

LAKEWOOD COTTAGES

TERMS AND CONDITIONS

Booking Terms and Conditions

1. THE CONTRACT

The Contract for a short-term holiday rental between Lakewood Cottages (referred as "Lakewood Cottages or We") and the person making the booking and all members of the holiday party (referred to as "the Customer, Guest or Your or You") in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival. We must be provided with a list containing the names and ages (if under 18) of all guests.

2. PAYMENT

A deposit of £100.00 per week is payable on booking. THE BALANCE IS DUE SIX WEEKS PRIOR TO THE FIRST DAY OF THE HOLIDAY. When a booking is made less than six weeks before arrival THE FULL COST OF THE HOLIDAY IS PAYABLE IMMEDIATELY.

The booking is confirmed following receipt of the Deposit (which is non-refundable) and you are then contracted to pay the balance of the holiday cost when it becomes due.

3. CANCELLATION

For bookings placed post 1st April 2023 these new Terms and Conditions apply to cancellations

- a. If your booking has to be cancelled because Lakewood Cottages is put under Government Restrictions and has to close and the period of closure covers Your booking – **You will be refunded in full.**
- b. In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking – **You will be refunded in full.**
- c. If your booking has to be cancelled because Lakewood Cottages has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, fire, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing

a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking – **You will be refunded in full.**

d. **Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Lakewood Cottages for any reason.**

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property. If We re-let the property then a refund will be made less the deposit which is non-refundable. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

e. Cancellations must be notified to Lakewood Cottages by phone and email and once received in writing we will confirm the cancellation request.

In order to ensure speedy receipt, and thereby processing, of cancellations, Lakewood Cottages recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Lakewood Cottages. Any amounts due for refunding will be made within 14 days.

h. It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Lakewood Cottages strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

4. PERIOD OF HIRE

Holidays start from 4.00 pm on arrival day and end at 9.30 am on departure day. Failure to do so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period except by prior agreement by Lakewood Cottages. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period. Shorter breaks can be accommodated at Lakewood Cottages discretion.

5. NUMBER OF PERSONS USING THE PROPERTY

Bookings are accepted on condition that no more than the maximum number of persons as indicated in the brochure/website details shall sleep overnight in the property, except by prior agreement with the owners. Our properties are principally designed for family holidays and we reserve the right to refuse any booking which may in our opinion, by reason of numbers or composition, be unsuitable for the property concerned. To clarify, our guests are more than welcome to have visitors during the daytime whilst they are staying with us. But we do not allow large groups to visit for parties, celebrations, events etc. The use of the hot tub at Stable cottage is explicitly for the use of those guests booked and staying within Stable cottage and not for any visitors. We reserve the right to refuse admittance if these conditions are not observed.

6. SUPERVISION

There must be at least one capable and responsible adult over the age of 18 in every Cottage. You are responsible for the full active physical supervision of all members of your party under the age of 18 at all times. This is particularly important around the lake and woodland, fire globe area, hot tub, summer house and surrounding farmyard.

7. ELECTRIC VEHICLE CHARGING POLICY

About this policy

This policy sets out how Electric Vehicles (EV) should be recharged while at the Property and the responsibilities of EV owners in respect of safe charging.

Any reference to "Property" in this policy is a reference to the Property including any garden, grounds, outbuildings or communal spaces.

This policy forms part of our contract with you. A breach of this policy will constitute a breach of the contract between us.

Who does this apply to?

This policy applies to all members of the Booking Party. No one who is not booked into the property can use the EV Chargers at the Property. It shall be the responsibility of the Lead Guest to inform all members of the Booking Party and any visitors of this policy.

What is an Electric Vehicle?

For the purpose of this policy an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all its power from rechargeable batteries which requires connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.

Domestic charges are not permitted at the Property

Most EVs are supplied with a domestic charger, commonly known as a 'granny charger' or a 'trickle charger'. These cables recharge the EV using a domestic power source via a 3-pin wall socket.

Domestic chargers are not suitable for use in the Property and will create a fire hazard. **The use of domestic chargers is strictly forbidden.**

We retain the right to carry out reasonable inspection, on a without notice basis, to ensure that granny chargers are not in use in the Property.

You are solely liable for any damage or loss suffered by us as a result of your unauthorised use of domestic chargers.

Dedicated charging points

The Property has a dedicated charge points (DCP) located outside the Biomass Boiler Room. It has a Type 2 Connector. One car at a time can be charging.

DCPs are exclusively for the use of the Booking Party, our staff and approved contractors. Visitors to the Property who do not comprise the Booking Party are not permitted to use the facilities without our express permission.

DCPs are subject to fair usage and reasonable energy consumption charges for a small weekly fee per car payable when booking.

You must not:

- (a) use a DCP if you are not authorised to do so;
- (b) use any splitting cables or modify the DCP in any way;
- (c) smoke in the vicinity of any DCP;
- (e) occupy a DCP once charging of the EV is complete.

We do not guarantee the availability of a DCP and unavailability of the DCP shall not constitute a breach of our Guest Terms.

Authorisation for the use of a DCP during your Stay must be made prior to Booking. We reserve the right to withdraw this authority at any time and for any reason.

Use of the DCP is at the owner's own risk and we do not accept any liability for loss or damage sustained by you or your EV as a result of using the DCP unless the damage was caused directly by our negligence.

You shall be responsible to us for any damage to the DCP or loss suffered by us caused by your use of the DCP.

8. LIABILITY

Lakewood Cottages, its employees and representatives shall accept no liability for any loss, damage, sickness or injury howsoever caused which may be sustained during the holiday to You or any member of Your party, or invited person, or any car and its contents, or any possession of You or any member of Your party as defined above.

9. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonably clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the properties. We recommend that you have insurance in place to cover this.

10. DAMAGES & BREAKAGES

Lakewood Cottages will repair/replace any damage/breakdown caused by general wear and tear.

If there is any accidental or malicious damage caused then you are required to reimburse us for replacement, repair or extra cleaning costs at Lakewood Cottages discretion.

11. WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service. Due to our location Wi-Fi may be intermittent and download speeds can be slow.

12. RIGHT OF ENTRY

You will permit the owner with or without workmen or others, at reasonable times to enter, inspect and if necessary, carry out repairs to the property or equipment. You must to assign or part with possession of the property, part of it, or anything contained in it. Nor must you use the property for anyone other than the holiday occupation by the persons named on the Booking Form.

13. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

14. DRONES, NIGHT LANTERNS AND FIREWORKS

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are expressly forbidden.

15. PETS

Sorry not pets allowed.

16. EQUIPMENT

Each property is fully equipped to the English Tourist Board standards or above. All bedding is provided (except for baby bedding) and towels are provided.

All descriptions, advertisements and representations are made in good faith, but Lakewood Cottages reserve the right to make changes or alterations to the property, as they deem necessary.