

# Calder Lodge – Bowland Leisure Village

## Conditions of Hire – Last Updated 09-Jan-2020

Calder Lodge is situated within Bowland Lakes Leisure Village. Please note that all visitors to the Lodge are subject to the site rules as published on-site and determined by Pure Leisure Group.

### Conditions of Hire

Please read this carefully. When you book your holiday with us you are entering into a contract which binds you and us in various ways.

1. In these conditions the following expressions shall have the following meanings:

1.a. The Owner: William McSorland

1.b. The Hirer: The individual or company booking the Accommodation.

1.c. The “Price”: The hiring price of the Accommodation as stated in the Accommodation’s Brochure.

1.d. The Accommodation: The holiday accommodation is **Calder Lodge, Bowland Lakes Leisure Village, Cleveley Bridge, Cleveley Bank Ln, Forton, Preston PR3 1BY.**

2. All applications to reserve Accommodation must be submitted by the Hirer on the booking form and shall in all be accompanied by a deposit specified in the Price List in respect of each holiday unit for each week of hire. Payments made by way of deposit are not refundable. The Owner will accept the application by sending to the Hirer confirmation of booking. The Owner will at the same time notify the Hirer of the date upon which the balance of the Price shall be paid, which shall be six weeks prior to the commencement of the hire. If the balance of the Price is not paid by the Hirer by the due date The Owner reserves the right to re-let the Accommodation as if the Hirer had cancelled in accordance with clause 3 hereof. If the application for any reason is not accepted The Owner will notify the Hirer and refund forthwith all sums paid.

3. If the Hirer wishes to cancel the hire he shall notify The Owner in writing. If The Owner is able to re-let the Accommodation for the full amount the Hirer will be refunded, less an administration fee. If The Owner is only successful in re-letting part of your holiday or only manages to re-let the whole your holiday at a lower price than originally to you, you will be held responsible for the difference, plus an administration fee. If The Owner cannot re-let, then you will be held responsible for payment of the full price of the holiday as in clause 2. Taking out holiday insurance is strongly recommended.

4. If the Accommodation shall become unavailable for any cause whatsoever due to negligence of The Owner its servants or agents or otherwise prior to the commencement of the period of hire The Owner’s liability shall be limited to a refund of the price.

5. The Owner shall not be liable for any personal injury damage or loss sustained by the Hirer or any member of his party or his property whether the same shall be caused by the negligence of The Owner its servants or agents or otherwise.

6. The Hirer shall be responsible for all loss or damage caused by him or members of his party to The Accommodation or its contents during the period of hire. Please report all damages before departure.

## **Activities, Events and Facilities**

Occasionally certain facilities at Bowland Leisure Village or activities may be temporarily withdrawn due to circumstances outside of the Owners Control. We reserve the right to make such alterations in the above circumstances without prior notice.

## **Ball games**

For the comfort of all our guests these are not permitted in the areas between and around accommodation.

## **Changes to your booking**

After you have paid your deposit you may wish to change some elements of the booking. We will try to meet your request wherever possible. Date changes may not be possible. Any amendments must be made by the person who made the original booking and will incur an administration fee payable at the time of amendment being made. Administration fee £10.00.

## **Cleaning**

We ask all residents and guests at the Accommodation to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the Holiday Period and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found.

## **Dogs and other pets**

We welcome well trained dogs in our Pet friendly accommodation but dogs that are specified in the Dangerous Dogs Act 1991 are not permitted. Dogs are to be kept on a leash and under strict control at all times. They are not allowed on the furnishings or to be left on their own in the Accommodation.

## **Fires & Lanterns**

Ground fires, open fires, Candles, Chinese lanterns and fire pits are strictly prohibited at Bowland Leisure Village. Please exercise caution when disposing of used barbecues and allow complete cooling prior to disposal in waste bins.

## **Fixtures & Fittings**

The Lodge is comfortable well equipped accommodation including a fully equipped kitchen, duvets, pillows and bed linen, gas and electricity. All you are required to bring with you are towels and tea towels. WIFI services are supplied by a third party and as such are not under our control, no compensation will be paid should the WIFI not work for any reason during your stay.

## **Fishing**

Calder Lodge has it's own private fishing peg that may be used by residents during their stay. Residents are also allowed to fish the other ponds located within the Leisure Village. Anybody fishing must be in possession of a an appropriate EA rod licence and adhere to the published site rules. In particular:-

- Children must be supervised at all times.
- Anglers must respect, follow and observe the Country Code.
- All nets must be disinfected prior to use using the supplied bins.
- Fish care is of paramount importance at all times.
- In the event of a serious emergency telephone 999, the post code for location is **PR3 1BY**.

**The duty manager (Bailiff) telephone number is 07958 797117.**

## **Lost property**

If property is left in the accommodation after departure, whilst we will try to do everything within our power to return the item, we cannot be held responsible for any loss or damage.

## **Litter**

All litter must be disposed of in waste bins provided on our parks.

## **Payments**

At the time of booking you will need to pay the required deposit. The balance is due and payable (cleared funds for payments by cheque) no later than 60 days prior to the commencement of your booking. Where the booking is made less than 60 days before your arrival date, full payment must be made by debit or credit card. Please note we cannot accept payment by cheque for bookings with an arrival date within 60 days of the reservation being made. A statement showing the balance outstanding and due date will be sent to you on receipt of your deposit. Please keep your final confirmation paperwork safe as you must present this upon arrival at your holiday park. If the balance is not received by the due date then your booking will be treated as a cancellation and no refund will be paid any cheque must be made payable to William McSorland.

Payments via Paypal can be made at anytime to: **will@itops.co.uk**

## **Parking**

Two cars only may be parked adjacent to The Accommodation at anyone time. Additional cars, trailers etc. must be left in the main car park. Within the estate all vehicles are restricted to the roads and at 10 MPH.

## **Price amendments**

All rates prices advertised are subject to change without notice.

## **Promotional offers**

All special offers are subject to availability and specific terms and conditions, and may be withdrawn at any time. Special offers can only be honoured if mentioned at time of booking. These offers can only be applied to the promotional period stated, cannot be used in conjunction with any other offer and apply to new bookings only. When booking Online offers must be selected at time of booking and cannot be added at a later date.

## **Occupancy of accommodation**

Accommodation can only be occupied by the number of persons advised at the point of booking. If accommodation is found to be occupied by more people than we have been advised of, additional occupants will be asked to leave the park.

## **Smoking**

There is a strict no smoking rule in the lodge which must be adhered to at all times.

## **Unreasonable behaviour**

For the convenience and enjoyment of all our guests, we reserve the right to terminate a booking without compensation where the unreasonable behaviour of the persons named on the booking or their guests may impair the enjoyment, comfort, safety or health of other guests. Should your holiday be cut short due to any of your party being asked to leave the park, no refunds will be given. We reserve the right to refuse entry.

# **Data Protection**

## **Brochure and Online activity**

We have taken care to ensure that all our brochure and website information, pictures and descriptions have been compiled from up to date information and are accurate at time of going to press. It is published in good faith. Limitation of liability We only accept responsibility for the proper performance of our obligations under this contract. We will perform such obligations with reasonable skill and care. Our liability to you (within our responsibilities) is limited to the price of your reservation costs (without extras). We are not responsible for any failure or loss that is: • Attributable to you or a member of your party; • Attributable to a third party unconnected with the provision of the services to you, and is unforeseeable or unavoidable; • Attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment. • Due to Force Majeure\* • Due to information, however obtained, from outside sources such as independent third party websites • Any consequential loss not directly connected to the contract with us.

## **Data Protection Policy Statement**

The Owner will hold information provided by you to us in connection with your booking(s). It will be used in connection with your booking and for marketing purposes were you provide permission to do so. The Owner may use the information to provide you with details of our full range of services and products. If you are on our mailing list and do not wish to receive any future news, updates or offers then please notify us in writing.

## **Monitoring**

To ensure that we carry out your instructions accurately, improve our service, for security and to reduce the possibility of fraud, we may monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; and (3) transactions and activities at all points of contact. All recordings are and shall remain our sole property. Security Statement We have taken all reasonable steps and have in place appropriate security measures to protect your information.

## **Changes to this Policy**

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.