

Forest Lodge Cottages
Forest Lodge
Castleton
YO21 2DZ

www.forestlodgecottages.co.uk

Terms and Conditions

30 June 2020

Please read these terms and conditions in full, they are here to protect you and us.

These terms and conditions (**T&Cs**) together with your request for booking and our booking confirmation set out the entire agreement between you and us for the supply of our services to you so please read them in full. We intend to rely upon these T&Cs.

1. Definitions

In these T&Cs:

booking confirmation means the confirmation in writing of your booking with us whether sent to you by us, by our agent, Yorkshire Cottages, or by one of our agent's sister brands or partner sites

Forest Lodge means Forest Lodge, Castleton, North Yorkshire YO21 2DZ;

Forest Lodge Cottages or **Cottages** means the three cottages at Forest Lodge, Castleton, North Yorkshire YO21 2DZ known individually as North Range, Dale House and Coltus Lands;

request for booking means your request for booking whether submitted to us, to our agent, Yorkshire Cottages, or to one of our agent's partner sites (and whether submitted online, by email or by telephone)

we means Charlotte Fallon and Roland Jupp, the owners of Forest Lodge and **our** and **us** shall be construed accordingly;

Yorkshire Cottages means Vacation Rentals (UK) Ltd, trading as Yorkshire Cottages;

you or **lead booker** means the person(s) in whose name a booking of one or more Cottages is made and **your** or **lead booker's** shall be construed accordingly;

your party means you and all of the persons occupying a Cottage booked by you;

your visitors means anyone visiting you or any member of your party at Forest Lodge;

references to:

- **paragraphs** are to paragraphs of these T&Cs;
- the **singular** include the **plural** and vice versa;
- one **gender** include all genders;
- a **person** include any individual, firm, company, agency, partnership or other body (with or without separate legal personality);

- the words ***other, includes, including, in particular*** and words of similar effect shall not limit any general words which precede them and any words which follow them shall not be limited in scope to the same class as the preceding words;
- ***in writing*** include email.

2. Bookings

Please ensure that you and all members of your party read and understand these T&Cs before making a booking request. A copy of these T&Cs is available on, and can be printed from, our website.

By making a booking request (whether to us directly or through a booking agent), you and all members of your party agree to be bound by these T&Cs and by the terms of any booking confirmation provided to you by us (together the ***Contract***). You shall use all reasonable endeavours to procure that all members of your party act in accordance with the Contract.

Our acceptance of your booking request is at our absolute discretion and will only take place once you receive a booking confirmation.

We reserve the right to change these T&Cs at any time. Any changes will apply to any booking made after the changes are uploaded to our website.

3. Contracting party, numbers and identity of guests

Our Contract is with you and no one else. By making a booking request (and becoming the lead booker) you confirm that you:

- are over 18 and, if you will not be attending with your party, that at least one of the persons attending will be over 18 at the time of the stay;
- have the authority of all persons within your party to book on their behalf;
- accept these T&Cs; and
- agree that you will be responsible for any loss or damage caused by you or any member of your party.

For health and safety and insurance-related reasons we can only accept numbers advertised for each Cottage on our website. We may be able to accommodate additional infants upon request.

Your booking request must include your full contact details (name, address, telephone and email address) and total numbers of adults, children and infants making up your party. If you will not be attending with your party, you must specify this at the time of making your booking request.

If you wish to add people to your party, please contact us with details of your requested alterations or additions by no later than 5 business days in advance of arrival. We will use our reasonable endeavours to satisfy requests but shall be under no obligation to do so. We reserve the right to refuse admission to, or to require vacation of, Cottages where alterations or additions have not been notified to us and agreed with us in accordance with these T&Cs.

4. Deposits and payment

For bookings made with us directly more than one month before the date of arrival, we require a (non-refundable) 10% deposit against the cottage rental cost with the balance payable one month before arrival. For bookings made with us directly less than a calendar month before the date of arrival, we require 100% of

the cottage rental cost upfront. For bookings made through our agent, Yorkshire Cottages, or one of their sister brands or partner sites, we require payment of the cottage rental cost and any agreed deposit in accordance with their payment and deposit terms.

If we do not receive payment of the cottage rental cost, or any element of it, by the due date, we have the right to cancel your booking and you will forfeit any non-refundable deposit paid.

For bookings made through us directly, we ask for payment by bank transfer. We are not currently set up to accept credit or debit cards.

When you make your booking, you will be required to provide us or our agent with credit or debit card details in order for us to take a pre-authorisation in an amount equal to £150 per Cottage the subject of your booking or 10% of the total rental costs for your booking (whichever is the higher) (a **pre-authorisation** and the **pre-authorisation procedure**). Should a pre-authorisation expire during your stay, the pre-authorisation procedure will be repeated such number of times as is necessary to ensure that a pre-authorisation is in place until such time as you have checked out of the Cottage or Cottages the subject of your booking and our changeover procedures have been completed (not to be unreasonably delayed). This card will be used for any post-stay charges such as additional cleaning or breakage charges (see below). We reserve the right to require a deposit rather than a pre-authorisation at our absolute discretion.

5. Groups and single sex groups

Group and single sex bookings are welcome in our Cottages on condition that guests respect the need for privacy and quiet by other occupants of Forest Lodge, our neighbours and the neighbouring wildlife. The Cottages are not suitable for stag, hen or other groups looking to play loud music or use our facilities for parties. We reserve the right to require that Cottages are vacated if the need for privacy and quiet is not respected.

6. Arrival and departure

In response to COVID-19 guidelines and additional cleaning requirements, until further notice check in time is from 5pm on your agreed date of arrival and check out is by 9am on your agreed date of departure.

In exceptional circumstances (e.g. if a Cottage has been left in an unacceptable condition by previous guests) we may need to delay your check in time. If so, we will do our best to make you aware of this and to provide you with facilities for storing luggage until you are able to check in.

We want all our guests to find Cottages in a clean, tidy and welcoming state on arrival. We politely remind you that our Cottages are self-catering and must be treated with care and left in a good state of cleanliness and tidiness on your date of departure. This includes leaving bins emptied (and other recycling or rubbish disposed of) in the appropriate outside dustbins, sinks and fridges clean and empty, and bedrooms, bathrooms, living areas and outside space (including log burners and barbecues) in a clean and tidy condition and free of litter. We may charge a £95 per Cottage cleaning fee to you post departure for any Cottage the subject of your booking that is not left clean and tidy with rubbish disposed of appropriately. In exceptional circumstances the cleaning fee may be higher.

The cost of replacing or repairing damaged or broken items such as crockery, furniture and/or damage to the Cottages themselves (or to Forest Lodge more generally), is the responsibility of our guests. By submitting a booking request, you agree to bear the costs of repairing and reinstating breakages or damage caused by you, any member of your party or any person attending the Property at your invitation or at the invitation of anyone in your party. Any credit or debit card supplied at the time of booking may be used to meet such costs. We reserve the right to recover such costs from you separately to the extent they are not, or cannot be, charged to such credit or debit card.

7. Use of Cottages

Our Cottages are for holiday rentals only and may not be used for any other purpose unless agreed by us in writing in advance of your stay. This term is of the essence to our Contract with you and prohibits, among

other things, business use (e.g. use of Cottages in order to accommodate workers or employees) and use by an insurer, or their agents, in order to provide accommodation to an insured party (and/or use by an insured party themselves if booking directly).

If you or any member of your party wishes to use our Cottages for any legal purpose other than holiday rental, you must contact us with details of the requested use by no later than 5 business days in advance of arrival. We will consider such requests but will be under no obligation to agree to them. For the avoidance of doubt, neither our Cottages, nor Forest Lodge more generally, may be used for any illegal purpose.

We reserve the right to refuse admission to, or require vacation of, Cottages if this term is not complied with.

You agree to make good any loss or damage resulting to us, to other occupants and/or neighbours of Forest Lodge (whether or not present at the time of your stay), to any Cottage and/or to Forest Lodge more generally, and we are not responsible to you for any loss or damage arising to you, any member of your party or any of your visitors, if you, any member of your party or any of your visitors uses our Cottages for any purpose other than holiday rental.

8. Pets

Pets are not permitted in the Cottages or more generally at Forest Lodge.

9. Smoking

Smoking is not permitted in the Cottages, in communal areas such as the car park, courtyard or children's play area or in the fields at Forest Lodge.

[Smoking is permitted on the terraces at Dale House and North Range provided that matches, cigarette ends, papers and cartons are disposed of in the appropriate bin.]

We reserve the right to make a reasonable charge where you, any member of your party or your visitors have contravened our request that the Cottages be smoke-free and that the Cottages and Forest Lodge generally be free of smoking-related litter.

10. Health & Safety

Our Cottages are converted farm buildings and lie in the heart of the North Yorkshire Moors. If you or any member of your party have any special requirements regarding access, please let us know in your booking request.

Children must be supervised at all times.

We cannot accept responsibility for any damage or injury caused by plants, wildlife or weather.

All guests should note that the flagstones in our courtyard are uneven and may be slippery, particularly in wet or cold weather.

There is an unfenced pond at the top of the courtyard which is deeper than you might think; please make sure to stay away, and that younger guests in particular stay away, from the mossy edges.

There is also a (stone-covered) water tank on the hillside in the field above the courtyard fed by the same spring as the pond; again, please make sure to stay away, and that younger guests in particular stay away.

Our septic tank is clearly fenced off. Please ensure that none of the members of your party go beyond the fencing.

Each Cottage is equipped with a barbecue and log burner which you may use at your own risk as long as such use is consistent with, and not prohibited by, the terms of any fire alert or ban issued by the North York Moors National Park Authority, or any other relevant local or national authority.

[Smoking on terraces at Dale House and North Range is permitted at your own risk, again, provided that such use is consistent with, and not prohibited by, the terms of any fire alert or ban issued by the North York Moors National Park Authority, or any other relevant local or national authority.]

The following activities are not permitted at Forest Lodge:

- smoking in the Cottages or in communal areas;
- the use of helicopters, drones, quadcopters and other airborne devices;
- shooting or otherwise seeking to impair or impact the neighbouring wildlife;
- barbecues other than using the equipment provided;
- driving any cars or other motorised vehicles through the courtyard;
- bonfires and fireworks;
- any activity which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.

11. Parking and bike storage

There is a car park for guests, immediately on the left on arrival. The gravelled area below the car park provides spill-over capacity for two further cars. Please avoid parking elsewhere, in particular on grass, patio tiles and flagstones. If your party has a large number of cars, please be sensitive to the needs of others.

Bikes can be stored in the garage at Forest Lodge upon reasonable notice. Please let us know your requirements when booking or prior to arrival.

12. Septic tank

Forest Lodge is serviced by a septic tank. Please ensure that any cleaning materials used in the Cottages are septic tank friendly and that nothing other than toilet paper is put down the toilets.

13. Log burners and barbecues

Each of our Cottages is equipped with a log burner and (from late Spring through Summer) a barbecue. Please see above under "Health and Safety" regarding use of these. Each Cottage also has a complimentary basket of logs, firelighters and kindling and (depending on the season) a complimentary bag of charcoal for the barbecue. All cottages have independent modern heating systems and do not depend on the log burners for heating. If you require extra logs etc or additional charcoal bags then these can be supplied to you at cost on reasonable notice.

14. Cancellation and changes

For bookings made with us directly:

- if you cancel your booking more than one month before the arrival date, you will forfeit your 10% deposit but will not be liable for any additional amounts;
- if you cancel your booking less than one month before the arrival date, you will be liable to pay the full rental cost for your Cottage and will not be eligible for a refund.

For bookings made through our agent, Yorkshire Cottages, or by one of our agent's sister brands or partner sites, their cancellation terms will apply.

We will consider exceptional circumstances on a case by case basis.

We do not expect to have to make any changes to a confirmed booking. However, sometimes problems happen and bookings have to be changed or cancelled, or mistakes corrected. We reserve the right to do this. If we do need to do so, we will contact you as soon as reasonably practicable and, where possible, will ask Yorkshire Cottages to find alternative accommodation for you and your party. You will receive a full refund from us in these circumstances but we will have no further liability to you.

15. Personal possessions

We are not liable for damage to or theft of your personal possessions and we encourage you to ensure that you have adequate cover under your existing home contents, travel or other applicable insurance policy for the length of your stay, especially for valuable items such as tablets, phones, cameras, jewellery, bikes etc..

16. Liability

In all cases except personal injury or death caused by our negligence, fraud or fraudulent misrepresentation, our maximum liability to you for the total of all claims arising out of your Contract with us shall be no more than to refund the amount paid by you for your stay less any cancellation, amendment or other separate charges.

17. Your obligations

Without prejudice to the generality of these T&Cs, we kindly ask you to note that:

- no furniture, furnishings, bedding, plates or cutlery etc should be moved from or between any of the Cottages and no items are to be taken at all without prior agreement. Items removed will be charged for;
- you must not do anything that may reasonably be considered to cause a nuisance or annoyance to any other occupier of Forest Lodge or neighbouring premises. We may require you and your group to vacate the Cottages if you are too rowdy;
- flowers and plants are not to be picked or pulled up and you must not litter the area;
- you agree to report and pay to us the cost of any damage or breakages made during your occupancy; and
- you must also comply with any other regulations which we reasonably make from time to time and notified to you from time to time during your stay and ensure that they are observed by you, all members of your party and your visitors.

18. Complaints

Should you have cause for complaint we would really like to know as we would like all our guests to have an enjoyable stay with us and so that we have an opportunity to put things right.

It is essential that you let Yorkshire Cottages, as our agent, know about any problems you encounter as soon as possible during your stay.

After your stay, if you feel that your complaint has not been properly resolved, please contact Yorkshire Cottages (or us if you booked directly through us) in writing within 28 days of departure with all the details of your complaint.

Due to data protection, we are only able to discuss complaint and booking details with the lead booker.

19. Miscellaneous

We will not be legally responsible, either jointly or individually, for compensation if we are prevented from carrying out our responsibilities under the Contract as a result of events beyond our control.

We have the right to refuse to hand over a Cottage, or to end your stay after the keys to a Cottage have been provided to you or accessed by you, if the unreasonable behaviour of anyone in your party (or of any of your visitors) is likely to cause offence to, or to spoil the enjoyment, comfort or health of, other occupants of Forest Lodge, members of staff or neighbours, or if we have reasonable cause to believe you or any member of your

party have caused, or will cause, loss or damage to the property, its services or facilities or have otherwise breached, or will otherwise breach these T&Cs. If this happens our Contract will end, you will have to leave the property immediately, no refund will be given and we will have no further responsibility to you. You may, however, be responsible for any costs, loss or damage we suffer as a result of your behaviour (and provisions in these T&Cs permitting us to recover such costs, loss or damage from you will remain in force).

We will communicate with you in connection with your booking and the Contract using the contact details provided by you at the time of your booking request. You and we agree that any dispute or claim arising under the Contract will be governed by English law and will be dealt with exclusively by the courts of England (**English courts**). You undertake not to contest in any court in any jurisdiction, the enforcement of any judgment of the English courts against you on the ground that the English courts did not have jurisdiction over you or that service or process was invalid or ineffective or resulted in you not having due or adequate notice of the proceedings.

If your booking with us is made otherwise than directly through us, the terms of the Contract shall (except where these T&Cs specifically state otherwise) prevail over the terms of any agreement you may have entered into with any other person in connection with your booking in the event of any conflict or inconsistency.