



Terms and Conditions of Hire

Garden Lodge

1. Booking: all bookings are subject to availability. The party leader must be 21 years of age or over at the time of booking. Your booking is made as a consumer and you agree that no liability can be accepted by the owner for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. We the owner issues a written confirmation to you, this signifies that the owner has entered into a contract with you, which is subject to these Conditions. The owner has the right to refuse any booking prior to the issue of your written confirmation, and if the owner does this the owner will tell you in writing and promptly refund any money you have paid to them. When you receive your confirmation, the details must be checked carefully. If anything is not correct you should notify the owner immediately.

2. Payment: When you book the property you should pay the amount then due either by bank transfer or by personal cheque. Providing the bookings can be confirmed, the owner will then send your written confirmation to you as soon as is reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the owner no later than 8 weeks before your arrival date at the property. However, if you book less than 8 weeks before your arrival date, payment of your total holiday cost is due immediately.

3. Cancellations or changes to your booking by the owner: The owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the owner will contact the party leader as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change.

4. Circumstances beyond the control of the owner (Force Majeure): Except where otherwise expressly stated in these Conditions, the owner shall not be liable for any changes, cancellations, effect on your holiday, loss or damage suffered by you for any failure by the owner (referred to as "force majeure" in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the owner) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) the owner will, however, refund to you all the monies paid by you for your holiday booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by the owner to you.

5. Property details: The owner aims to ensure that the information provided is accurately conveyed in any promotional/advertising literature. However, the information and prices advertised may change by the time you book. Whilst every effort is made to ensure the accuracy of the information, changes and errors occasionally occur. You must therefore ensure

you check all details of your property and arrangements with the owner at the time of booking. There may be small differences between the actual property and its description, as the owners are always seeking to improve services and facilities. Occasionally, problems mean that some facilities become unavailable or subject to restriction. If this happens, the owner will tell the party leader as soon as reasonably practical after the owner becomes aware of the situation. The owner cannot accept responsibility for any changes or losses (except in the case of negligence by the owner)

6. Liability: The owner shall have no liability for any death or personal injury unless it results from the owner's negligence or that of any employee of the owner (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the owner in respect of damage to, or loss of, such personal property except where the damage or loss is caused by the negligence of the owner (or that of any employee of the owner)

7. If you cancel or change your booking:

Changes If you want to change your booking once your confirmation has been issued, an administration charge of £25 will be payable to the owner once any change has been made. However, it is important to realise that a change of date may have to be treated as a cancellation of the booking and a making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of the booking

Cancellations If you have to, or wish to, cancel your booking, the party leader must telephone the owner on the number shown on the correspondence as soon as possible. The party leader must also immediately confirm the cancellation in writing sent by recorded delivery to the owner at the address shown on the correspondence. The day the owner receives your telephone notification of cancellation is the day on which your booking is cancelled. It is strongly advised that you take out travel insurance which will cover you in the event that you may need to cancel your booking. A cancellation charge will be payable, based on the number of days before the arrival date as set out below:

Number of days before arrival date that notification of cancellation is received

Cancellation Charge

More than 84 days	Full deposit
57 to 84 days	50% of cost
29 to 56 days	75% of cost
15 to 28 days	90% of cost
On or after arrival date to 14 days	100 % of cost

If any payment due in relation to your bookings is not paid by the appropriate date, the owner is entitled to assume that you wish to cancel your booking. In this case, the owner will be entitled to keep all deposits paid or due at that this date. The owner normally sends out a reminder to you before your booking is cancelled. If the owner does not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in the clause above depending on the date that the owner reasonably treats your booking as cancelled.

8. The Property: Unless you have made alternative prior agreement with the owner, you can arrive at the property from 3 p.m. on the start date of your holiday rental and you must leave by 10 a.m. on the last day. If your arrival will be delayed beyond 8 p.m. on the start date of your holiday rental you must contact the owner to let them know your expected time of arrival. The owner requires you to pay a Security Deposit of £250 payable one week before arrival and

refundable one week after departure (assuming that there is no damage to the property or its contents; items missing from the property or excessive cleaning required).

9. You and all members of your holiday rental party agree to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. You and all members of your holiday rental party further agree not to use the property for any commercial purpose, including without limitation assigning or sub-letting it or otherwise allowing anyone to occupy it who has not previously been accepted by the owners. You are responsible to the owner for the actual cost of any breakage or damage in or to the property – along with any additional costs that may result – which are caused by you and/or any members of your holiday rental party, and the owner can require payment from you to cover any such costs. The owner is entitled at his/her sole and absolute discretion to refuse to hand over to you or to repossess the property (which includes the fixtures, fittings, furnishings and decoration) if the owner reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members of your holiday rental party.

10. Swimming Pool: Swimming pool will be open for use annually between 1 May and 30 September only. Opening hours are 7.30 a.m. to 9.30 p.m. All children and non-swimmers must be accompanied by a responsible adult at all times. We reserve the right to withdraw the use of the pool if guest are considered to be under the influence of alcohol and/or are seen to be acting irresponsibly or inappropriately. We ask all guests to be considerate of neighbours with regard to excessive noise especially early in the mornings and late in the evenings when using the swimming pool.

11. Day guests – Additional Terms and Conditions:

- a. Day guests are only permitted by prior arrangement with the owners and must be registered before arrival
- b. There is a charge of £5.00 per guest per day which must be paid in advance
- c. Day guests are not permitted to stay overnight
- d. Day guests are only permitted on the premises between the hours of 8.30 a.m. and 11 p.m.
- e. Day guest are not permitted to bring dogs onto the premises
- f. If the total number of cars including the resident guests cars exceeds 4, day guests must park on the roadside where there is ample free parking available
- g. The owner accepts day guests at his/her sole and absolute discretion and is entitled to refuse entry or to expel any person(s) that the owners reasonably believe that may cause any damage; have caused damage or is causing damage to the property or its contents
- h. Day guests are also bound by all the same terms and conditions of hire aforementioned in this agreement

Guests are strongly advised to take out their own adequate travel insurance to cover them against any losses or cancellation charges.

Important notice – please read

While we are happy to accept hen, stag and young adult groups (over the age of 21) please understand that Garden Lodge is a residential property and not a venue for late night alcohol fuelled parties. As such, a condition of booking Garden Lodge for all guests requires that noise is kept to an absolute minimum after the hours of 11 p.m. It is also expected that no noise should be heard outside the property after 11 p.m.

By returning your booking form and making payment to the owner either in part (deposit) or in full you are agreeing to be bound by the terms and conditions of hire as set out above.