

Lake View Lodge at Foxholes Lake Booking Terms and Conditions

The Parties

The parties to this Contract are:

(a) "the Customer": the person (being 18 years of age or over) who makes the booking, 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 and takes full responsibility for all party members; and,

(b) "the Owner": Foxholes Lake.

(c) "the Property": Lake View Lodge (cottage attached to Longacre Lodge) and surrounding grounds.

Commencement and Operation of Contract

This Contract and booking only comes into operation when the Owner issues a written confirmation to the Customer following receipt and upon processing of the appropriate deposit.

A booking for a holiday will only be confirmed when a deposit of 25% has been received by Foxholes Lake. A booking is taken on a provisional basis until a deposit has been paid in full. Until the booking is confirmed it can be cancelled at any time without prior notice. The deposit must be paid within 3 days of making the booking request. If the deposit is not paid the holiday dates will be made available on the booking calendar/

The Owner has the absolute right to refuse any bookings. In this case, monies received will be promptly returned to the Customer. The Owner reserves the right to cancel or alter arrangements made for the Customer, whether before or during the relevant visit;

- (a) Where any error has arisen regarding availability,
- (b) in any circumstance that arises from or is attributable to acts, events, omissions or accidents beyond the control of the Owner or
- (c) where in the reasonable opinion of the Owner, it is necessary to perform or complete essential remedial or refurbishment works.

The balance of the booking cost must be received by the Owner no later than eight weeks before the Customer's arrival date. Any failure to pay the deposit or balance in full by the due date will constitute a cancellation of the holiday by the Customer.

If the Customer books less than eight weeks before the arrival date, payment of the total cost including the deposit shall be due immediately.

All payments shall be made to Foxholes Lake via bank transfer.

Cancellation

(a) By the Customer

Non-payment of the balance of rent by the due date will cancel the booking and the booking deposit of 25% of the total cost of the holiday shall be forfeited.

The booking may be cancelled at any time before 8 weeks by the Customer giving the Owner notice in writing via email at hello@foxholeslake.com. On receipt of written cancellation, the Owner will endeavour to re-book the accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £100 to cover office administration. Foxholes Lake reserves the right to discount the cost of a cancelled week for late availability bookings, which may lead to no refund being payable.

If the customer cancels the booking for any reason following payment in full for the holiday, the entire sum paid is forfeited.

Once a booking has been accepted by the Owner it can only be changed to different dates by treating the original booking as a cancellation. Please refer to applicable cancellation terms above.

Customer's are strongly advised to take out independent holiday cancellation insurance to cover any cancellations to the booking/holiday due to any conditions which may affect the Customer's journey to the Property booked. Force majeure includes any event which the Owner could not, even with all due care, foresee or avoid. Such events will usually include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire, closure, restriction or congestion of airspace, airports and ports and all other events outside the Owner's control or the UK Foreign Office advice. Please refer to applicable cancellation terms above.

(b) By the Owner

If, due to circumstances beyond the Owner's control, the Customer's booking is cancelled, the Customer shall be refunded the full amount of the booking in an equal amount to time remaining. The Owner cannot, however pay any compensation or expenses as a consequence of such an event.

Commencement and Termination of Stay

The Customer should arrive no earlier than 4pm on the start date of the holiday unless an early check in arrangement has been agreed and leave no later than 10am on the final day. Should a Customer leave later than the departure time then a fee of £100 will be charged.

Information about keys and how to collect them will be provided prior to the Customers stay.

Use of the fishing lake starts from 5pm on the day of arrival and finishes at 9am on the day of departure.

Additional day tickets for fishing can be purchased in advance for the day of arrival or departure. Fishing on day tickets is from 9am until 5pm.

Occupancy

The number of people occupying the Property should not exceed the maximum number stipulated on the booking confirmation. Subletting or assignation of the let is prohibited. The period of occupancy includes two complimentary fishing pegs (maximum of two rods per peg/person) that can be used throughout the stay.

The Customer must not use the accommodation or allow its use for any dangerous, offensive, noisy, illegal, or antisocial activities or carry out any act that may be a nuisance or annoyance to the Owner or any neighbours.

No fireworks, Chinese or sky lanterns (or other lights or illuminations that have naked flames) should be let off from the Property (including any garden or grounds).

The accommodation is designed for family use, not for youth groups or student parties. The Owner is entitled to refuse to hand over and to repossess the accommodation if the Owner reasonably believes that any damage is likely to be caused by the Customer or the Customer's party.

Sleeping in vehicles, including caravans, parked in or around the Property or tents is not permitted.

Customers must remain solely on the business premises and not in any part of the Owners accommodation/garden.

The Owner is entitled to ask the Customer to leave the Property and Foxholes Lake without any refund if, in the Owner's opinion, the behaviour of the Customer and/or his/her party is unacceptable.

The Owner reserves the right to refuse entry to anyone, who in the Owner's opinion is not suitable to or capable of taking charge of the Property.

The Owner reserves the right to ask the Customer and their party to leave the Property and Foxholes Lake, without refund, should the behaviour of the Customer and/or their party be considered by the Owner to be unreasonable.

Care of Property, Damages and Breakages

The Customer undertakes to take reasonable and proper care of the Property, including all of its contents and surrounds, and to leave the Property in the same state of repair, condition and tidiness as at the beginning of the stay. The Customer must notify the Owner

immediately of any breakages or damages. The Customer may at the Owner's discretion be required to reimburse the Owner for replacement, repair or any extra cleaning costs.

The Property

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. The holidaymaker accepts that no refunds are available for such discrepancies.

Pets

Pets are strictly prohibited at the Property. If a Customer arrives with a pet they will be asked to leave the Property without a refund.

Smoking

Smoking or vaping is not allowed inside any part of the Property or outbuildings. Any Customer smoking outside must use an ash tray that can be safely disposed of.

Linen and Services

There are no additional charges for linen, electricity, heating, gas and water services within the property. Electricity can not be used to charge electric cars. The 'smart' heating controls are capped at a maximum of 24 degrees. Any Customer found using electricity from the Property to charge an electric car will be asked to leave without refund and be charged an appropriate fee.

Liability

The Owner accepts no liability for any accident, damage, loss, injury, expense or inconvenience that may be suffered, incurred, arrived out of, or in any way connected with, the Property or fishing lake/facilities. Vehicles and possessions are left entirely at the risk of the Customer.

The provision of wireless broadband internet access is a complimentary facility and Foxholes Lake accepts no liability for loss of coverage or quality where technical problems are experienced.

Foxholes Lake cannot accept liability in the event that complimentary facilities such as the fishing lake should become unavailable to use (such as being frozen over).

If the Property (excluding the use of the fishing lake) becomes unavailable or unusable for any reason before the start date of the holiday or during the stay, then the Owner's obligation will be:

- to use their reasonable endeavours to find suitable alternative property, or failing which,

- to reimburse the client for any monies paid or in the case of disruption during a stay, pro rata.

It is the responsibility of Customer's to ensure that they and their party adhere to all safety instructions and the rules for fishing.

Please note that the Property is in a rural environment and can be subject to environmental conditions beyond the Owner's control such as, high pollen levels from crops, smells from agricultural activities on neighbouring farms and noises from guns being shot, and so on.

If there is a breakdown of any of the utility services at the property (ie. heating, electrics, WiFi, etc. the Owner will endeavour to get the problem fixed as soon as possible and will take any appropriate steps to provide an alternative source of heat/power if possible. No refunds will be provided for any loss of amenity in this respect.

Rights of Entry

The Owner shall be allowed the right of entry to the Property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance.

Repeat Bookings

The Owner accepts no obligation to reserve specific weeks on an annual basis. Where tariffs are published on the website and weeks are shown as available, the Owner will accept any booking subject to compliance with the terms and conditions.

Rates

Prices are subject to change without notice, however, those confirmed upon booking will always be honoured. The Customer's rate will be confirmed at the time of booking; the Owner regrets that they cannot change the rate or terms of the Customer's stay once a booking has been confirmed. No quotes will be guaranteed until a deposit or full payment is made.

Discounts

Foxholes Lake does not offer repeat visit discounts. The Owner reserves the right to amend prices of available weeks, refunds or discounts cannot be offered for holidays already confirmed.

Leisure Facilities

Customer's may use the lake for fishing throughout the duration of their stay. A condition of using the facilities is that all Customers must comply with the rules located in the Property. Children under 16 years of age must be accompanied by an adult at all times. Any Customers found to be breaking the rules will be asked to leave the premises immediately without reimbursement.

At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond the Owner's control. The Owner will attempt to keep all Customers informed of these circumstances however this may not always be possible.

Exclusive Use

Definition:

Exclusive use means that there will be no day fishing anglers using/fishing at the lake for the period of exclusive use agreed. Fishing at the lake will be exclusive for the occupants of the Property.

Availability and Booking:

The option to book exclusive use of the fishing lake is available upon request, is subject to availability and is not guaranteed. Requests for exclusive use must be made 8 weeks in advance of the Customer's stay and will be confirmed once a booking deposit has been received. Exclusive use is offered only for the specified dates and times agreed upon during the booking process. Should a 'last minute' booking be made the Customer can request an exclusive use, however this is not guaranteed.

Cost:

A supplementary fee will apply for exclusive use of the fishing lake. The price for exclusive use will be provided at the time of booking and is in addition to the standard Property fees. Payment for exclusive use is due at the time of booking or as otherwise specified in the booking agreement.

Access and Use:

Customers who have booked exclusive use of the fishing lake will have sole access to fishing at the lake during the agreed time period. Access is restricted to those included in the booking and may not be shared with other parties unless explicitly agreed in advance. The fishing lake must be used in accordance with all health and safety guidelines provided. On occasions there may be some grounds maintenance required during the period of exclusive use such as lawn mowing and gardening in order to keep the facilities at their best.

Fishing Rules:

All standard fishing rules apply during the period of exclusive use. Any violation of these rules may result in revocation of the exclusive use booking without refund.

Cancellation or Alteration:

If a Customer wants to cancel or alter an exclusive use booking, they must notify the Owner in writing 8 weeks prior to their stay. Cancellations may after this time will subject to a cancellation fee of £25, and refunds are not guaranteed, depending on the notice period and circumstances.

Right to Refuse:

The Owner reserves the right to refuse or cancel exclusive use bookings in the event of non-compliance with the terms and conditions, inappropriate behaviour, any situation that

compromises the safety of Customers, unavailability or any circumstances out of the control of the Owner.

Complaints

Every care is taken to ensure that the Property is presented to Customers at a high standard. Should the Customer at any time believe there is a problem, or a cause for complaint, the Owner should be contacted immediately. This does not affect the Customer's statutory rights.

Property descriptions and all details written (and verbal) both in a brochure and on any websites are given in good faith and are believed to be correct, but their accuracy cannot be guaranteed. Foxholes Lake reserves the right to amend their holiday prices quoted on the internet due to error or omission.

Complaints which are not reported immediately, during the holiday, will not be entertained subsequently and certainly not after the end of the rental period. The Owner must be given the opportunity to rectify any problem identified by the Customer during their stay. No correspondence will be entered into in respect of complaints made on the day of departure or after the Customer's return home, when no opportunity has been provided for the Owner to rectify the problem.

Agreement

By making a booking at Foxholes Lake (Lake View Lodge), you agree to these terms and conditions in full.

Foxholes Lake shall be entitled to vary, amend and/or otherwise change these terms and conditions at any time without prior notice.

Written March 2025