

BOOKING AGREEMENT

By making this booking you are agreeing in full to the following Terms & Conditions.

These T&Cs have been produced to protect both the owner and all guests as well as providing advice in the event of problems or disputes.

The person making the booking accepts full legal liability on behalf of all guests.

Cleared Deposit Funds must be paid to the Owner immediately to confirm your booking.

Failure to pay the deposit, or the balance of the costs by the agreed date, will result in the loss of your holiday booking.

If you do not wish to proceed with this booking, for any reason, then please contact the owner immediately, in order that they can try to resell the dates.

IMPORTANT HOLIDAY INFORMATION

Please keep these T&Cs with you during your stay as they contain important information.

These Terms & Conditions are here to protect the rights of the Owner and all the Guests.

Please read them very carefully, as you are entering into a legally binding agreement.

Before your Holiday:

ARRANGE TRAVEL INSURANCE - It is highly recommended that you arrange Travel Insurance to cover all guests. This will help protect you if you need to cancel your holiday as the owner may not refund you if they are not responsible for the cancellation and are unable to re-sell it themselves.

YOU MUST NOT TRY TO SELL YOUR HOLIDAY TO SOMEONE ELSE - Only those named on the booking form will be allowed in the lodge. This means that if you have to cancel you cannot sell the holiday to someone else. They may sue you when they are now allowed into the property.

IF YOU HAVE TO CANCEL YOUR HOLIDAY BOOKING - If you cannot pay the deposit or balance of the holiday, or you are unable to honour the booking for any reason whatsoever, then please contact the owner immediately. This will give them more chance to re-sell the dates and will save them having to keep chasing you. They may even be able to offer payment by instalments if you require help spreading the cost. You may need to claim on your insurance in order to obtain a refund of any monies paid.

Arriving at the Property:

DO NOT ARRIVE BEFORE THE 4.00PM STATED ARRIVAL TIME - You may be denied access. The arrival time is there to allow for cleaning and to ensure everything is ready for your stay.

CHECK THE PROPERTY WHEN YOU ARRIVE - If you find anything wrong please contact the owner immediately. This will protect you if things are found after you leave that you knew about.

If anything is damaged during your stay please contact the owner immediately so that they can arrange repair before the next guest.

During your Holiday:

KEEP THE PROPERTY CLEAN & SECURE - You have a responsibility to leave the property as you first find it. Prior to your stay the property should have been thoroughly cleaned. Always ensure that doors and windows are locked when you are not in.

USE OF ELECTRICITY & TELEPHONE & - These are provided FREE FOR FAIR USE ONLY. In the event of excessive use of either Electricity and/or Telephone you will face additional charges.

Take care when the weather is cold, not to keep heating on when unattended or when rooms have reached a comfortable temperature. All of the heaters have a thermostat and will cut out when a required temperature is reached plus they have a 24hr timer (not the heater in the entrance hall).

DO NOT WEAR STILETTO HEELS - on any areas of soft lino as this will damage it and you will be charged for the replacement costs

BANNED PRODUCTS:

- PLASTICINE and other clay type products
- BB GUNS and other weapon type items that could cause damage or injury

PRODUCTS WHICH MUST BE SUPERVISED:

- FELT TIP PENS & PAINTS ETC - these MUST NOT be used unless there is adult supervision to ensure that there is no damage to the property

YOU WILL BE EVICTED, IMMEDIATELY, WITHOUT COMPENSATION IF:

- You have extra guests, or pets, staying that have not been pre-registered
- You cause any nuisance to others, such as loud music or shouting
- Anyone is found to be smoking in the property
- OR breach any of the other conditions listed below

YOU MUST CONTACT THE OWNER IMMEDIATELY IF:

- If you have a problem with anything in the property.
- If anything is Broken or Damaged during your stay, as the owner may be able to arrange repair or replacement during your stay. You may be charged for repairs or replacement.

The End of your Holiday:

LEAVE THE PROPERTY 11AM CLEAN & SECURE - Prior to leaving the property please ensure that all kitchen equipment is clean and back in place, that all kitchen surfaces and tables have been wiped clean, bins have been emptied as instructed, the floors have been vacuumed/swiapt and left clear of mess.

The property should be left in the state you found it so that the cleaners don't have to spend extra time and delay the next guests.

Failure to keep the property clean and tidy may result in the loss of your deposit.

Do not steal any items from the property or you will be charged and may face prosecution.

All doors and windows must be closed when you leave. Failure to do so risks the security of the property and the deposit may be withheld.

The owners/cleaners will take photographs of any mess or damage they find. Please respect their possessions.

DO NOT LEAVE LATER THAN THE STATED DEPARTURE TIME - You will be fined if you leave late as access is required by cleaners and the next guests may suffer delays in starting their holiday, for which they will expect compensation. If you think you may be late leaving please contact the owner a.s.a.p. as it may be possible for you to stay longer if needed and to minimise inconvenience to others, e.g. cleaners, incoming guests.

LEAVING THE PROPERTY BEFORE THE DEPARTURE DATE - If you leave the property before the departure date you will not be compensated unless this is due, in whole or in part, to the owner being unable to provide the advertised holiday.

Damage to the property or its contents, or the requirement of additional cleaning due excess mess WILL result in loss of full or partial deposit and may result in small claims court action to recover additional charges and replacement costs.

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Full Details

When signing the booking form or paying the full deposit you are confirming that you, the nominated hirer, agree to be bound by all of the following Terms & Conditions, with all other parties concerned

A) The Owner

- a) The agreement is made on the understanding that the Owner will remain responsible for providing the advertised service. They will be liable to compensate the guests in the event of any failing on their behalf, that was not outside their control, in accordance with the terms detailed below.
- b) The owner will ensure that the full holiday cost, including deposit is retained in an account should they be required to provide a full refund.

B) The Booking Agent

If a booking agent is used, they will be responsible for taking and confirming the booking and potentially accepting and transferring funds, subject to their agreed fees. They hold no responsibility unless due to their own failings. The agent may withdraw their services at any time, for whatever reason. The booking will not be affected by such a withdrawal.

C) The Guests

- a) The nominated group leader will be subject to fines in the event of misconduct by any of the group members that is not satisfactorily resolved, as detailed below.
- b) The nominated group leader accepts full responsibility and liability for the conduct of all guests should they breach any of the rules. It is their responsibility to ensure that all the guests are aware of the full details of these terms and conditions.
- c) No extra guests are allowed to stay overnight in the lodge, without written permission, from the owner. You may have visitors during the day only.
- d) The holiday must not be sold on to someone else. Any changes must be approved by the owner.
- e) Children under the age of 16 must not be left unattended.

D) Booking Restrictions

- a) Bookings will only be accepted if the hirer is at least 18 years old
An electoral roll search may be carried out by the owner or agent to confirm identity
- b) NO Same sex groups - e.g. Stag and Hen parties.
Family and Friends same sex groups may be accepted on request.
- c) NO Pets of any kind, unless agreed at the time of booking
- d) The maximum number of allowed guests may be lower than the maximum for the property. This is in order to improve the comfort of the guests and reduce wear on foldaway beds. Limits may also be added if a cot is used/required.
- e) Only guests named on the booking form will be allowed to stay.
Spot checks may be carried out at any time during the holiday. Unauthorised guests will be evicted and the remaining guests may also be evicted and forfeit the remainder of their stay, without compensation.

E) Bookings

- a) The deposit must be paid within 7 days to confirm booking.
Cheques will not be considered cleared funds until 6 working days after they have been banked.
Dates will be released after this period, without further warning
- b) Provisional bookings will not be accepted under any circumstances
- c) Full Names and Ages (if under 18 years) of all persons staying in the property are required at time of booking
- d) Full rental charge is due 6 weeks before holiday, otherwise the booking will be cancelled and the deposit not refunded
- e) If booking via an agent the agreement is still made between the *Guest* and *Owner*.
The booking agent will not be liable for any failings that are not their own wrong doing.

F) Deposit

- a) The deposit must be paid in full to secure booking, this is in addition to the Rental Charge
- b) The actual deposit charge may vary depending on the season and holiday cost
- c) In the event of cancellation the deposit will not be refunded under any circumstances, unless cancelled by the lodge owner due to their inability to honour the booking.
- d) Deposit will be returned within 14 days after the property has been checked, unless, there has been a breach of any of the conditions by any of the guests.

Such as, but not limited to including:

- i. Section C - additional guests staying overnight
 - ii. Section D - breaching booking restrictions
 - iii. Section I - damage to, or theft of, contents, breach of security, etc
 - iv. Section J - improper use of equipment
 - v. Section K - unreasonable behaviour
 - vi. Section L - leaving after the agreed departure time
 - vii. Section N - damage to the property or its contents
 - viii. Section T - you have been evicted from the property for any reason
- e) Part deposits will not secure dates and will not be returned
 - f) There will be a deduction of any delivery charges to return items that have been left behind

G) Rental Charge

- a) This is in addition to the deposit and must be paid no later than 6 weeks before the holiday. Payment will be required in full if booking less than 6 weeks before start of holiday
- b) In the event that the holiday is not paid for in full 6 weeks before the holiday will be cancelled and the dates released for re-sale.
- c) Instalment options may be offered by the owner, however the full total must be paid on time
- d) Payments will not be accepted on the day of arrival under any circumstances.

H) Accepted Payment Methods

a) Cheque, Postal Order, Bank Transfer or Paypal.

Specific details will be provided upon request.

Always include your Surname or Reference when making payments.

I) Cancellation

a) The booking will be cancelled if:

i. the Full Deposit is not received within 3 days of booking

ii. the Rental Charge is not received within 6 weeks of the start of the holiday

b) The deposit will not be refunded under any circumstances unless the owner is unable to provide the property for the required period and is unable to provide an alternative date.

c) If cancelled by you before the holiday the full cost will be lost, including the deposit.

A partial refund may be offered if the holiday is resold at the discretion of the owner

J) Arrival and Departure

a) You **MUST NOT** arrive before the time stated by the owner.

You will be denied access to the lodge if you arrive early.

b) You **MUST** be out of the property before the check out time stated by the owner.

Your deposit may be used to compensate the next guests if you leave late.

c) Keys will be available as advised by the owner.

You will be liable for the costs of replacing the Locks and all Key Sets if the keys are lost

d) The owner will not be responsible if you cut your holiday short, unless caused by problems with the property that the owner has not been able to rectify.

K) The Condition and Contents of the Property

a) **NO Smoking** at any time, of any kind inside the property.

b) Use of drugs is forbidden.

c) **NO Items** are to be removed from the property.

d) If pets have been allowed into the property then all areas must be kept clean.

e) Safety equipment, such as Smoke Alarms or Fire Extinguishers must not be tampered with, including removal of batteries from smoke alarms.

f) Naked flame products, such as Candles and Barbecues, must not be used inside.

g) All rooms must be left in the same clean, tidy condition as they were found in.

h) You are responsible for the security of the lodge during your booking.

All Windows and Doors must be locked securely when you are not in the property.

Breach of any of these rules will result in eviction, loss of deposit and further legal action if necessary.

L) Use of Equipment

a) You are agreeing to the safe use of all equipment

b) The holiday is self-catering so you will need to provide all your own food

It is at the discretion of the owner whether a welcome pack is provided.

c) All utilities (Electricity, Water & Telephone - House Only) are included in the overall cost, on a fair-use basis

In the event of excessive use, such as leaving heating on all the time, without the owner's prior consent, you may be charged an excess to cover the additional charges incurred by the owner.

d) If you are unsure how to use any of the equipment provided then contact the owner immediately. Do not attempt to use anything that you are unsure about.

e) The owner will not be considered liable for any injury caused by improper use of any equipment

f) Faulty equipment must be reported immediately. You must not use any equipment you do not consider to be in a perfect condition

g) Any claims of injury must be reported immediately

h) Claims will be thoroughly investigated and prosecution may be sought in the event of fraudulent claims

M) Behaviour

a) You have a duty of care towards other neighbouring residents and as such must not cause nuisance either verbally or by excessive music, etc.

b) Whilst alcohol is permitted, it is expected that all guests conduct themselves in a proper manner at all times and remain civil towards the others.

c) Children must be kept under control at all times.

d) In the event that dogs have been allowed please ensure they are kept under control and do not cause an inconvenience to others,

N) Vehicles

a) You leave your vehicle and contents at your own risk. The owner, will not accept responsibility for any damage or loss, unless by their negligence.

b) The speed limit must be respected at all times when accessing the property.

c) All drivers must hold a Valid Driving Licence, Insurance, MOT and Road Tax

d) Electric/Hybrid vehicles **MUST NOT** be charged from the property, as this is excessive use of electricity and you will be fined.

O) Damage to/Loss of Items (The Property and/or it's contents):

a) Please report any accidents, losses or damages caused by you or your party as soon as possible to enable us to respond to the circumstances. Smaller items may be replaced by yourselves if you wish, but the item(s) must be 'like for like' or part or all your deposit may be kept to cover, or contribute to replacement costs.

b) Where the damage exceeds the deposit then necessary action will be taken to seek full compensation, which may include additional charges

c) In the event that you are not happy with the response from the owner then you must seek legal advice, as this will protect the rights of both you and the owner.

P) Problems with your accommodation

a) You must report any problems immediately, to the owner, sending photos when possible.

b) You must give the owner a fair and reasonable opportunity to rectify problems or offer suitable

compensation.

c) In the event that you are not happy with the response from the owner then you must seek legal advice, as this will protect the rights of both you and the owner.

d) You must not make comments, or post photographs or videos in any public domain, such as Facebook or Twitter, as any such action could be considered defamatory and leave you at risk of prosecution. Even posting on your own private pages is not recommended as anyone can copy and shared without your permission.

Q) Early Departure

If you leave the property before the agreed departure date, you will not receive any compensation, unless the owner has failed to provide the advertised holiday. Situations beyond the control of the owner will not be considered as fair reason for refund.

R) Public Liability Insurance

a) Names and Ages of all persons staying in the property are required to validate insurance

b) Only named persons may stay in the property otherwise any insurance claims will be invalid

c) Changes to approved guests may be made at the discretion of the owner

d) Non-approved guests will be denied access to the property or if they have been given access all guests will be asked to vacate the property immediately

S) Private Insurance

a) The owner's Public Liability Insurance only gives very limited protection.

b) Your home insurance may cover you and your belongings whilst you are on holiday. It is unlikely to cover: Accidents, Medical Expenses or Losses due to delays or cancellation.

c) We strongly recommend that you take out Holiday Insurance to cover these exemptions. These policies are available quite cheaply from most insurance brokers.

T) Eviction from the Property

a) You will be evicted from the Property, by the owner or management, and your deposit will not be refunded in the event of, but not limited to:

i. Unreasonable behaviour by any of the guests

ii. Additional, unregistered guests being found in the property

iii. Smoking in or damage to the property or any of its contents

iv. Pets being taken into the property

U) The Property Owner

a) The property owner is not responsible for any of the services provided by the other agents, eg electricity, water and telephone/internet.

V) Disputes and Harassment

a) In the event of disputes then a third party may be consulted in order to resolve matters

b) Repeated/abusive telephone calls, text messages, written correspondence or other contact will not be tolerated

c) By agreeing to these terms you will not threaten legal action in the event that the deposit is not returned due to any breach of these rules. Any such action will be considered harassment

d) You will be liable for any additional costs incurred as a result of any breach of these rules

W) Blacklisting

a) In the event of non-payment, late departure, damage or breach of any conditions then future bookings may be rejected by us and other owners.

b) In order to comply with the Data Protection Act, any response you provide will be published along with the details of your actions.