discretion unless it is able to book out the accommodation to other guests, in which case it shall make a refund to you of your booking cost, less any difference in price where the replacement booking was of a lesser value. If different cancellation terms are set by a 3rd party agent these will be adhered to.
- 2.6. HTH MANAGEMENT LTD reserves the right to cancel bookings within 7 days of the first day of the reservation where it is necessary due to reasons outside of HTH MANAGEMENT LTD's reasonable control or in the event of an overbooking due to delays or errors within the booking system. In the event of such cancellation the client will receive a full refund.

3. Your stay

- 3.1. Check-in time is from 15:00 and check-out time is no later than 10:00, unless expressly agreed by HTH MANAGEMENT LTD otherwise. HTH MANAGEMENT LTD may request an additional payment for early check-in or late check-out. Information on the check-in and check-out procedure and access to the accommodation will be provided separately.

- 3.2. HTH MANAGEMENT LTD provide serviced accommodation rather than a hotel or guest house service. HTH MANAGEMENT LTD do not provide meals or newspapers.
- 3.3. Included in your room/apartment will be linen and towels. A cleaning service is provided and further information is available on request.
- 3.4. Your accommodation will also include a welcome tray of coffee & tea.
- 3.5. You are responsible for the conduct of all persons staying within the accommodation and shall ensure that they comply with these terms and conditions. In particular you and your guests must not:
 - 3.5.1. Smoke in the premises. All rooms and common spaces in our accommodation is strictly non-smoking – you and other guests may only smoke outside of the premises.
 - 3.5.2. Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by HTH MANAGEMENT LTD;
 - 3.5.3. Bring any potentially dangerous or hazardous materials or equipment onto the premises;
 - 3.5.4. Tamper with any fire alarms or emergency equipment;
 - 3.5.5. Remove, damage or destroy any HTH MANAGEMENT LTD property;
 - 3.5.6. Use any technology provided by HTH MANAGEMENT LTD to download or access any unlawful or obscene material;
 - 3.5.7. Cause unreasonable disturbance to our other guests or any HTH MANAGEMENT LTD staff;
 - 3.5.8. Make excessive noise particularly after 11pm especially from TV's and other electronic devices;
 - 3.5.9. Fail to return your room keys/fobs/cards at the end of your stay as, in the interests of security, we may have to replace the corresponding locks.

4. Damage, theft and costs

- 4.1. HTH MANAGEMENT LTD reserves the right to charge to the credit/debit card used for payment or any other card used to provide security in respect of:
 - 4.1.1 The cost of replacing or repairing any property of HTH MANAGEMENT LTD including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay;
 - 4.1.2 The cost of replacing any items of property which are stolen from the accommodation during your stay
 - 4.1.3 Any breach of our non-smoking policy. A standard charge of £150 will be charged to your card where we find evidence of smoking within

the accommodation to cover cleaning costs but we reserve the right to charge additional amounts to cover any damage caused by smoking

- 4.2. Such costs may be charged on check-out but HTH MANAGEMENT LTD reserves the right to apply such charges to your card at a later date where necessary.
- 4.3. Where HTH MANAGEMENT LTD is unable for any reason to apply such a charge against your credit/debit card then an invoice will be sent to you and which you agree to pay within 14 days of receipt.
- 4.4. HTH MANAGEMENT LTD will provide a receipt including a breakdown of costs for all additional charges made to your credit or debit card.

5. **Privacy, Data Protection and Credit/Debit Card Security**

- 5.1. HTH MANAGEMENT LTD processes information about you that you provide when making a reservation and/or upon check-in in accordance with our **privacy policy**. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.
- 5.2. You should note that we are required by law to maintain a register of all guests' names and nationality (to be taken on arrival) and to keep such details on file for at least 12 months from the date of arrival. In addition, for guests who are not of British, Irish or Commonwealth nationalities we are required to take details of your passport or other travel documentation and the address of your next destination.
- 5.3. For full details on how we collect, use and store personal data including the use of cookies please see our full **privacy policy**.
- 5.4. We use a secure third party service to process card payments (www.stripe.com/gb). This service is PCI-DSS compliant and allows us to make charges to your credit and debit card in accordance with these terms. We do not make or store any copy of your card details in our own systems or elsewhere. You can read the privacy policy of the third party provider here: www.stripe.com/gb/privacy.

6. **Complaints**

- 6.1. HTH MANAGEMENT LTD want to ensure that you have an enjoyable stay.
- 6.2. If you have a problem during your stay please talk to any member of staff who will be able to help you.
- 6.3. If HTH MANAGEMENT LTD are unable to informally resolve any complaint you have at the time of your stay then you may submit a formal complaint in

accordance with this procedure. Formal complaints should be submitted in writing using the contact details below. Please provide as much information as possible in order that HTH MANAGEMENT LTD may properly investigate your complaint.

- 6.4. Your complaint will be dealt with by an appointed member of the HTH MANAGEMENT LTD management team. HTH MANAGEMENT LTD aims to respond to formal complaints within 2 days but if this will not be possible HTH MANAGEMENT LTD will notify you of this and of when it expects to respond. HTH MANAGEMENT LTD will set out the outcome to your complaint in writing.
- 6.5. HTH MANAGEMENT LTD reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

Email address: enquiries@hitthehay.net

Postal address: Kemp House, 152-160 City Road, London, EC1V 2NX

7. Limitation of Liability

- 7.1. The liability of HTH MANAGEMENT LTD to you under these terms and conditions shall be limited to the total value of your booking (unless the [Hotel Proprietor's Act 1956](#) applies, in which case our liability will be limited to the maximum prescribed under that Act) except where such loss is caused by our negligence, in which case it shall be limited to any direct and reasonably foreseeable loss suffered by you.
- 7.2. HTH MANAGEMENT LTD shall not be liable in any circumstances to you for any consequential or indirect loss including loss of profit, data, management time, reputation or goodwill.
- 7.3. HTH MANAGEMENT LTD shall not be liable for any damages or loss caused by conditions or events beyond its control including, but not limited to:
- 7.3.1. Strike, lockout or other labour dispute affecting the employees of HTH MANAGEMENT LTD;
 - 7.3.2. Acts of God;
 - 7.3.3. Natural disasters;
 - 7.3.4. Acts of war or terrorism;
 - 7.3.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

7.3.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;

7.4. Nothing in this clause or these terms shall limit UKSA's liability for death or personal injury or in respect of fraudulent misrepresentation.

8. Severability

8.1. If any provision or provisions of these terms and conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Waiver

9.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under these terms and conditions shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

10. Entire Agreement

10.1. These terms and conditions constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

11. Third party rights

11.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise

12. Jurisdiction

12.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.

BACKGROUND:

HTH Management Ltd understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of everyone who visits this website, <http://hitthehay.net> ("Our Site") and will only collect and use personal data in ways that are described here, and in a way that is consistent with Our obligations and your rights under the law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of this Privacy Policy is deemed to occur when booking with us. If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.

1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

"Booking"	means a request to secure the accommodation as offered on our site. In placing a booking, you will be granted additional access and/or use certain areas and features of Our Site;
"Cookie"	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in Part 14, below; and
"Cookie Law"	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003.

2. Information About Us

Our Site is owned and operated by HTH Management Ltd, a limited company registered in England under company number 11241900.

Registered address: Kemp House, 152-160 City Road, London EC1V 2NX

Postal address: 23 Northfield Avenue, Taunton TA1 1XF

3. What Does This Policy Cover?

This Privacy Policy applies only to your use of Our Site. Our Site may contain links to other websites. Please note that We have no control over how your data is collected, stored, or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

4. What is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be

identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

5. **What Are My Rights?**

Under the GDPR, you have the following rights, which We will always work to uphold:

- a) The right to be informed about Our collection and use of your personal data. This Privacy Policy should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 15.
- b) The right to access the personal data We hold about you. Part 13 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 15 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that We have. Please contact us using the details in Part 15 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to data portability. This means that, if you have provided personal data to us directly, We are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- h) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about Our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 15.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about Our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

6. **What Data Do We Collect?**

Depending upon your use of Our Site, We may collect some or all of the following personal and non-personal data (please also see Part 14 on Our use of Cookies and similar technologies):

- Name;
- Address;
- Email address;
- Telephone number;
- Payment information;

- Information about your preferences and interests;
- IP address;
- Web browser type and version;
- Operating system;
- A list of URLs starting with a referring site, your activity on Our Site, and the site you exit to.

7. **How Do You Use My Personal Data?**

Under the GDPR, We must always have a lawful basis for using personal data. This may be because the data is necessary for Our performance of a contract with you, because you have consented to Our use of your personal data, or because it is in Our legitimate business interests to use it. Your personal data may be used for the following purposes:

- Providing and managing your Booking;
- Providing and managing your access to Our Site when making a booking;
- Personalising and tailoring your experience on Our Site;
- Supplying the accommodation to you. Your personal details are required in order for us to enter into a contract with you.
- Personalising and tailoring Our services for you.
- Communicating with you. This may include responding to emails or calls from you.
- Supplying you with information by email that you have opted-in to (you may unsubscribe or opt-out at any time by contacting us).
- Analysing your use of Our Site and gathering feedback to enable us to continually improve Our Site and your user experience.

8. **How Long Will You Keep My Personal Data?**

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected.

9. **How and Where Do You Store or Transfer My Personal Data?**

We will only store or transfer your personal data in the UK. This means that it will be fully protected under the GDPR.

10. **Do You Share My Personal Data?**

We will not share any of your personal data with any third parties for any purposes, outside of those parties as required to fulfil our contractual obligation with you, subject to one important exception.

In some limited circumstances, We may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

11. **How Can I Control My Personal Data?**

- 11.1 In addition to your rights under the GDPR, set out in Part 5, when you submit personal data via Our Site, you may be given options to restrict Our use of your personal data. In particular, We aim to give you strong controls on Our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from us which you may do by unsubscribing using the links provided in Our emails and at the point of providing your details).
- 11.2 You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

12. **Can I Withhold Information?**

You may access certain areas of Our Site without providing any personal data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

You may restrict Our use of Cookies. For more information, see Part 14.

13. **How Can I Access My Personal Data?**

If you want to know what personal data We have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a “subject access request”.

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 15.

There is not normally any charge for a subject access request. If your request is ‘manifestly unfounded or excessive’ (for example, if you make repetitive requests) a fee may be charged to cover Our administrative costs in responding.

We will respond to your subject access request within one month of receiving it. Normally, We aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date We receive your request. You will be kept fully informed of Our progress.

14. **How Do You Use Cookies?**

Our Site may place and access certain first-party Cookies on your computer or device. First-party Cookies are those placed directly by us and are used only by us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

All Cookies used by and on Our Site are used in accordance with current Cookie Law.

Before Cookies are placed on your computer or device, you will be shown a pop-up requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain

features of Our Site may not function fully or as intended.

Certain features of Our Site depend on Cookies to function. Cookie Law deems these Cookies to be “strictly necessary”. Your consent will not be sought to place these Cookies, but it is still important that you are aware of them. You may still block these Cookies by changing your internet browser’s settings as detailed below, but please be aware that Our Site may not work properly if you do so. We have taken great care to ensure that your privacy is not at risk by allowing them.

Our Site uses analytics services. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling us to better understand how Our Site is used. This, in turn, enables us to improve Our Site and the services offered through it.

The analytics service(s) used by Our Site use(s) Cookies to gather the required information. You do not have to allow us to use these Cookies, however whilst Our use of them does not pose any risk to your privacy or your safe use of Our Site, it does enable us to continually improve Our Site, making it a better and more useful experience for you.

In addition to the controls that We provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third-party Cookies. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.

It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

15. **How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details:

Email address: alex@hitthehay.net

Telephone number: 07786534315

Postal Address: 23 Northfield Avenue, Taunton TA1 1XF

16. **Changes to this Privacy Policy**

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if We change Our business in a way that affects personal data protection.

Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.