

## Terms and Conditions

Thank you for your booking into Herdwick Heft. When you make the booking for this property, you are entering into an agreement with us according to the Terms and Conditions detailed below.

These terms and conditions are provided to you at the initial booking enquiry or via the email attachment to an email enquiry. In addition, they are re-sent to you with your reservation confirmation email.

**Booking Reservation and Confirmation:** Your booking is reserved once we have received your deposit and a reservation email has been sent to you. Your booking is confirmed once we have received full payment for your stay and the Security Bond and a Reservation email has been sent to you. Please check your written confirmation and dates carefully as soon as you receive it.

**Arrivals:** Your accommodation is available to you from 4.00 pm on the day of arrival, unless otherwise explicitly pre-arranged. Please let us know if you plan to arrive after 7.00 pm.

**Keys:** You will be provided with one set of keys to the property.

**Departure:** Please vacate your accommodation by 10.00 am prompt on the day of departure, which also includes vacating the parking space, too. Please close and lock all windows, turn down the heating to 10 on the thermostat, and leave the key locked in the Key Safe outside the front door and scramble the lock numbers.

**Cancellation and Insurance:** Once you have booked your stay, our agreement is a legal contract and any deposit that you have paid is non-refundable. If you need to cancel, please contact us immediately by telephone AND email. For cancellations made 6 weeks or more before your arrival date, you will not be liable for the balance. However, the deposit remains non-refundable. Once the final balance has been paid (6 weeks prior to your arrival date), cancellations made after this time or by failing to honour the booking without cancelling, then you will be liable for the total cost of the stay. For this reason, you may wish to take out holiday cancellation insurance.

**Non-availability:** We would only cancel your booking if your accommodation was unavailable for reasons beyond our control. We would attempt to offer you alternative accommodation. However, if this was not possible or unacceptable to you, then we would refund all monies paid by you. Our liability would not extend beyond this refund.

**Prices:** The price includes self-catering accommodation for up to 2 adults over 21 years of age. This price includes normal levels of usage of all utilities and equipment. Penalty charges (see below) are made where unnecessary or unreasonable costs are incurred due to misuse or undue wear and tear. Unless clearly stated in the booking confirmation, all extras are additional.

**Security Bond:** You will be required to lodge a security bond of £100. which will be returned to you once the property has been checked on departure, subject to the deduction of any Penalty Charges (see below). Bonds lodged by cheque will not be cashed unless necessary.

**Payments:** The deposit and balance are payable by Bank transfer or cheque. For all bookings, we require a non-refundable deposit of £200. Once the deposit funds are cleared, we will send you an email confirming the booking and the due date and amount of the outstanding final balance. The final balance is due 6 weeks before your arrival date. Non-payment of the final balance when it becomes due or failure to lodge the Security Bond will constitute cancellation for the holiday and forfeiture of the deposit.

**Guest Details:** To confirm details of your reservation, the details of both guests who are staying in the property must be given to include full names, address(es), and telephone numbers. Anyone else will be refused admittance.

**Occupancy:** Maximum occupancy is for 2 adults, and these must be the same two adults for the duration of the stay unless expressly agreed at the time of booking with the owner. The accommodation is offered only on the strict understanding that no more than two people shall use it. We reserve the right to refuse or curtail any booking where it subsequently transpires that information has been withheld from us either about the numbers in the party or its composition. In this event, no monies shall be refunded because it will be considered a breach of contract on your part.

**Children and Pets:** Herdwick Heft is for two adults over 21 years of age only. Children and babies are not permitted. Young adults (aged 18 to 21) may be accommodated by express prior individual agreement only. Pets are not permitted in the property or grounds.

**Access:** The property owner must be allowed access to the property at any reasonable time for essential maintenance, inspection, or in an emergency, whether or not you are present at the time. If possible, prior arrangements will be made with you, but this arrangement may not always be practical or possible.

**Forfeiture:** In any of the following eventualities, you will be expelled from the property and not allowed to return. There will be no repayment of any monies because you will have breached our contract as follows:

- If any pets or animals whatsoever are deemed to have been on the premises.
- If any children are deemed to be utilising the property or facilities.
- If smoking, e-cigarettes/vapour dispensers, or naked flames have been permitted in the property or grounds.
- If you do anything which may reasonably be considered to cause nuisance or annoyance to the occupiers of the adjoining or neighbouring premises.

**Property Description:** Every effort is made to ensure the accuracy of the information given either verbally or written and all representations are made in good faith. Bookings are accepted on the understanding that you have read the description on the current website.

**Parking:** Although private parking is available, we cannot fully guarantee the availability of the parking areas. Since this is a tourist area, there are occasional times when cheeky tourists park in private areas. If you have to park on the public highway, we cannot be held liable for any parking charges or fines.

**Liability:** We do not accept any liability for any damage, loss, or injury to any member of your

party or any vehicle or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors while acting in the course of employment.

You are responsible for the property for the duration of your stay. This responsibility means that you must keep all furnishings and fittings inside and outside of the property in a comparable state of repair and condition as it was at the beginning of the stay. The property cleanliness must be left in the same state as you found it. Breach of these conditions will result in a deduction from your Security Bond or an additional claim against you as a result of any damage or loss.

**Penalty Charges:** We reserve the right to make a deduction from the Security Bond to cover the costs of the following examples but not exclusively:

- Breakages and damages to premises or contents.
- Inappropriate discharge of fire safety equipment.
- Loss of keys.
- Unusual level of cleaning required such as upholstery, floors, dry cleaning, or stain removal.
- Missing items also including towels or linens.
- Call-outs caused by guests for heating, hot water issues, toilet or drain blockages.
- Excessive use of utilities such as gas and electricity.

Where additional costs are incurred, you will be invoiced separately and in addition.

**Data:** Any data gathered during the course of this booking may be held on the computer by the owners and used by them for administration, customer services, or marketing purposes. It will not be passed to a third party.

**Complaints or Issues:** Any defects or issues should be reported immediately to the owner at the earliest opportunity so that it can be rectified and any further damage or inconvenience avoided.

**Force Majeure:** Compensation will not apply where we cannot fulfill our obligations due to circumstances beyond our control. These circumstances would mean any event that we cannot reasonably foresee or which are beyond our control such as riots, war or threat of war, terrorist activity, civil strife, natural or nuclear disaster, industrial dispute, adverse weather conditions, fire, epidemic or health risk or similar factors.