

Derwent House & Brandelhowe – Terms & Conditions

There is a complete **no smoking** policy at Derwent House and Brandelhowe

1. AGREEMENT

The Holiday Suite Hiring Agreement is between Derwent House Holidays (Oliver W Bull and Mary M Bull) and the Hirer, i.e. the person named in the Booking Application. The Hirer contracts on behalf of all persons in the party who use the accommodation. The Agreement is governed by English Law.

2. BOOKING PROCEDURE - INITIAL PAYMENT - PAYMENT OF BALANCE

Provisional reservations can be made by e-mail, telephone, fax or post. A provisional reservation will be held open for 7 days pending receipt of the Booking Application and deposit.

The deposit is £50 per week plus the premium for the Cancellation and Curtailment Protection Scheme ("CCPS") when applicable.

If the booking is for a holiday to commence within four weeks, or is for a short break, the total hire charge plus the premium for the CCPS (If applicable) is payable upon booking.

After receipt of the Booking Application and deposit (or full payment) we will issue Confirmation. Once this is sent, the Hiring Agreement is effective and the Hirer is responsible for the payment of any balance due. This will be shown on the Confirmation.

Where a booking has been made more than four weeks before the holiday commencement date and the deposit paid, the balance is payable four weeks before the start of the holiday.

Please note that we do not issue any reminders for payment.

We reserve the right to cancel a holiday where full payment has not been received by the due date. If this occurs, the deposit is forfeit and the Hirer remains liable for the payment of the balance outstanding less any payment received by us in any replacement holiday arrangement, but with an administration fee of £20 deducted.

All letters and payments are sent at the risk of the Hirer, particularly as regards any delays or losses in the post.

3. CANCELLATION OF BOOKING BY HIRER - CANCELLATION AND CURTAILMENT PROTECTION SCHEME

Our Scheme is required unless the holiday is paid for in full upon booking (when the CCPS may be taken on an optional basis) or unless the Hirer has personal insurance arrangements for not less than equivalent cover, but evidence of this must be produced if so requested.

The CCPS Premium is payable upon booking. This then provides automatic cover as from the date on the Confirmation. Please see the last page of this document for the further details.

We reserve the right to refuse or cancel bookings from inadequately insured Hirers and in that event the Hirer shall have no claim against us.

If the reason for cancellation is not covered by the CCPS (see below) (or if the CCPS is not in effect), then upon cancellation by the Hirer within four weeks of the holiday commencement date, the deposit is forfeit and the whole of the balance of the total holiday cost (if any remains outstanding) is payable by the Hirer.

If cancellation is more than four weeks before the start of the holiday then the deposit is forfeit and the Hirer shall be liable to pay 50% of the balance due, if any remains outstanding. If this has been paid there will be an appropriate refund. If we are able to make a replacement booking there will be a refund to the Hirer of the balance money due on cancellation (but not of the deposit) but with an administration fee of £30 deducted.

4. AMENITIES AND CAR PARKING

There is a complete no smoking policy at Derwent House and Brandelhowe

We provide a personal towel, bath sheet and tea-towels per person per week stay.

During the hire period, the Hirer and party shall have the exclusive use of the accommodation but such use and all amenities provided shall be entirely at the Hirer's risk. We do, however, reserve the right of access to the accommodation for, e.g. repairs or necessary inspections.

Parking for Shire, Hunter and Cob is on road (suggest below Derwentwater Hotel). Parking for Brandelhowe is on the front of Harney Peak (bay marked)

WiFi: There is free WiFi available for you (gaming and gambling sites excluded). When connecting you should select the network called 'Derwent House'. The key/password is derwentwater123. This should then give broadband access.

5. RESPONSIBILITIES OF HIRER

The Hirer is fully responsible for the accommodation and is expected to take all reasonable care of it. The Hirer is also fully responsible for all acts and defaults of all members of the party (and any pets) and of any guests or visitors entertained at the accommodation.

6. PARTY SIZE

Brandelhowe has a maximum occupancy for four persons, Shire and Hunter for three persons and Cob for two persons, although Cob can take 4, using a "bed-settee". Occupants must either be adults or children over the age of 6 at the holiday commencement date. These numbers may not be exceeded and children younger than stated may not occupy the accommodation without our prior agreement.

We reserve the right to refuse admittance either at the commencement of the hire or at any time thereafter if this condition is not observed. In this event, the Hirer shall have no claims against us.

In addition, we reserve the right to refuse or to revoke any bookings from parties which may in our opinion (and at our sole discretion) be unsuitable for the accommodation. Again, in this event, the Hirer shall have no claims against us.

7. PETS

A maximum of two well-behaved pets (but no puppies) are allowed. Details of pets must be disclosed with the Holiday Suite Booking Application and then agreed by us in writing. An additional fee will be payable. Pets must never be left unattended in the accommodation. If wet or dirty, pets must be thoroughly cleaned and dried before going into the accommodation. The provisions as to party size as above shall also apply in relation to any pets not agreed in writing with us.

8. BREAKAGES AND DAMAGE

All breakages and damage must be reported by the Hirer to us and are the responsibility of the Hirer. This is so that repairs or replacements can be made prior to the arrival of subsequent guests. The Hirer must pay all costs arising upon demand. However, at our sole discretion, minor items will not normally be charged.

9. BROCHURE AND INFORMATION

All information (including in information folders in the accommodation) is given by us in good faith and believed correct when given, but we cannot be held responsible for any errors or the results thereof.

10. AVAILABILITY AND RESPONSIBILITIES OF DERWENT HOUSE HOLIDAYS

The hiring of the accommodation is made on the understanding that it will be available for the dates stated in the Confirmation. In the unlikely event that the accommodation is not available through events arising outside our control (e.g. fire, theft, damage, delay of building works, drought, flooding, the interruption of utility services, exceptional adverse weather conditions or similar) then we may have to cancel the booking. The Hirer will be advised of any such circumstances as early as possible and will (where feasible) be offered alternative accommodation. If this not possible, or if alternative accommodation is not acceptable to the Hirer, then we will refund all moneys paid in full (including the CCPS Premium) but the Hirer will have no further or other claims against us.

We cannot otherwise accept liability for happenings outside our control (e.g. as above, or breakdown of domestic appliances, plumbing, wiring or similar) and whilst we will use reasonable endeavours to attend to these matters so as to minimise any inconvenience, the Hirer will have no claim against us.

Generally, (otherwise as may be provided in law), we cannot accept any responsibility for any injury, loss or damage to the Hirer or to any member of the party using the accommodation or to any guests or visitors. All vehicles baggage and personal belongings shall be at the Hirer's risk at all times.

11. ARRIVAL AND DEPARTURE

The accommodation will be available after 4.00 p.m. on the first day of the holiday.

The accommodation should be vacated by 10.00 a.m. on the last day of the holiday and should be left clean and tidy.

12. COMPLAINTS PROCEDURE

We hope there will be no complaints, but in the unlikely event that the Hirer is not satisfied with the accommodation, we should be contacted immediately (and initially to our local managers) and we will use reasonable endeavours to resolve the problem. (It is too late to report something for the first time after the end of the holiday!) If the Hirer then still feels that the problem has not been satisfactorily resolved, the Hirer must within 7 days of returning from holiday, put the complaint in writing to us. We will then consider it further. Unless this procedure is strictly observed, we cannot entertain any claim arising out of complaints.

We are a member of the Cumbria Tourist Board ("CTB") and undertake to observe their Code of Conduct. In the event of our being unable to resolve any complaint that might arise regarding the standard of the accommodation, we reserve the right to refer the complaint to CTB for arbitration.

CANCELLATION AND CURTAILMENT PROTECTION SCHEME (CCPS)

THE SCHEME provides a complete refund of all hire charges paid, or for which the Hirer is legally liable (excluding the Scheme Premium) where the accommodation booked is not taken up due to

- a) death, severe illness, quarantine, severe bodily injury or redundancy (as qualifying under the Redundancy Payments Act 1965), of the Hirer, or the like (excluding redundancy) of the spouse, parents, parents-in-law, child, sister, brother or close business associate or any member of the Hirer's party named on the Booking Application Form;
- b) strikes, riots, civil commotion affecting the immediate close home area of the Hirer after the date of booking which could not then reasonably have been anticipated;
- c) the Hirer being summoned for jury service or witness attendance in a Court in the United Kingdom and the Hirer not being released from attendance or otherwise the hearing being adjourned.

Should the Hirer have to curtail a holiday period covered by the Scheme due to the specific reasons as stated above, or having to return home by Police request following a burglary at home or following severe damage by fire or flood (the Hirer's party abandoning the remainder of the holiday), there will be a proportionate refund of hire charges paid. This will be based upon a daily rate proportionate to the number of complete days (other than the departure day) lost against the total hire charges (excluding the Scheme premium) up to a maximum of one half of those total hire charges.

It is a condition precedent to a refund being made under the Scheme that all persons mentioned in point (a) above are in good health physically and mentally at the time of the booking and that the age of such persons does not then exceed 70 years.

EXCLUSIONS. The Scheme does not cover claims arising directly or indirectly from or consequent upon winter sports, mountaineering, tours, motor sports, pregnancy or post-maternity conditions, nor any recurring chronic or continuing illness, disability or condition of any relevant person mentioned in point (a) above for which medical treatment or consultation has taken place during the twelve months immediately preceding the date of booking of the holiday, nor war or kindred risks.

CLAIMS must be made within 14 days of the date of the occurrence giving rise to the claim. Claims must be supported by satisfactory evidence which shall be medical

evidence from a fully qualified medical practitioner or redundancy notification and P45 or other relevant documents which must be obtained by the Hirer at the Hirer's expense.

PREMIUMS. Unlike other schemes, this Scheme charges a Premium relative only to the accommodation booked and the length of the holiday as against being charged to each person in the party. The Premium will be found on current tariff list.

DERWENT HOUSE HOLIDAYS

CANCELLATION AND CURTAILMENT PROTECTION SCHEME

THE SCHEME provides a complete refund of all hire charges paid, or for which the Hirer is legally liable (excluding the Scheme Premium) (subject to a £30 administration charge) where the accommodation booked is not taken up due to

- a) death, severe illness, quarantine, severe bodily injury or redundancy (as qualifying under the Redundancy Payments Act 1965), of the Hirer, or the like (excluding redundancy) of the spouse, parents, parents-in-law, child, sister, brother or close business associate or any member of the Hirer's party named on the Booking Application Form;
- b) strikes, riots, civil commotion affecting the immediate close home area of the Hirer after the date of booking which could not then reasonably have been anticipated;
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It is a condition precedent to a refund being made under the Scheme that all persons to whom the Scheme relates are in good health physically and mentally at the time of the booking and that the age of such persons does not then exceed 70 years.

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DERWENT HOUSE HOLIDAYS

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