

THE OLD
FORGE
• NORTH YORKSHIRE •

TERMS & CONDITIONS

The Old Forge, Main Street, West Lutton, Malton, North Yorkshire YO17 8TA
forgeholidaycottages@outlook.com
+44 01944 738828

GENERAL

This is a legally binding contract between the property owners Nigel & Caroline Bradshaw and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being The Old Forge, Main Street, West Lutton, Malton, North Yorkshire YO17 8TA

1. YOUR BOOKING

1.1 Your contract with us begins once we issue you with your confirmation and will be on the terms set out in these Terms & Conditions.

1.2 All bookings are formally confirmed when we issue you with your booking confirmation. Your confirmation will detail the accommodation you have booked, the dates of your booking, the total amount payable for your booking and the dates on which payments are due. We will issue you with your confirmation by email.

1.3 You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.

1.4 We strongly recommend that all guests take out personal **Holiday Cancellation Insurance** that covers the UK as soon as you have made your booking to cover any unexpected changes to your personal circumstances or if severe weather stops you from travelling. Please familiarise yourself with the cancellation policy.

1.5 We reserve the right to accept or decline bookings entirely at our discretion.

2. PAYING FOR YOUR ACCOMMODATION

2.1 For bookings made more than 6 weeks (42 days) in advance a booking deposit of 25% of the full cost of your accommodation is payable within 3 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

2.2 For bookings made more than 6 weeks (42 days) in advance, the balance amount as stated in your confirmation is payable not less than 6 weeks (42 days) prior to the start of the holiday. Failure to pay the balance in full by the due date will constitute a cancellation of the holiday by the holidaymaker. We will remind you by email when your balance payment is due, but please be sure to note the due date yourself.

2.3 Bookings made less than 6 weeks prior to the arrival date must be paid in full at the time of booking.

2.4 If you do not make any payment by the date it is due, we will remind you by email. If you fail to make the payment we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and the cancellation charges set out in Section 3 ('If you want to cancel your booking') will apply.

2.5 Promotional offers will only be applied if they are valid and quoted at the time of booking. Promotional offers cannot be combined or used retrospectively to apply to existing bookings. In addition, we reserve the right to change or withdraw a promotional offer at any time.

2.6 There is no VAT payable on the rental charge of the property. Third party booking agents may charge VAT on the fees for their services.

3. IF YOU WANT TO CANCEL YOUR BOOKING

3.1 Your contract with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not have a statutory right to change your mind and cancel the contract. We do, however, offer you the right to cancel your contract subject to the provisions of Section 3 of this contract.

3.2 If you wish to cancel a confirmed booking you must let us know in writing as soon as possible either by emailing us at forgeholidaycottages@outlook.com or in writing and addressed to:

Nigel & Caroline Bradshaw
The Forge
Main Street
West Lutton
Malton
North Yorkshire
YO17 8TA

Your booking will be cancelled with immediate effect from the day we receive your written notification and will be subject to the cancellation charges below.

Number of days prior to booking start date	Cancellation Charge
43 days or more	25% of the total booking charge (non refundable deposit)
29-42 days	50% of the total booking charge
14-28 days	75% of the total booking charge
13 days or less	100% of the total booking charge

3.3 In the event of a cancellation, we will attempt to re-let the property and if successful, we will refund the resold nights less any difference in price if applicable and an administration fee of £25 and retain the applicable cancellation fee on any unsold nights. However, we strongly recommend you take out **Holiday Cancellation Insurance**.

3.4 If you terminate your booking after the booking start date, we will not issue you any refund for the remaining nights of your booking. To clarify this includes when you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. We strongly recommend you take out **Comprehensive Holiday Insurance** to compensate you in these circumstances.

4. IF YOU WANT TO CHANGE YOUR BOOKING

4.1 If you want to change any detail of your confirmed booking you must let us know by telephone or e-mail as soon as possible.

4.2 Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes.

4.3 If we do change your booking, you must also pay any additional rental costs due as a result of the change. We will confirm the amount of any additional rental costs due at the time we change your booking. There will be no refunds for date changes that are at a lower price, although at our discretion we may provide a credit note.

5. IF WE NEED TO CHANGE OR CANCEL YOUR BOOKING

5.1 We do not expect to have to make changes to your booking, however sometimes problems do happen and bookings have to be changed or cancelled. We will only change or cancel your booking:

5.1.1 If it is necessary to perform or complete essential remedial or refurbishment works.

5.1.2 For other reasons unforeseen at the time you made your booking which are beyond our reasonable control.

5.2 If we do need to change or cancel your booking we will refund you the total amount you have paid us for the booking including your non-refundable deposit.

5.3 If we do need to change or cancel your booking we will not be responsible for any losses you suffer as a result of that change or cancellation.

6. VISITOR STANDARDS AND BEHAVIOUR

6.1 You will be provided with a Digital Guidebook before you arrive which contains important information about your stay with us. Please ensure that you read the Guidebook carefully before you arrive and familiarise yourselves with the layout of the accommodation and in particular the location of Fire Exits & the Fire Evacuation Plan.

6.2 You must only use the accommodation for the purposes of your holiday. You must not use the accommodation for any other purpose, including any business purposes, without our written prior consent.

6.3 You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived. You must not move any of the furniture.

6.4 You must not use the accommodation, or allow it to be used for any dangerous, offensive, noisy, illegal, or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.

6.5 Smoking is not permitted in any part of the accommodation. Please note smoking includes the use of vapours and or e-cigarettes. You and your party must not smoke inside the accommodation. The use of candles is also prohibited inside the accommodation. The use of fireworks, Chinese Lanterns & firepits is prohibited at the accommodation.

6.6 Pets are not permitted at the accommodation.

6.7 The towels provided are for use in the accommodation only and are not to be taken to the beach, you must bring your own beach towels.

6.8 The charging of Electric Vehicles and Electric Bikes from the domestic supply is strictly prohibited. Charging points are available at several locations in Malton.

7. MAXIMUM OCCUPANCY FOR YOUR ACCOMMODATION

7.1 You must ensure that the maximum number of persons occupying the accommodation does not exceed the maximum booking limits set in the booking confirmation. These will correspond to the number of bedrooms booked. 4 Bed 8 + 1 infant in a Cot, 3 Bed 6 + 1 infant in a Cot, 2 Bed 4 + 1 infant in a Cot. You must not bring additional camp beds, mattresses, or air beds to accommodate extra people.

7.2 We set maximum occupancy limit in line with the facilities, space and equipment and in order to comply with Health & Safety, regulatory and insurance requirements. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub-letting or assignation of the let is prohibited.

7.3 You must not have parties or host events at the accommodation.

8. DAMAGE TO THE ACCOMMODATION OR ITS CONTENTS

8.1 If you discover that anything is missing or damaged on arrival at your accommodation you must notify us immediately in person, by emailing forgeholidaycottages@outlook.com or by calling 07980 010771. If you do not notify us we will assume that you caused the relevant damage or loss.

8.2 You should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

9. IF YOU HAVE A PROBLEM OR COMPLAINT

9.1 Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change and you should accept that no refunds are available for such discrepancies.

9.2 We take great care to ensure that our accommodation is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact us either in person, by email at forgeholidaycottages@outlook.com or by

calling 07980 010771. We will work with you to ensure that any complaints are investigated and resolved as promptly as possible. Unless this procedure is followed, no subsequent claim will be entertained.

10. OUR RIGHTS OF ACCESS

10.1 We, or our contractors may need to access your accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens we will do our best to let you know in advance the date and time that we will need access.

10.2 If we do need to access your accommodation for any reason we will always try to access the property at reasonably convenient times (other than in an emergency).

11. OUR RIGHT TO EVICT

11.1 We may terminate our contract with you and ask you to leave the accommodation immediately (without any compensation being payable) if we consider that you or your party have committed a serious breach of these Terms & Conditions.

11.2 We may terminate our contract with you and ask you to leave the accommodation immediately (without any compensation being payable) if any complaints are made of anti-social or unacceptable behaviour against you or your party.

11.3 We may terminate our contract with you and ask you to leave the accommodation immediately (without any compensation being payable) if you or your party cause an unreasonable amount of damage to the property or its contents.

11.4 We may terminate our contract with you and ask you to leave the accommodation immediately (without any compensation being payable) if you exceed the maximum occupancy limit for your accommodation.

12. EVENTS BEYOND OUR CONTROL

12.1 We will not be responsible for any failure to perform our obligations under these Terms & Conditions that is caused by an event outside our control.

12.2 An event outside our control means any act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, pandemic, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunication networks.

12.3 Internet access is offered on the basis that it is provided for recreational use only. There is no guarantee of minimum speed, bandwidth nor uninterrupted provision of service. We will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity. Please report any issues as per section 9.2

13. SOME PRACTICAL INFORMATION FOR YOUR STAY

13.1 Every effort will be made to have the property available from 16:00 on the day of arrival. The property must be vacated by 09:00 on the day of departure. Late departure may result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

13.2 Cars parked at the accommodation are done so at the owners risk.

13.3 The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

13.4 Children must be supervised at all times.

14. DATA PROTECTION

14.1 We will process your personal data provided as part of this activity in order to communicate with you about your booking and, from time to time, request feedback which will enable us to improve your future experience.

For more information about how we are processing your personal data, please see our Privacy Policy on our website.

14.2 If you wish to change the way we communicate with you at any time, you can email forgeholidaycottages@outlook.com or call 07980 010771.

14.3 In line with Immigration (Hotel Records) Order 1972, we reserve the right to capture details of non UK nationals which can be passed on to the UK Border Agency upon request. It is your responsibility to ensure you and your guests have the relevant travel documents required by the country you are visiting and the duration of your stay.

15. GOVERNING LAW

These Terms & Conditions are governed by English Law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.