

# **Dalemain Estates, Penrith, Cumbria, CA11 0HB**

## **The Bungalow, Martindale**

### ***Booking Terms and Conditions***

#### **1. Your booking**

You must be 18 years or over when you book. The Bungalow is available to book for private holiday lets only, no commercial/business use or sub-letting is permitted.

By signing and returning the booking form you are agreeing to all the terms & conditions in this document.

When we issue our written confirmation to you we enter into a contract with you, which is subject to these Booking Conditions. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us.

When your confirmation is received, the details must be checked carefully. If anything is not correct you should tell us immediately.

#### **2. Paying for your accommodation**

You may book the accommodation by contacting the Estate Office by phone (017684 86450) or email ([estateadmin@dalemain.com](mailto:estateadmin@dalemain.com)). We will hold any provisional booking for 7 days only, pending receipt of your completed booking form and non-refundable deposit payment. The deposit required will depend upon how far in advance you are booking and the amount will be confirmed to you at the time of the booking.

When you book your accommodation you should pay the amount then due either by debit or credit card over the phone, by sending a cheque or by bank transfer. In all cases you must return a signed booking form. We then send written confirmation as soon as reasonably possible showing your reservation details and the balance due, which must be received no later than eight weeks before your arrival date. If you book less than eight weeks prior to the arrival date, payment of the total cost is due straightaway.

All prices include all booking fees and, where applicable, Value Added Tax (20%). Should the VAT rate increase, or any government bodies introduce additional taxes or levies, which affect the price of your holiday, we reserve the right to pass on any increases.

If you pay by cheque and the bank returns your payment to us unpaid, we reserve the right to make an administration charge of up to £25.00.

Please note that payment for the usage of Gas & Coal will be required at the end of your stay. And there will also be a charge of £20 per dog should you wish to bring your dog(s) with you on holiday.

#### **3. Cancellations or changes to your reservation by us**

We would not expect to have to make any changes to your reservation, but sometimes problems occur and we do have to make alterations. If this does happen, we will contact you as soon as is reasonably practical, explain what has happened and inform you of the cancellation or the change. If we have to change something and the change is not acceptable to you, or if we have to cancel your original reservation, we will treat your booking as cancelled and refund any money you have paid us.

The water supply to The Bungalow is reliant on adequate flow from a mountain stream and in the event of a very prolonged dry spell it is possible that the flow would be insufficient resulting in us having to cancel your booking. In such appropriate cases (including where we have to cancel your booking before departure) we will refund all monies paid to us for your booking. No compensation will be payable in such circumstances.

Except where otherwise expressly stated in this document, we will not be held liable for changes, cancellations or any other effect on your holiday that is due to events beyond our control (*force majeure*), including any nationally/locally imposed restrictions preventing us from honouring the reservation.

#### **4. Death, personal injury or loss of property**

We will have no liability to you for the death of or personal injury to you or any member of your party.

You must take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property except where the damage or loss is caused by our negligence.

#### **5. If you change or cancel your reservation**

##### **(i) Changes**

If you want us to change your reservation once we have issued your confirmation, an administration fee of £25.00 will be payable to us once any change has been made.

(ii) Cancellations

If you have to cancel your reservation you must telephone the Estate Office as soon as the reason for cancellation occurs. You must also immediately confirm your cancellation in writing. The day we receive your telephone notification of cancellation is the date on which your reservation is deemed cancelled.

Upon cancellation a charge will be payable, based on the number of days before the arrival date we received your cancellation, as shown in the following table. This means that if you have paid the balance of the cost and then have to cancel, you may receive a refund of part of the cost. However, if you have not paid the total cost, you may be required to make a further payment to us. For the purpose of this table, cost means the total cost of the reservation, including any extra items.

| <b>Number of days before arrival date that notification of cancellation is received</b> | <b>Amount Payable by you</b> |
|---|------------------------------|
| More than 56 days   | Full Deposit                 |
| 29 – 56 days  | 50% of cost                  |
| 15 – 28 days  | 75% of cost                  |
| 1 – 14 days   | 90% of cost                  |
| On arrival date or later  | Total cost                   |

If any payment due in relation to the reservation is not paid by the appropriate date, we can treat your reservation as cancelled by you and charge you cancellation charges as set out above which can be as high as the total cost of the reservation.

**When you make your booking you take on the responsibility for paying for the stay in full. To protect yourself against unforeseen circumstances causing you to cancel, we strongly recommend that you take out a Cancellation Protection Insurance Policy. It is your responsibility to check that the insurance you take out is appropriate to your needs.**

**6. Your accommodation**

You may arrive at your accommodation after 15:00 hours on the start date of your holiday and you must leave by 10:00 hours on the last day.

You agree to keep the accommodation clean and tidy, and leave the accommodation in a similar condition. You are responsible to Dalemain Estates for the actual costs of any breakage or damage in or to the accommodation, along with any additional costs that may result, which are caused by you or your party, and we can require payment from you to cover any such costs. We also reserve the right to make a charge should our cleaners be required to spend undue time to make the property ready for the next guests.

We are entitled to refuse to hand over to you, or to repossess, the accommodation if we reasonably believe that any damage is likely to be caused by you or your party or can repossess the accommodation if damage has been caused.

You cannot allow more than 12 people to stay in the accommodation, nor can you take your pet into the accommodation unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the accommodation to you, or can repossess it. We will treat any of these circumstances as a cancellation by you and Section 5 will apply.

If you take a pet with you, it is not allowed on beds or chairs. Pets should not be left unattended in the accommodation, and dogs should be exercised on a lead.

You must allow the Owner or any representative of the Owner access at any reasonable time during your stay.

**7. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint we are anxious that remedial action is taken as soon as possible.

It is essential that you contact the Dalemain Estate Office immediately if any problem arises so that it can be speedily resolved. Discussion of any problems with the Owner or his representative whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature cannot possibly be investigated unless registered whilst you are in residence.

**8. Law**

The contract between you and Dalemain Estates is subject to English law.

Your statutory rights are not affected by anything contained within these booking conditions.