

The Lodge At Larks Rise Booking Terms and Conditions

For the purpose of these Terms and Conditions:-

- the 'Owners' shall mean the owners of the Property
 - the 'Property' shall mean The Lodge at Larks Rise GL54 3BH
 - the 'Holidaymaker' shall mean the person making the booking. If that person is not staying in the property, then a key person is designated and agreed by all parties.
1. The Contract of Hire shall be between the Holidaymakers and the Owners and is subject to the following Terms and Conditions
 2. A deposit of 25% of the rental or full rental payment is required at the time of booking. If the booking is made 8 weeks or less before the commencement of the holiday the full rent should be submitted at the time of booking. The Holidaymaker becomes liable to pay the balance of the rental for the holiday 8 weeks before the commencement of the holiday. Non-payment of the balance monies, when they become due, will constitute cancellation of the holiday and will lead to forfeiture of the deposit payment.
 3. The effective date of cancellation shall be the date that it is received by the Owners. If the cancellation is made more than 8 weeks before the commencement of the holiday only the deposit shall be forfeited, unless the Owners relet the property, when the deposit will be returned minus an administration fee. If the cancellation is made less than 8 weeks prior to the holiday, the full rental charge will be incurred, unless the Owners are able to relet the Property for the whole rental period. The Holidaymaker is advised to take out Holiday Cancellation Insurance Cover.
 4. The Holiday or period of hire shall commence from 4pm on the day of arrival and terminate at 10.30 am of the day of departure, unless otherwise expressly agreed. Failure to either arrive on the arrival day or notify the Owners may constitute cancellation by the Holidaymaker.
 5. In no circumstances may the number of people occupying the Property exceed the number agreed with the owners. The owners reserve the right to refuse entry or terminate the Hire without notice if this condition is not observed, or refuse to hand over the Property to any person who, in the Owners reasonable opinion, is not suitable to take charge. In such cases, rents will not be refunded and all liability of the Owners shall cease.
 6. Whilst the Lodge is secluded and has its own driveway, it is accessed through the Grounds of Larks Rise. No other persons other than those accepted via the booking form may be invited onto the Property by the Holidaymaker without the prior consent of the Owner.
 7. Children under 12 are accepted only on the condition that they are supervised inside the Lodge and outside in the Grounds of Larks Rise by an Adult at all times, and that the Log Burner in the Property is not used at any time during the Holiday.
 8. The Lodge is a non-smoking area. Smoking may only be permitted in the car parks at Larks Rise. If any Holidaymaker is found to have smoked inside the Property, a deep cleaning fee of £50 will be levied.
 9. We regret we cannot accept pets as we have a small dog and cat of our own at Larks Rise.
 10. Baggage and Personal Belongings are at the Holidaymakers risk at all times, and no responsibility can be accepted for loss of or damage to any vehicle or its contents.
 11. The booking is accepted on the understanding that the Property is available to the Holidaymaker on the dates stated. If for any reason beyond the Owners control the property is not available, the Owners shall return all monies received in total and there will be no further liability to or by the Owners.

12. The person making the booking warrants that he/she is authorised to agree to the Terms and Conditions by all others occupying the Property and that he/she is responsible for seeing that all those occupying the Property comply with the Terms and Conditions.
13. The Holidaymaker shall at all times maintain the Property and its contents in a clean and tidy condition. The Holidaymaker is expected to leave the Property in the same state of cleanliness and order in which it was found. An additional charge may be made if extra cleaning is required. The Holidaymaker shall be liable to the Owners for any Loss, Costs, Expenses or Claims arising out of damage caused to the Property and/or its contents. Unreported damage or loss will be charged for at cost.
14. In the unlikely event that the Holidaymaker for any reason is dissatisfied with the Property the Owner or his Representative must be informed so that the problem can be investigated immediately. Failure by the Holidaymaker to notify any Complaint prior to departure will entitle the Owners to refuse to entertain the complaint, irrespective of its merits, as it will be appreciated that it will then be impossible for the complaint to be effectively investigated. Under no circumstances will the Owners liability exceed the Rental paid for the Property.
15. The Holidaymaker is responsible for the return of any key or keys made available during the Holiday period. Failure to return all keys will render the Holidaymaker liable for the cost of replacement lock/s and key cutting.
16. The Owners or their Representatives shall be allowed access to the Property at any reasonable time during any holiday occupancy, having given notice where possible.
17. Whilst the Owner has used his best endeavours to ensure accuracy of all descriptions and information supplied, and details of the Property is given in good faith, no warranty is given or implied as to their accuracy. The Owners do not accept responsibility for any Loss or Damage resulting from information given or statements made whether orally or in writing.
18. The Owner gives no guarantee or warranty as to the state or condition of the Property and its contents. The Owners will not be liable for any act, neglect or default on their or any other persons part, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property which the Holidaymaker or any other person may suffer or incur. Although the Owner will use his best endeavours to fix any broken domestic appliances or other equipment/contents as soon as possible, the Holidaymaker acknowledges that due to the limited period of hire it may not be possible to repair such items during the period of hire.
19. The clauses of these Terms and Conditions shall operate on the basis that the terms and conditions and provisions contained within them shall be several so as to have effect as separate and distinct rights, provisions and obligations independently of others. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or similar legislation, the unenforceable provision shall not affect the validity of the remaining portion of these Terms and Conditions, which remain in force as if the unenforceable provision had been eliminated. Nothing contained in these conditions shall exclude the Owner from any responsibility which he has in Law insofar as it is competently varied or excluded and these conditions shall be read and construed accordingly. Only English Law shall apply to all contractual obligations arising out of these Terms and Conditions.
20. These Terms and Conditions are valid from October 2008

Signed..... Dated.....

Date of Holiday: