

ORCHARD LODGES – BOOKING TERMS & CONDITIONS

1. THE CONTRACT

1.1 The contract entered into is between Orchard Lodges (the owner) and the person making the booking (the Hirer).

2. BOOKING

2.1 Bookings cannot be accepted from anyone under the age of 18 years, nor for a party of people where the majority of members are under 18 years (except families).

2.2 The number of people occupying a property must not exceed the maximum stated in the current property description on our website.

2.3 The person who makes the booking (the Hirer) will be responsible for all people staying and should ensure that they are all aware of the booking conditions.

2.4 The Owner reserves the right to decline any booking or to refuse to hand over a key to anyone who has not complied with the booking conditions.

3. RESERVATIONS & PAYMENT

3.1 Payment may be made by BACS, debit card or credit card.

3.2 If the Hirer wishes to pay by Credit Card over the telephone there is a 2% surcharge. Amex and Diners cards are NOT accepted. Debit cards payment by telephone incurs a charge of 1%.

3.3 If the Hirer wishes to pay by BACS, the Owner must be notified over the telephone or by e-mail when payment is made and payment must be made within 48 hours.

4. CANCELLATION OR BOOKING ALTERATION by the Hirer

4.1 Once a booking is made the Hirer is responsible for the total cost of the holiday.

4.2 Where the Hirer gives debit or credit card details to the Owner for payment of a deposit, then it is agreed that in the event of a cancellation the Owner may debit the Hirer's card with the full amount outstanding 6 weeks before the booked arrival date if the cottage has not been re-let.

4.3 In the event of a cancellation by the Hirer the Owner will endeavour to re-let the property and if successful may refund any monies paid, less a £50 administration charge.

4.4 The owner strongly recommends the Hirer takes out appropriate Holiday Insurance.

4.5 Any change in the holiday dates requested by the Hirer will be subject to the agreement of the Owner.

4.6 Any request by the Hirer for transfer of booking to another property will be treated as a cancellation of the original reservation.

5. CANCELLATION by the Owner

5.1 If for reasons beyond its control the Owner has to cancel or alter arrangements made for the Hirer, the Owner will make every effort to offer an alternative property if one is available.

5.2 If the Hirer does not accept the alternative offered the Owner will return to the Hirer any monies paid, whereupon the Owner's liability will cease.

6. DAMAGE, LOSS & NUISANCE

6.1 The supervision of children, babies, dogs and any adults requiring care remains the responsibility of the Hirer at all times.

6.2 The Hirer is responsible for leaving the accommodation in good order and clean condition, otherwise an additional cleaning charge will be levied.

6.3 The Hirer will pay for any damage, breakage or loss (excluding reasonable wear and tear) incurred during occupation.

6.4 The Hirer is not to cause nuisance or annoyance to occupants of other properties.

6.5 The Owner has the right to enter the property at any time if necessary.

6.6 If the Owner considers anyone is causing a nuisance or not treating either the farm, the accommodation property, other guests, farm or wild animals with respect, the Hirer will be asked to vacate the property immediately. The Hirer will remain liable for the whole cost of hire and no refund shall be due.

6.7 Smoking is prohibited and in the event of a guest smoking we reserve the right to charge for cleaning and any loss of further bookings arising from this

7. OCCUPANCY

7.1 Arrival time is 4 p.m. onwards.

7.2 Departure time is 10 a.m. and the holiday accommodation must be vacated by that time.

8. DOGS

8.1 No dogs should be brought to Orchard Lodges without prior permission. A small additional charge is made to cover provision of facilities.

8.2 Where pets are allowed you must :

(a) Always clear up after your pets and remove all trace (both interior and exterior) of the Holiday Property of your pets having been present before you leave.

(b) Not allow pets on furniture unless throws are used which are to be provided by guests.

(c) Not allow pets to disturb neighbours of adjoining properties.

(d) Keep pets on a lead (or otherwise under control) within the external boundaries of the property, excluding private enclosures;

(e) Not leave pets on their own within the Holiday Property without permission.

9. DESCRIPTION

9.1 Whilst the Owner makes every effort to ensure the accuracy of property descriptions, these are inevitably subjective to some degree and are for guidance only. If there are any points of particular importance, it is the Hirer's responsibility to raise these issues/ask questions in advance.

9.2 The Owner takes responsibility to ensure all descriptions are accurate, however, the Owner also reserves the right to alter, substitute or withdraw any service facility or amenity if necessary.

10. LIABILITY

10.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services or exceptional weather.

10.2 No responsibility is accepted for loss or damage of property (including pets) vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

11. COMPLAINTS

11.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner or Caretaker immediately, or as soon as reasonably possible, and in any event before departure, to allow remedial action to be taken.

11.2 The Owner is within their rights to refuse to entertain any complaint, irrespective of its merits, if the Hirer has not brought this to the attention of the Owner whilst they are in residence at Orchard Lodges .

11.3 The construction, validity and performance of this Agreement is governed by the law of England and the parties agree to submit to the jurisdiction of the English Courts.

11.4 The Hirer agrees that the Contract with the Owner is made at the Owners premises and that any proceedings shall be conducted in the County Court nearest to the Owner.