

SCALE HILL

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TERMS AND CONDITIONS

RESERVATIONS

A reservation can only be considered to be confirmed and guaranteed: - If the company "Scale Hill" has received a valid credit card number with supporting information to process a deposit or to act as a guarantee for bookings made at short notice and the company sends an e-mail confirming your booking and receipt of deposit.

Payments are accepted by Cash, MasterCard, Visa, Maestro, Solo and Visa Electron through our Online Booking System and Online Payments Processor Stripe. The reservation should be made by a Lead Booker who will be responsible for all communication, invoices and charges due on the booking(s). On the day of arrival, it cannot be guaranteed that the accommodation will be ready for occupation before 4.00pm. Guests arriving after 6.00pm should please advise Scale Hill in advance. Special offers apply to new reservations only.

DEPOSITS & BALANCES (see cancellation & insurance)

For bookings where the arrival date is within 6 weeks of booking, the full balance is required to confirm the booking. For bookings made where the arrival is 6 weeks in advance or more, a 30% non-refundable deposit of the total booking amount is required. Stays of One Night Only (1 Night Rate) must be paid for in full at the time of booking. For group bookings, a non-refundable deposit of £200 is required. Please note deposits are non-transferable or refundable in the event of cancellation. The outstanding balance payment will be taken 6 weeks prior to arrival in all cases, including for group-bookings. Any bookings that are cancelled within six weeks of the arrival date are non-refundable. Bookings that are cancelled prior to the 6 week period may be refunded, minus any deposit paid and minus an administration fee of £30. Any additional purchases such as breakfasts, or other purchases that are added to the hirers account during their stay, must be settled upon departure.

CANCELLATION & INSURANCE

When a reservation is made, both the guest and the company enter into a legally binding contract. Scale Hill offers accommodation on certain terms and the guest accepts the offer - a contract. In the event of a reservation being cancelled, for whatever reason, Scale Hill may claim a cancellation charge, which could be a substantial sum equal to the total reservation. Together with an administration fee of £30, this may modify any refund. Deposits are non-refundable. For further details, please see Clause 9. We would therefore politely draw your attention to, and recommended holiday cancellation insurance. Details of typical policy forms are available here but you may wish to use alternative brokers.

PAYMENTS OF ACCOUNTS

Payments are accepted by Cash, MasterCard, Visa, Maestro, Solo, and Visa Electron through our Online Booking System and Online Payments Processor Stripe. The Lead Booker is responsible for all charges due on the booking(s), including group bookings. We cannot accept third party payments. The management reserves the right to alter published tariffs without notice. The outstanding balance payment will be taken 6 weeks prior to arrival in all cases, including for group-bookings.

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PETS

Only with prior notification are we able to accommodate a limited number of dogs in particular accommodation. Owners will be responsible for their dog's food & bedding. Dogs are charged at £15.00 per night. Please note we allow only one dog per cottage and please be aware your pet may not to be left unattended in your cottage at any time. There are further details on our dog policy on our website under the 'Dog Friendly' tab.

THIRD PARTY TRANSACTIONS

Please be advised that Scale Hill is unable to administer or facilitate third party transactions ie flowers, groceries etc. All optional extra services can be purchased through our online booking system.

SOILING AND DAMAGE CHARGES

We appreciate accidents can happen, and we ask that you let us know if any accident occurs. Any extra cleaning required over and beyond reasonable use of the room will be charged at £25.00 per hour. Any damage to the room caused by your pet will be assessed by the company and any costs incurred will be charged to your card.

1 INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

"Booking Enquiry" means an offer to hire accommodation made by the hirer in accordance with condition 2;

"Company" means Scale Hill Hotel Ltd

"Contract" means the making of a booking enquiry to hire accommodation by the hirer and the acceptance by the company in accordance with condition 2 for the hire of accommodation for the hire Period;

"Deposit" means the sum payable at the time of booking;

"Hirer" means the person who makes a booking with the company to hire accommodation;

"Hire Period" means the period during which the hirer and the party will occupy the accommodation in accordance with these conditions;

"Accommodation" means the cottage or accommodation which the hirer has chosen or been allocated to hire in accordance with these conditions;

"Party" means the individuals that will occupy the accommodation for the hire period as have been notified to the company in accordance with these conditions;

"Price" means the price to hire the accommodation

"Website" means www.scalehillloweswater.com

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2 APPLICATIONS OF CONDITIONS

2.1 These conditions shall apply to the contract.

2.2 Booking enquiry made by email or telephone

2.2.1 The hirer should contact the company either by email or telephone to make a booking enquiry. At the time of the booking enquiry, the hirer shall provide the company with the following:-

- (a) details of the accommodation which they would like to hire;
- (b) the dates on which they would like to hire the accommodation from and to;
- (c) details of their name, address, contact telephone number and email address;
- (d) confirmation that they are aged 21 years or over;
- (e) the number of individuals in the party; and
- (f) whether there are to be any pets within the party and if so, how many.

2.2.2 Once the hirer has submitted the online booking enquiry the company shall acknowledge receipt of the booking enquiry by email, or alternatively (if applicable) shall acknowledge receipt of the booking enquiry orally over the telephone. The company shall check the availability of the accommodation. Although the company may confirm that the accommodation is available to hire, the booking enquiry shall not be deemed to be accepted until the company provides the hirer with written email acceptance upon receipt of the deposit at which point the contract for the hire of the accommodation for the hire period on these conditions will be established. The acceptance shall confirm:-

- (a) the date and times of the hire period;
- (b) the price based on the information provided by the hirer in accordance with condition 2.2.1; and
- (c) confirmation of the amount of the deposit already paid, the outstanding amount and due date for final payment.

2.3 Booking enquiry made online via the website

2.3.1 The hirer may make a booking enquiry (which will be made subject to these conditions) online via the website.

2.3.2 The company shall check availability of the accommodation. Although the company may confirm that the accommodation is available to hire and/or provided an acknowledgment, the booking enquiry shall not be deemed to be accepted until the company provides the hirer with written email acceptance upon receipt of the deposit at which point the contract for the hire of the accommodation for the hire period on these conditions will be established. The acceptance shall confirm:-

- (a) the date and times of the hire period;
- (b) the price based on the information provided by the hirer in the online booking enquiry;
- (c) confirmation of the amount of the deposit to be paid, the outstanding balance and final payment date.

3 HIRER OBLIGATIONS

3.1 NUMBERS IN PARTY

3.1.1 The number of persons occupying the accommodation must not exceed the number provided by the Hirer in condition 2.2 or 2.3 (unless the hirer has notified the company of the increase at least 14 days before the start of the hire period, the company has agreed to the increase and if applicable the hirer has paid an additional fee. If the number of persons occupying does exceed the numbers provided by the hirer under condition 2.2 or 2.3 then:-

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(a) The hirer may be required to pay an additional sum to cover the additional occupancy; or
(b) if the additional occupancy would exceed the maximum limit of occupancy for that particular accommodation then the additional persons will not be permitted to occupy. If the additional person/ people continue to occupy then the company has the right to enter the accommodation and require the hirer and all those within the party to vacate the accommodation. If the company does take this action then the hiring Period shall be deemed to have immediately come to an end and the hirer (and anybody within the party) shall not be entitled to a refund or any compensation for any reason due to the hire Period coming to an end early.

3.1.2 INFANTS AND CHILDREN

3.1.2 One infant up to 3 years old may accompany adults in accommodation free of charge. We do not provide Travel-Cots or Cot Linen. One child up to 12 years old is able to be booked as an additional guest in each accommodation for an additional charge per night. Bed Linen and Towels can be provided for an additional charge, but you must bring your own Air-Bed or Shake-Down as we do not provide Camp-Beds or Air-Beds.

3.2 PETS

3.2.1 The hirer must not allow any pets in the accommodation unless it has notified the company that they will be taking a pet in accordance with condition 2.2 or 2.3 (or unless the hirer has notified the company that they intend to take a pet at least 14 days before the start of the hire period, and the company has allowed the hirer to take a pet, and the hirer has paid the additional fee of £15.00 per dog per night).

3.2.2 WHERE PETS ARE PERMITTED IN THE ACCOMMODATION:-

- (a) they must not be left unattended in the accommodation at any time
- (b) they must be under strict control at all times.

3.2.3 The hirer must clear up any fouling of gardens or grounds without delay.

3.2.4 If the hirer or anybody within the party brings a pet with them without having first notified the company that they will be taking a pet in accordance with condition 2.2 or 2.3 to which the company has confirmed they can do so, (or unless the hirer has notified the company that they intend to take a pet at least 14 days before the start of the hire period, and the company has agreed that the hirer can take a pet, and the hirer has paid an additional fee) then:-

- (a) the hirer will be required to pay an additional sum to cover the charge for the pet occupying; or
- (b) if the hirer has booked accommodation which does not permit a pet then the company has the right to enter the accommodation and require the hirer and all those within the party to vacate the accommodation. If the company does take this action then the hire period shall be deemed to have immediately come to an end and the hirer (and anybody within the party) shall not be entitled to a refund or any compensation for any reason due to the hire period coming to an end early.

3.3 VACATION

Upon vacating the accommodation at the end of the hire period the hirer shall ensure that the accommodation is left clean and tidy.

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3.4 DAMAGE OR LOSSES

3.4.1 If during the hire period there are any breakages or damage caused to the accommodation, contents, furniture, equipment, or utensils within the accommodation by the hirer or anybody within the party (including a pet) then the hirer should report the same to the company as soon as reasonably practicable and as far as reasonably possible before the hirer vacates the accommodation on the last day of the hire period. The hirer undertakes to reimburse the company for any and all reasonable costs it incurs for repairing the damage or if applicable replacing the item(s) damaged or broken.

3.4.2 If during the hire period the company is concerned as to the extent of any damage or breakages to or at the accommodation, or any furniture, equipment, or utensils within the accommodation, then the company has the right to enter the accommodation and they may require the hirer and all those within the party to vacate the accommodation. If the company does take this action then the hire period shall be deemed to have immediately come to an end and the hirer (and anybody within the party) shall not be entitled to a refund or any compensation for any reason due to the hire period coming to an end early.

4 CHARGES AND PAYMENT

4.1 Upon making a booking enquiry the hirer will be asked to make a payment which will be as follows:-

4.1.1 If the first day of the hire period is more than 6 weeks from the date of the booking enquiry, the hirer must pay a deposit of 30% of the total booking amount. If the booking is a group booking or a booking where Scale Hill will be used exclusively, there is a non-refundable deposit fee of £200.00 due to secure and confirm the booking.

4.1.2 If the first day of the hire period is 6 weeks or less than 6 weeks from the date of the booking enquiry, the hirer must pay the total price at the time of the booking.

4.2 All payments will be accepted and administered by the company.

4.3 If a booking enquiry is rejected and the contract is not made, the company shall return any payment made by the hirer in accordance with condition 4.1 (minus any charges incurred for credit card payments)

4.4 Payment can be made using the following methods:-

4.4.1 by way of Cash, MasterCard, Visa, Maestro, Solo, Visa Electron or through our Online Booking System and Online Payments Processor Stripe

4.4.2 by way of BACS transfer to Scale Hill Hotel Ltd.

4.5 In the case where a deposit has been made upon making the booking enquiry, the balance of the price is payable to the company no later than six weeks before the first day of the hire period (the "Final Payment Date"). If the company does not receive the balance of the price by the final payment date then it may cancel the contract.

4.5.1 If the contract is cancelled then the hirer will be deemed to have forfeited the deposit subject to the provisions in condition 9.

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5 ACCOMMODATION

5.1 Descriptions

5.1.1 The company makes every effort to ensure that the description of the accommodation (as appears on its website) is accurate and up to date. The company does make every effort to update the descriptions for any material changes made to the accommodation, however, the company shall not be held responsible for any minor discrepancies in the accommodation from the descriptions on its website, or any changes made to the accommodation after the date of the booking enquiry. If there are any material changes to the accommodation which are made after the date of the booking enquiry the company will make the hirer aware of any material changes as soon as reasonably possible after the company becomes aware of them.

5.1.2 Occasionally the exteriors, furniture, furnishings and room layouts of the accommodation may differ from the photographs on the website.

5.2 Maintenance

Grass cutting, gardening, window cleaning and maintenance works etc. may from time to time be carried out by or on behalf of the company during the hire period, however where possible the company will try to accommodate the hirer's reasonable requirements if they are aware of them and will try to carry out all such works with the least disruption to the hirer and the party as far as reasonably possible.

5.3 Cots and High Chairs

We do not provide Cots or High Chairs unless by prior arrangement.

5.4 Bed Linen, Cot Linen and Towels

Bed linen and Towels are provided at the accommodation, but cot linen is not provided (and the hirer should bring their own). Extra sets of bed linen and towels can be provided for an additional cost.

5.5 Timing of Occupancy and Vacation

The hirer and the party can commence occupation of the accommodation from 4.00 pm on the day the hirer commences and must vacate the accommodation before 11.00 am on the last day of the hire period unless prior agreement by both the hirer and the company.

5.6 Basis of Occupation

The accommodation is let to the hirer and the party for the hire period only (without prejudice to the company's right to bring the hire period to an end early in accordance with these Conditions) and is not an assured tenancy or assured shorthold tenancy as defined by the housing act 1988 as amended.

6 COMPLAINTS

6.1 If the hirer has cause for complaint during the hire period the matter should be raised with the company as soon as reasonably possible. This will allow the company time to consider the complaint and if possible and reasonable, will allow the company to take action it reasonably can to rectify the problem. If the company is satisfied that the problem cannot be rectified it may, at its discretion, offer the hirer a refund of all or part of the price.

6.2 If the hirer does not raise any complaint which it may have during the hire period, the company shall not, except in limited circumstances, consider any and all complaints the hirer raises after the hire period has come to an end.

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7 LIMITATION OF LIABILITY

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

7.1 This condition sets out the entire financial liability of the company (including any liability for the acts or omissions of its employees) to the hirer in respect of:

7.1.1 any breach of these conditions;

7.1.2 the hire of the accommodation by the hirer and the party; and

7.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract and these conditions.

7.3 Nothing in these conditions limits or excludes the liability of the company:

7.3.1 for death or personal injury resulting from the negligence of the company; or

7.3.2 for any damage or liability incurred by the hirer as a result of fraud or fraudulent misrepresentation by the company.

7.4 The company does make every effort to update the descriptions on its website for any material changes made to the accommodation, however the company shall not be held responsible for any minor discrepancies in the accommodation from the descriptions on its website, or any changes made to the accommodation by the company after the date of the booking enquiry. If the company has been notified by the company of any changes made to the accommodation which are material, it shall use its reasonable endeavours to notify the hirer.

8 DATA PROTECTION

The company will use the personal data of the hirer and members of the party for the purpose of processing the booking enquiry and for carrying out the company's obligations in accordance with the contract. You can read more on our Privacy Policy which is available on our website.

9 TERMINATION

THE HIRER IS ADVISED TO TAKE OUT HOLIDAY INSURANCE IN CASE IT HAS TO CANCEL THE HIRE OF THE ACCOMMODATION.

9.1 The company may terminate the contract:-

9.1.1 in accordance with the provisions in condition 3.1.1; or

9.1.2 in accordance with the provisions in condition 3.2.4; or

9.1.3 in accordance with the provisions in condition 3.4.2; or

9.1.4 in accordance with the provisions in condition 4.5

and in each of the above scenarios, the hirer shall not be entitled to a refund of the deposit or the price or part of the price.

9.2 The company may terminate the contract in accordance with the provisions in condition 4.5.1

9.2.3 If the hirer wishes to terminate the contract then it shall notify the company as soon as possible.

Deposits are non-refundable. Any bookings that are cancelled within 42 days (or six weeks) of the arrival date are non-refundable. Bookings that are cancelled prior to the 42 day period may be refunded, minus any deposit paid and minus an administration fee of £30.

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10 FORCE MAJEURE

The company shall have no liability to the hirer or any member of the party under these conditions if it is prevented from, or delayed in performing, its obligations under these conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction including closure due to infectious diseases, global pandemic, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11 VARIATIONS

11.1 Any proposed alterations to the hiring Period by the hirer will only be accepted at the discretion of the company and will be subject to an administration charge of £30. If the alteration is accepted by the company then subject to payment of a £30 administration fee by the hirer, the contract shall be amended accordingly.

12 SEVERANCE

12.1 If any provision of these conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these conditions, and the validity and enforceability of the other provisions of these conditions shall not be affected.

12.2 If a provision of these conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13 ASSIGNMENT

The company may at any time assign or transfer all or any of its rights under these conditions and may subcontract or delegate in any manner any or all of its obligations under these conditions to any third party or agent.

14 RIGHTS OF THIRD PARTIES

Only the company and the hirer shall have any rights under these conditions and a person who is not a party to these conditions or the contract shall not have any rights under or in connection with it.

15 GOVERNING LAW AND JURISDICTION

15.1 The contract and these conditions, and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the law of England and Wales.

15.2 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, the contract, these conditions or its subject matter.