

# High Dalby House Cottages

## Terms and Conditions

By requesting a booking you are deemed to have accepted these terms and conditions as governing your booking. This does not affect your statutory rights as a consumer.

The proprietors of High Dalby House (hereinafter referred to as “we” or “us”) reserve the right to change these terms and conditions at any time. Any such changes will take effect immediately when posted on the Website, in our brochure or otherwise brought to your attention. It is your responsibility to read the terms and conditions each time you request a booking and any such request shall signify you have accepted to be bound by the latest set of terms and conditions.

### Booking Confirmation

When you wish to place a booking for a holiday (“Booking Request”) with us, you will complete a booking form (either on the website, over the phone, by email, or on site). It is your responsibility to provide us with the correct information. If you have made the Booking Request via telephone, we will read back your details to you. You will be responsible for the Booking regarding any input errors.

For all Booking Requests we process, we shall issue written confirmation accepting your booking request. Once we have issued such written or email confirmation we shall have entered into a contract with you.

By making a Booking Request you warrant that you have the authority of all persons in your party to book on their behalf, accept these terms and conditions and that you will keep us indemnified against all loss and damage arising directly or indirectly, from any act or default by yourself or any person accompanying you. Bookings are not transferable.

### 2. Services, Features and Facilities

We take no responsibility for injury, damage or loss caused by any activity participated in on our land. All safety instructions must be followed.

Information about features, facilities and services for your cottage holiday, is, to the best of our knowledge and belief, accurate at the time of publication of our brochure and Website, all facilities and services are subject to availability.

As our cottages are located in a forest environment, we cannot accept responsibility for any damage, injury or inconvenience caused by wildlife.

### 3. Payment

If you place your booking more than 12 weeks prior to the start date of your holiday, we will request a deposit of £100 per cottage per week. The balance of the full payment will be due 12 weeks prior to the start date of your holiday. For all bookings received within 12 weeks of your holiday start date, full payment is due at the time of booking. If we do not receive the full accommodation charge by the due date will be treated by us as a cancellation of the booking and you will forfeit the total cost of any payments made to date. The booking will then be subject to the cancellation procedure outlined in Condition 4.

Payment for bookings can be made by cash, debit or credit Card. Payment by cheque can only be accepted if received at least 15 days prior to the start of your holiday.

#### **4. Cancellation**

**Cancellation By You** - If you want to cancel your booking you must notify us as soon as possible and confirm in writing. Provided the cancellation is received not less than 12 weeks before the start date of the holiday, only the deposit will be forfeited. If we receive less than 12 weeks' notice, you will be liable to pay the total cost of the holiday.

To avoid these charges we advise customers to take out their own cancellation cover insurance.

**Cancellation or changes to holidays by us** - In the unlikely event that we have to change or cancel your booking we reserve the right to do so. We will, in the first instance, try to offer you an alternative cottage. If an alternative cottage is unavailable or unsuitable we will offer you the choice of re-booking your holiday or a full refund of all monies paid (except where you have failed to make full payment on time).

In the unlikely event that we have to change or cancel your holiday no compensation is available.

#### **Force Majeure**

We do not accept responsibility for any holiday where it is affected or prevented by reason of circumstances that amount to force majeure. 'Force Majeure' means any event we could not, even with all due care, have foreseen or avoided. Such circumstances include war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control.

#### **5. Amendments**

If you want to amend your booking you must notify us as soon as possible. All amendments are subject to availability. Should you wish to transfer your booking to another date, we will try to satisfy your request but shall be under no obligation to do so.

#### **6. Tariffs**

Cottage pricing is calculated across date ranges. If your holiday falls within two (or more) price bands, the corresponding price for each date range will be charged. Please note the prices advertised in the brochure and on our website are applicable up to and including January 3rd 2014 only.

#### **7. Occupants**

Each cottage is for a maximum of 2 adults only. Please make us aware if you are an all male or an all female group before booking. It is essential that you and your party will at all times comply with any reasonable instructions or requests given.

#### **8. Dogs and Pets**

No pets except Assistance dogs. Dogs must be kept under proper control and must not be left on their own in the cottage. All traces of their presence must be removed before you leave. Please do not allow dogs to sit on the beds or the furniture.

#### **9. Check-in and Departure**

Our cottages will be normally available for you between 1pm and 7pm on the agreed date of arrival. We like to greet all Guests and would ask that you notify us of your arrival time and if this subsequently alters to let us

know. Your booking ends on your agreed date of departure and the cottage must be vacated by 10 a.m..

## **10. Your Responsibility**

The accommodation must be left in a clean and tidy condition. Please make us aware of any breakages or damage caused during your stay. We shall be entitled to charge you for any costs or expenses it incurs as a result of any breakage or damage or a failure by you to leave the accommodation in a clean and tidy condition. You are responsible for the behaviour of all members of your party. There will be other guests at High Dalby House who have come to enjoy the peace and tranquility of the forest and we ask you to show consideration to them. Noisy or disruptive behaviour, especially at night, wilful damage to the site or cottages or other behaviour considered by us to be inappropriate may result in us asking you or a member of your party to leave the site immediately. No refunds or compensation will be given in these instances, and we reserve the right to claim compensation for damages or inconvenience caused.

## **11. Breakage cover**

We reserve the right to recover payment for any loss and damage arising directly or indirectly, from any act or default by yourself or any person in your party.

## **12. Mobility Difficulties**

Wheelchair/Mobility scooter users must note that we are located on a steep valley side and the general topography of our site will prevent access by these means to most of our grounds. Although we have a cottage that is suitable for wheelchair access it has not been specially adapted for wheelchair users. Please make enquiries as to the suitability of our cottages before booking if you are in any doubt.

## **13. Complaints**

We are most concerned that you have an enjoyable holiday. Should you nevertheless have cause for complaint, please contact us immediately so that we can resolve any problem or concern you may have.

## **14. Promotions and Special Offers**

From time to time we have promotions or discounted offers. All offers are subject to availability and may be withdrawn at any time. We do not give retrospective refunds if our cottages are subsequently advertised at a lower rate than the rate booked at an earlier date.

## **15. Privacy Policy**

We respect your right to privacy. We only ask for personal information which is necessary to allow us to service your requirements. This information may include name, address, email address, telephone and car registration number, country of residence and your age.

This information is used to process your booking; verify financial transactions; to investigate and resolve any problems and to occasionally send you information and offers which may be of interest to you. Should you not wish to receive such offers, please write to us at our contact address.

Information is shared with a) our bank b) our partners c) involved third parties, e.g. Insurance, credit cards etc. When paying by credit or debit card we pass your card details to our bank for authorisation of the transaction and for payment. We do not disclose your details to any other person without your consent unless there is an emergency situation that requires it or we are legally required to do so.

## **16. Disclosure**

By agreeing to these terms and conditions you are agreeing to abide by all of our site policies.

## **17. Liability**

Unless required by law, we will not be liable to you for any loss of profit, loss of business or loss of goodwill or for any indirect or consequential losses whatsoever and our maximum liability shall be no more than to refund the amount paid by you for the holiday.

We shall have no liability to you for any failure to perform any of our obligations under the contract if and to the extent that the failure is caused by act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to trade dispute, shortages of labour or materials or breakdown of machinery or any other matter (whether or not similar to the foregoing) outside of our control.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any right you may have as a consumer under local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **18. Third Party Rights**

No person (except you and us) shall have any rights pursuant to the Contract (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these terms and conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

## **19. Governing Law**

These terms and conditions shall be governed and interpreted exclusively according to the laws of England. We and you agree to submit to the exclusive jurisdiction of the English Courts in relation to any matters of dispute arising out of or in connection with these conditions provided that we may, at our option, take proceedings in the courts of the state or country in which you are domiciled including action to obtain any remedy (including injunctive relief).

The contract between us shall be concluded in the English language.