

BOOKING & CANCELLATION CONDITIONS

The '**Occupier**' is the person named on the booking form, and he/she is responsible for the obligations and conditions of hire. The '**Owner**' is Fynn Valley Lodges Ltd trading as Fynn Valley Holidays.

Booking & Payment:

1. Telephone/ Internet/ Email Bookings will be held provisionally for up to 7 days until receipt of payment. Bookings submitted via our online reservation system will automatically send you a generated booking summary to the email address you have provided. This does not form a contract between us. A contract shall only arise once your booking subsequently confirmed in writing by us (either by email or letter).
2. Bookings must be made by those aged 18 years and over.
3. A non-refundable booking deposit of 25% of the cost of the holiday must be paid within 7 days of making your provisional booking and can be paid securely by debit card or credit card. Payments can be made by credit or debit card online via SagePay or PayPal or over the telephone. Payments must be in GBP. No other currencies will be accepted. We do not accept Amex or Diners cards or cheque payments.
4. The booking is only confirmed after the deposit is received and a Booking Confirmation email sent from the Owner to the Occupier. We will contact you by email unless you advise that you would prefer to be contacted by post. You should read the confirmation details carefully and contact us immediately if anything is incorrect. When a deposit has been made for your holiday you agree to our Booking & Cancellation contract and all terms included.
5. The balance of the rent plus a £100 refundable damage deposit amount is payable six weeks before the start of your holiday. For bookings made less than six weeks before the start of your holiday, the total is payable (full rental fee and refundable damage deposit) at the time of booking. If the balance of the rent is not paid by the due date, Fynn Valley Lodges Ltd. is entitled to cancel the reservation and the Occupier will forfeit the deposit. We will attempt to re-let the property, but should it remain empty the occupier will also be liable for the remaining balance. Rental prices may increase or decrease over time but you will be charged the price quoted on the website at the time of booking.
6. All payments are non-refundable.
7. **Your booking DOES NOT include holiday insurance. We therefore recommend that you take out Holiday Insurance to cover you in the event that you have to cancel or terminate your holiday unexpectedly.**

Covid Policy:

1. For all bookings affected by future **Covid-19 Government restrictions on travel**, these are the options open to you;
 - Re-booking the same property for a future set of dates, without any administration charge. Please note, if the new dates are higher rental price, then the difference will be payable.
 - Cancel your booking and receive a full refund.
2. **You will not be entitled to a refund, or to move your holiday dates if you have to cancel your holiday because either you, or a member of your party have tested positive for Covid19. We highly recommend that you take our Travel Insurance to cover you for this eventuality. It is your choice if you opt not to take out Travel Insurance. We will not be liable to the cost of your holiday.**

Use of the Property:

1. The Occupier will usually have access to the property from 4pm on the arrival day. Arrival time is before 5.30pm, after which time alternative arrangements will be made for key collection. We request that you notify us in advance of your approximate arrival time.
2. The Occupier must depart the property by 10am on the departure day unless a later time is given by the Owner. If you are late departing the property, you may be charged an additional fee.

3. The Occupier must abide by the arrival and departure times provided by the Owner.
4. All children (under 18) staying at the property must be accompanied by their parents or legal guardians at all times.
5. No furniture, bedding, plates or cutlery are to be moved between lodges.
6. All properties are non-smoking & we do not allow pets, with the exception of assistance dogs by prior arrangement.
7. The Occupier shall not pass the booking to another party and **shall be in residence at the property during the whole of the letting period**. No sub-letting is permitted.
8. The Occupier must notify the Owner of **any changes to the number of people staying at the property in writing before the booking starts** and pay the additional charge associated if applicable.
9. Should the number of guests staying at the property exceed the number of guests stated on the Booking form, **the Owner reserves the right to terminate the Occupier's stay**. Alternatively, an additional charge will be payable (an additional £50 per guest) from the Occupier's Security Deposit. No more than 6 guests are permitted to be in residence in any of our lodges at any one time.
10. **The Owner reserves the right to terminate the Occupier's stay if they or members of their party display unreasonable behaviour, cause nuisance to other parties or damage to the property, or if the number of persons occupying the property exceeds the maximum stated**. The contract is personal to the Occupier.
11. **The Occupier must notify the Owner of any visitors during their stay**. Visitors are restricted to a maximum of **4 additional persons per lodge at any one time**. **Cars are restricted to three cars per lodge** at any one time. Both are to ensure minimum disruption to other guests on site. The Owner reserves the right to ask any visitors to leave should these numbers be exceeded or if the Owner deems it necessary due to noise disturbance or misuse of property.
12. The property shall not be used for any commercial purposes.
13. This booking is granted by the Owner to the Occupier for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the parties. The Occupier is granted the right to occupy the property for the holiday period specified, but the Occupier has no right to remain in the accommodation after this time and shall not be entitled to any statutory security of tenure. In any of the circumstances in this clause no refunds will be made and you will have no further claim against the Owner.

The above conditions must be adhered to at all times.

Use of Facilities:

1. **Hot tubs** and **saunas** are provided, but are unsupervised and are therefore used entirely at your own risk. We maintain our hot tubs on a daily basis. In the event of inappropriate use resulting in the need to drain and refill the hot tub (i.e. chemical imbalances, foreign objects), a charge of £50 will be made to the person who made the booking. Guides to the proper use of our hot tubs will be emailed to you before your arrival and are also available in each of our lodges. When hot tubs are drained and refilled between guests, we cannot guarantee that your hot tub will have reached the optimum temperature on your arrival.
2. **BBQs** are used entirely at your own risk. Please note we do not provide charcoal and we do politely request that the BBQ is left as it is found. For safety reasons, BBQ's must not be used on the decked area, only on the paved patios.
3. **Fire pits** are used entirely at your own risk. Logs are provided for this on your patio. Further wood can be purchased during your stay, details of which can be found in the instructions folder in your lodge. We request that you do not burn any other wood or objects in your fire pit. For safety reasons, Fire Pits must not be used on the decked area, only on the paved patios.

Cleaning and Damage:

1. The Occupier must agree to take good care of the property and its contents and on departure leave it in a clean and tidy condition. The damage deposit will be refunded to the Occupier up to one week after the end of the stay provided that the property has been left in a satisfactory condition. The sum is held to cover any losses, damage and additional cleaning charges that may arise if the property is left in an unsatisfactory condition however caused, but excluding reasonable wear and tear. The Occupier may not be charged for minor items but is responsible for all breakages and damages and the cost will be payable on demand.
2. All damage, loss or breakage to the property or contents must be reported to the Owner as soon as possible. We will repair the damage as soon as is practical.

3. Lost property will be kept for two weeks and if unclaimed it will be donated to local charity shops. A fee of £10 is payable to arrange postage and packing of any lost property which has to be returned.

Cancellations:

Any cancellation must be made in writing. All deposits are non-refundable. The Owner will seek to re-let the property for the period of the booking, and if successful the Occupier's payment will be refunded minus a £25 administration fee. If we are only able to re-let part of your cancelled stay or the cancelled dates are re-let at a lower price, then you will receive a part refund, and if the property remains un-let you will be liable to pay the full rental fee. It is not possible to transfer your booking from one property to another. **We recommend that you take out an insurance policy.** The Owner reserves the right to refuse any booking or to cancel any bookings already made subject to refunding any sums you have already paid, except where otherwise stated in 'Booking & Payment' text. The Occupier will have no further claim against the Owner or the Agent.

Liability:

Subject to '**Circumstances beyond the control of the Owner**', the Owner shall not be liable to the Occupier or members of his party for any accident, loss, damage, injury, expenses, or inconvenience that may be incurred in connection with the rental howsoever suffered or incurred by the Occupier. We recommend that you insure for such loss.

Circumstances beyond the control of the Owner:

Except where otherwise stated in these Conditions, the Owner shall not be liable for any change or cancellation which is a result of unusual and unforeseeable circumstances beyond its control, for example fire, flood, exceptional weather conditions, pandemics, epidemic and disruption to services. Nothing in these Terms and Conditions purports to limit or exclude liability for personal injury or death as a result of the negligence of the Owner, its agents and sub-contractors. Your statutory rights are not affected.

Complaints:

We hope your holiday runs smoothly but if you do have a complaint, it is essential that you report it immediately so that we can do our best to resolve it. We cannot accept claims for compensation lodged after departure as it is no longer possible to investigate the problem and take remedial action. The Owner shall not be held liable for any sudden invasion of pests, building work noise or disruption coming from neighbouring properties, or breakdown of appliances, although any breakdowns will be fixed as soon as reasonably possible. Under no circumstances will the Owner's liability exceed the rental paid for the property.

Access to the property:

The Occupier should permit the Owner access to the property at reasonable times for inspection or to carry out maintenance and repairs.

Descriptions:

Whilst every effort is made to ensure the accuracy of the property details on the website, all statements are made in good faith and are for guidance only. Photos, maps and floor plans are for illustrative purposes only. The Owner cannot be held responsible for changes or mistakes.

The Law:

Any disputes between the Occupier and the Owner will be governed by the exclusive law of the English courts.

Other:

Please note that we cannot guarantee the speed of the broadband at individual properties should it be provided, and you are liable for any additional costs incurred as a result of excessive usage.

We reserve the right to amend any of these terms & conditions at any time.