Terms and Conditions Large print version



Contact 01629 540262 or e-mail: info@hoegrangeholidays.co.uk

1. The Contract

The contract for a short-term holiday rental will be between Hoe Grange Holidays Limited (referred to as Hoe Grange Holidays, "the Owners" or "We") and the person making the booking and all members of the holiday party (referred to as "Guests" or "You") in the following booking terms and conditions. UK Law will govern the Contract.

The contract will be subject to these terms and conditions which apply to Guests and all members of their party (including any day visitors, who must be pre-approved with the Owners). It is the lead booker's responsibility to ensure that each member of their party is aware of and accepts the Terms and Conditions and the obligations contained therein.

The Owners reserve the right to cancel a booking without compensation or refund should Guests not comply with any of the Terms and Conditions outlined below.

You must not use the property during the holiday period for any other purpose than a holiday or for any longer than the agreed booking dates. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

2. Arrival and Departure

Holiday bookings for cabins usually start on a Friday or a Monday, for either full weeks or short breaks. Glamping pod and gypsy caravan holidays can start on any day of the week.

In order to prepare the cabins/pods between guests, you should arrive after 4.00pm and leave by 10.00am on your departure date.

Occasionally extensions to departure time can be accommodated by prior arrangement. Failure to leave at the agreed time may result in you being charged a further day's rental.

If you are bringing horses, you may arrive earlier in the day to ride, sort out your tack and settle your horses in the grazing paddocks, although access to the cabins/pods will not usually be possible until 4.00pm.

3. Bookings/Payment

All bookings must be made by people aged 18 years or over at the time of booking. Initially bookings may be provisional, by telephone, or email. No booking is confirmed until a 25% deposit has been received. Note there is a minimum deposit of £100 per pod or £75 per caravan (for any 1-night stays full payment is due at time of booking).

When you submit an online booking you will receive an automatically generated booking summary sent to the e-mail address you provide. This does not form a contract between us. The contract of hire is not effective until we have processed the deposit and confirmed in writing by e-mail or post.

Our preferred method of payment is by BACS bank transfer. We also accept credit/debit card payments online.

The remaining balance payment will be due 6 weeks before the holiday date. Please note you may lose your booking if the full balance is not received as stated. For late bookings (within 6 weeks of holiday date) payment is required in full at the time of booking.

The price includes all heating, electricity, bed linen, bath and hand towels, tea towels, some additional facilities (see section 6 below), basic cleaning materials, washing up liquid and dishwasher tablets where appropriate.

4. Cancellations

These cancellation terms were updated on 5 December 2023 and apply to all bookings made after that date.

- 1. Guests cancelling for any reason up to 6 weeks before arrival will receive a full refund, less a £25 admin fee.
- 2. Cancellations made 6 weeks to 2 weeks before arrival are eligible for a 50% refund, less a £25 admin fee. If at this point the balance remains unpaid the full deposit amount will be forfeited.
- 3. Cancellations made 2 weeks or less before arrival are not eligible for a refund.

Note for points 2 and 3 above in the event that Hoe Grange Holidays is successful in obtaining a replacement booking, you will be refunded the amount paid by the new customer for the booking, (up to the amount originally paid by you), less the £25 admin fee.

Cancellations must be notified to Hoe Grange Holidays by phone or email and once received in writing we will confirm the cancellation request. The effective date of cancellation is when written notification is received.

Refund payment for cancelled bookings will be charged back to your card within 14 days.

You may not under any circumstances transfer your booking to anyone else without prior consent.

5. Taking out your own travel insurance

It is the responsibility of the Guest to acquire suitable travel insurance for themselves and their party to cover the booking.

Hoe Grange Holidays strongly recommends that all guests take out suitable insurance to cover circumstances beyond their control such as, but not limited to; jury duty, incarceration, change in personal or work circumstances, military service, illness (including Covid and shielding), family emergencies and travel delays.

Covid is now a known risk and it is possible for you to insure your holiday against it. This can include the guest or any of the party having Covid, the guest or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are now many options which include cover for Covid related cancellations available from organisations such as:

- Trailfinders: https://www.trailfinders.com/insurance#/step1
- Coverwise: https://www.coverwise.co.uk/Travel-lnsurance/corona-virus.aspx
- Go Compare: https://www.gocompare.com

6. Force Majeure

In the unlikely event of your accommodation becoming unavailable due to circumstances outside our control, Hoe Grange Holidays may, at its sole discretion, offer you alternative accommodation at Hoe Grange or nearby self-catering accommodation, a full or partial refund, alternative holiday dates, or another remedy that the Owners consider appropriate with regard to the circumstances.

The Owners do not accept responsibility for breakdown in public or local supplies, including water or electricity, nor any claims against inconvenience caused by such incidences, or by building works that may be deemed as necessary. In the case of any breakdown Guests are asked to notify the Owners immediately. We will try our best, in conjunction with the service company concerned, to correct the fault as soon as possible.

In the event of a national or local disease epidemic, whether human or animal, the Owners reserve the right to cancel any booking at any time.

In this contract a Force Majeure Event means any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service. This will be the full extent of our liability. No additional compensation, expenses or costs will be payable.

7. Complaints

Every effort is made to ensure you have an enjoyable stay. However, if you have any problems or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve the issue. We value your custom and want you to return. No complaints will be entertained after the end of the hiring period or after Guests have departed.

8. Safety

Hoe Grange Holidays has a no smoking, no vaping policy inside all accommodation. Failure to comply with this may result in an additional cleaning fee being charged. Smoking is prohibited in and around the farmyard and barns but is allowed on the decking areas outside the cabins/pods. Please use the bins provided.

Children are not allowed to wander around the farm unsupervised. Hoe Grange is a working farm and can be very dangerous; watch out for tractors and cattle being moved in and around the farmyard; animals can be unpredictable. For personal safety it is especially important that children do not climb on the hay barns or stone walls.

Guests may not bring any personal shotgun or firearm to Hoe Grange under any circumstances or for any reason whatsoever.

The use of drones is not allowed without express written permission from the Owners. Fireworks are not allowed without express written permission from the Owners. Night Lanterns are expressly forbidden. Deep fat fryers & chip pans are expressly forbidden.

Guests may be asked to leave immediately if their conduct is considered to infringe the Owners' Terms and Conditions/rules or is likely to impair the enjoyment, comfort or safety of other guests and/or staff. No refunds will be given in these circumstances.

If Guests or any member of their party, including animals, has or has just had an infectious or contagious medical condition the Owners have the right to refuse the booking, cancel the holiday or ask the Guest to leave Hoe Grange immediately should it be considered necessary, to protect the health of other guests and/or staff.

The Owners should be informed immediately should any condition develop within four weeks of arrival date, or during the holiday at Hoe Grange.

Fire safety – Our fire risk assessments for each property are available in the 'Your safety' section of <u>MyStayPlanner</u>. It should be noted that the fire exits from the bedrooms is via escape windows, so may not be suitable for those with mobility issues and guests should familiarise themselves with all escape routes available to them.

Candles, deep fat friers and other items that increase the fire risk are not permitted indoors. Firepits are not allowed on the wooden decking. Disposable BBQs are not allowed for use onsite.

9. Additional Equipment

Travel cots, and highchairs, mobile hoists, electric profile beds, rise and recline armchairs, high back/seated armchair, mobile shower chair, static shower stool, bath board & bath seat, toilet seat riser, bed rail, bed blocks, perching stool, portable door chime, portable hearing loop,

portable flashing fire alarm, walking frame, monkey pole, foldable wheelchair and adult mountain bicycles are available upon request at no additional charge, but must be booked in advance. Please note Guests need to supply their own bedding for cots and their own sling for the mobile hoist.

Our Boma 7 off-road wheelchairs, electric bikes, pizza oven and log-fired hot tub are available for hire at extra cost.

Hot Tubs

Hot tubs must be prebooked otherwise they will not be filled and available for use. All hot tubs are used at your own risk. Children under 16 must be supervised and children under 5 are not permitted to use the hot tub. The hot tubs will be checked regularly by management to ensure water quality is maintained, but guests must observe the "Hot Tub Rules" displayed in the cabins. The number of bathers must not exceed the number of guests staying in that particular accommodation.

DO NOT SIT ON THE HOT TUB COVER AS THIS DAMAGES IT.

In the event of the water becoming unsuitable for use due to nonobservation of these rules the hot tub will be drained and switched off, or may be refilled with a £25 fee applied.

The use of the hot tub will be withdrawn at any time if users are disturbing others, or causing damage. In such cases if unavailable for use due to maintenance or repair no refund will be given.

10. Right of entry

The Owners reserve the right of entry to accommodation at all reasonable times without permission, for purposes of inspection or to carry out any necessary repairs or maintenance. Prior notice will be given to guests whenever possible.

11. Damages and breakages

The Owners endeavour to maintain high standards of comfort and cleanliness at all times. The Guest must therefore undertake to keep all furniture, fittings and effects in the same good condition as found. If extra cleaning is required after departure, it will be charged to the Guest.

All damage must be reported to the Owners as soon as possible. Accidental damage or breakage of a minor nature will not normally be charged for, but you are legally bound to reimburse us for non-trivial damage, replacement, repair or extra cleaning costs howsoever caused. Payment from the Guest to cover any such costs is required within 14 days.

The Owners, its employees and representatives shall not be liable to you or your party for loss or damage to Guests' property, or for personal injury or horse injury, or damage to bicycles, cars or horseboxes/trailers parked at Guests' risk, including the use of any onsite car charging facility. You and your party must take all necessary steps to safeguard yourselves and your property.

The Owners retain the right to refuse to hand over the cabin/pod/caravan to a Guest, or repossess holiday accommodation if it is reasonably believed that any damage is likely to be caused. Owners can also repossess the cabin/pod/caravan if damage has already been caused. No refunds will be given in these circumstances.

12. General

Guests must treat all other Guests, Employees and anyone else on site with dignity and respect. We have a zero tolerance policy against abusive or discriminatory behaviour and harassment. The Owners reserve the right to ask the Guest to leave Hoe Grange immediately should it be considered necessary. No refunds will be given in these circumstances.

The number of persons occupying the accommodation must not exceed that stated at the time of booking, unless previously agreed with the Owners. Sub-letting is strictly prohibited. It is permitted to have 1 infant

under the age of 2 using the travel cot in addition to the declared bed spaces, the travel cot must be reserved at time of booking.

Day visitors are permitted, but to preserve the peaceful surroundings for other guests, are limited to 4 per day in the cabins and 2 per day in the pods, unless otherwise agreed with the Owners beforehand. Any day visitors must not use the play area, hot tubs, showers or baths and must leave the site by 9pm.

Mobile phone reception is variable depending on the service provider. Guests are advised to set up Wi-Fi calling on their mobile phone when they arrive.

Free Wi-Fi is provided for the Guest's reasonable use, but not 100% guaranteed. All Guests must agree to reasonable and lawful usage of this service in accordance with Hoe Grange Holidays Public Wi-Fi Access Terms & Conditions.

No medical facilities are available on site. In case of emergency there is a public pay phone in the farmhouse conservatory (available 24 hours).

13. Pets

Rosehip gypsy caravan is not suitable for dogs and other pets.

Dogs and pets are welcome in all our log cabins and glamping pods by prior arrangement. The Owners reserve the right to charge a refundable damage deposit for pets.

Pets are allowed on the sofa providing you use the throws supplied but are not allowed on the beds. Any damage caused, or additional cleaning required will be charged to the Guest. There is an outside shower for washing off muddy paws and dog towels are provided.

Pets must not be left unattended in the cabin/pod at any time. We provide a guide of dog-friendly pubs, and places to visit so you can enjoy your holiday with your dog to the full. Dogs that bark continuously are not allowed at Hoe Grange Holidays as they will disturb the other guests.

Dogs must always be kept on leads and under control around the farmyard & animals. Failure to meet this condition will be treated as "cancellation". They must not chase stock and wildlife and you must obey the Countryside Code.

Poop patrol! Around the cabin areas and when out walking across the farm fields it is your responsibility to pick up after your dogs to safeguard our animals and other guests from dangerous disease. Poop bags and poop bins are provided so please use them.

14. Horses

Hoe Grange Holidays provide only accommodation, stabling, grazing and suggested riding routes. The Owners do not provide/hire horses or transport for horses.

Visiting horses must be in good health and carry no infectious conditions prior to arrival. Horses must be wormed and fully vaccinated against flu and tetanus. Any horse arriving at Hoe Grange that is found to have symptoms of ill health will be asked to leave immediately, in such cases no refund will be given.

The Owners reserve the right to call a veterinary surgeon to a visiting horse in the case of a welfare or health emergency, where every reasonable effort has been made to contact the horse owner, but has failed. In such cases the veterinary costs would be at the expense of the horse owner.

Stabling and tack storage is entirely at your own risk, and any damage to our stables by your horse will be chargeable. The Owners accept no responsibility for any damage caused to your horse or by your horse to anyone or anything either on or off Hoe Grange property. Your horse and tack remain your responsibility during your stay.

Your horse must be fully insured against any damage it may cause. Guests are required to provide evidence of valid horse insurance, which must include third party public liability insurance. All horses must have full passport registration. Passports should be presented to the Owners for inspection on arrival.

You may choose to ride on local country roads, the off-road trails or on the farm fields. All routes are ridden entirely at your own risk. Hoe Grange Holidays does not accept any responsibility for any incident, accident or injury occurring in such places. In the event of any accident or injury the Owners should be notified immediately, and an Accident Report Form completed.

We respectfully request that our Guests acknowledge that all animals are unpredictable and therefore we expect riders to behave in a safe and sensible manner at all times, and maintain a safe distance from other animals when riding in fields with livestock.

For safety reasons there may be times of the year when certain areas of the farm are inaccessible for riding due to hazards e.g. harvesting machinery or very wet slippery fields. We trust that Guests will accept that these restrictions are in their best interests.

Riders under 16 years old must be accompanied by adults at all times when riding out.

In the unlikely event of Guest's conduct being unacceptable or where Hoe Grange Holidays' Terms and Conditions are disregarded the Owners reserve to right to ask Guests to leave the premises. No refunds will be given in these circumstances.

Payment of livery is due 6 weeks prior to arrival on the same basis as for the accommodation - see above.

Grazing is normally available for visiting horses, but the Owners reserve the right to withdraw grazing when necessary to preserve the condition of the fields. Guests must inform the Owners if horses need to be separated from other horses.

All stables to be mucked out prior to departure, and paddocks to be cleared of manure, unless paying for full livery or previously arranged with the Owners. Horses to be removed from Hoe Grange at the same Hoe Grange Holidays Terms and Conditions, Updated Mar 2024, Page 11 of

time as vacation of the cabin(s)/pod(s), unless prior written agreement is given.

15. Disclaimer

The Owner has taken every care to ensure the accuracy of property descriptions and all information is provided in good faith and believed to be correct. In the event that any individual term or clause stated in this Contract is not permissible by law, the remainder of the Contract shall remain valid. This Contract is governed by and construed in accordance with the laws of England & Wales. This does not affect your statutory rights.

If you have any queries, please call us on 01629 540262 or e-mail info@hoegrangeholidays.co.uk

