

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 2 days of making the booking request. If the deposit is not paid the holiday dates will be made available on the booking calendar/website.

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 or Stripe (online payment).

Cancellation

(a) By the Customer

The Customer may cancel their booking by giving written notice to Foxholes Lake by email at hello@foxholeslake.com.

If the Customer cancels more than 8 weeks before the arrival date, the 25% booking deposit will be retained as a cancellation charge.

If the Customer cancels 8 weeks or less before the arrival date, the Customer will remain liable for the balance of the booking. However, Foxholes Lake will make reasonable efforts to re-let the accommodation for the cancelled dates.

Where the accommodation is successfully re-let for all or part of the cancelled period, Foxholes Lake will refund the amount recovered from the replacement booking, less the amount of any discount offered to secure the replacement booking and a £100 administration charge. Any refund will be limited to the amount actually recovered from the replacement booking and will not exceed the amount paid by the Customer.

If the accommodation cannot be re-let, Foxholes Lake reserves the right to retain the amount paid to cover losses arising from the cancellation, subject always to applicable consumer law.

A booking cannot be transferred to alternative dates once confirmed unless agreed by Foxholes Lake. A request to change dates may be treated as a cancellation of the original booking and a new booking, subject to availability and the cancellation terms above.

Holiday Cancellation Insurance

Customers should take out suitable independent holiday cancellation and travel insurance at the time of booking. Insurance should provide cover for cancellation or curtailment of the holiday, including circumstances that may prevent or affect the Customer's ability to travel to or stay at Lake View Lodge.

Foxholes Lake cannot accept responsibility for costs or losses arising from a Customer's inability to travel due to illness, injury, adverse weather, travel disruption, road closures, or any other circumstances beyond the Owner's control. Any refund or cancellation entitlement will be subject to the cancellation terms set out in these Booking Terms and Conditions.

Customers are responsible for ensuring that their insurance policy provides adequate cover for their individual circumstances and the full value of their booking.

(b) By the Owner

If, due to circumstances beyond the Owner's reasonable control, the Customer's booking is cancelled, the Customer will receive a refund of monies paid in respect of the affected period. The Owner cannot, however pay any compensation or expenses as a consequence of such an event. Refer to the below clauses.

Force Majeure

Foxholes Lake shall not be liable for any failure or delay in performing its obligations under these Terms and Conditions where such failure or delay results from circumstances beyond the reasonable control of the Owner ("Force Majeure Event").

Such events may include, but are not limited to:

- acts of God, natural disasters, flooding, storms, extreme weather conditions or other environmental events;
- fire, explosion or structural damage;
- pandemic, epidemic or public health emergencies;
- war, terrorism, civil unrest or industrial disputes;
- government restrictions, legal requirements or changes in regulations;
- utility failures or interruptions to essential services;
- closure or restrictions affecting access to the Property;
- water quality issues, low oxygen levels, environmental conditions, fish welfare concerns or other circumstances affecting the safe operation of Foxholes Lake; and
- any other event which the Owner could not reasonably have foreseen or prevented.

Where a Force Majeure Event occurs, Foxholes Lake will notify the Customer as soon as reasonably practicable and will use reasonable endeavours to minimise any disruption.

If, as a result of a Force Majeure Event, Lake View Lodge becomes unavailable or cannot reasonably be used for the booked stay, Foxholes Lake may, at its discretion:

- offer the Customer an alternative date, where reasonably available; or
- provide a refund of monies paid for the affected period where appropriate.

Foxholes Lake shall not be responsible for any additional costs, expenses, travel arrangements, loss of enjoyment, compensation or consequential losses arising from a Force Majeure Event.

A Force Majeure event does not automatically mean the whole booking is cancelled if it just affects the fishing lake.

Where fishing facilities become temporarily unavailable or restricted due to circumstances beyond the Owner's control, including fish welfare, water quality, weather conditions or environmental reasons, no refund or compensation shall be payable in respect of the loss or restriction of fishing facilities. The health and welfare of the fish and the long-term sustainability of Foxholes Lake will always remain the priority.

Commencement and Termination of Stay

The Customer should arrive no earlier than 4pm on the arrival 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.

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

Occupancy

The number of people occupying the Property should not exceed the maximum number stipulated on the booking confirmation, normally 2 people. Subletting or assignment 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 Owner's accommodation/garden.

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 ashtray so that the 'ash' 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 cannot be used to charge electric cars. The 'smart' heating controls are capped

at a maximum of 24 degrees. Any Customer found to be 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 suffered or incurred by the Customer or any member of their party arising from or in connection with the Property, fishing lake or associated facilities, except where such liability cannot legally be excluded or limited.

Customers are responsible for ensuring that all doors and windows of the Property are closed and locked when the Property is unoccupied and when they are fishing. Vehicles and personal possessions are left entirely at the Customer's own risk.

Wireless broadband internet access and television are provided as complimentary facilities. Foxholes Lake accepts no liability for any loss of service, coverage or quality arising from technical problems or circumstances beyond the Owner's reasonable control.

Foxholes Lake cannot accept liability where complimentary facilities, including the fishing lake, become temporarily unavailable. Please refer to the **Fishing Availability** section for further information.

If the Property, excluding the fishing lake, becomes unavailable or unusable for any reason before the arrival date, the Owner's obligation shall be to reimburse the Customer for any monies paid in respect of the affected booking.

If the Property becomes unavailable or unusable during the stay, the Owner will, where appropriate, provide a pro-rata refund for the period during which the Property is unavailable or unusable.

Customers are responsible for ensuring that they and all members of their party comply with all safety instructions, Property rules and fishing rules applicable during their stay.

The Property is situated in a rural environment and Customers should be aware that environmental and agricultural conditions beyond the Owner's control may occur. These may include high pollen levels, smells arising from agricultural activities on neighbouring farms, agricultural noise, shooting noise, flies and other rural or environmental conditions.

In the event of a breakdown or interruption to any utility or service at the Property, including heating, electricity or Wi-Fi, the Owner will use reasonable endeavours to restore the affected service as soon as reasonably practicable. No refund will normally be provided for the temporary loss of an individual amenity where the Property remains reasonably usable.

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 the Owner 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 will not be offered for holidays already confirmed.

Fishing Lake

Customers may use the lake for fishing during the permitted fishing times during their stay, subject to the Fishing Availability provisions and all lake rules. 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.

Fishing Availability

Fishing is provided as an additional facility and forms part of the holiday experience. While Foxholes Lake will endeavour to provide access to fishing throughout the Customer's stay, **fishing is not guaranteed** and may be restricted, suspended or stopped at any time where the Owner considers this necessary.

Fishing may be restricted or suspended for reasons including, but not limited to:

- fish welfare or concerns regarding the health or wellbeing of the fish;
- water quality or changes in water conditions;
- low water levels;
- low dissolved oxygen levels;
- high water temperatures (generally over 20 degrees);
- extreme or adverse weather conditions, including storms, high weather temperatures, prolonged periods of heat or severe cold;
- frozen or partially frozen water;
- maintenance, safety or environmental management;
- circumstances affecting the safe operation or sustainability of Foxholes Lake;
- failure by a Customer or their party to follow the lake's fishing, fish-care, biosecurity or safety rules; or
- any other circumstances where the Owner reasonably considers that fishing should be restricted or stopped.

The Owner reserves the right to stop fishing immediately where they consider this necessary to protect the health, welfare or safety of the fish, Customers or the lake environment. The Owner's decision in such circumstances will be final and made in the interests of fish welfare, customer safety and the responsible management of the lake.

Customers must comply fully with all fishing, fish-care, biosecurity and safety instructions provided by Foxholes Lake. Failure to follow these requirements may result in fishing being withdrawn immediately, without refund or compensation.

No refund or compensation will be payable where fishing is temporarily restricted, suspended or stopped due to circumstances beyond the Owner's control, environmental or weather conditions, fish welfare requirements, or a Customer's failure to comply with the lake rules.

The health and welfare of the fish, together with the long-term sustainability of Foxholes Lake, will always take priority over fishing availability.

Privacy

Foxholes Lake processes personal information in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

By making a booking, the Customer acknowledges that their personal information will be processed for the purposes of administering their booking, communicating with them regarding their stay, complying with legal obligations and, where applicable, with their consent for marketing communications.

Further information about how we collect, use and protect personal information can be found in our Privacy Notice, available on our website.

CCTV

CCTV is in operation at Foxholes Lake for the purposes of security, crime prevention and the safety of customers, visitors and the property. CCTV cameras cover selected external areas, including the lake and parking areas. CCTV does not cover the interior of Lake View Lodge or private outdoor areas intended for customer use.

Further information about how CCTV footage is collected, used, stored and retained is available in the CCTV Policy on the Foxholes Lake website.

Photography and Marketing

Foxholes Lake may take photographs and videos of the Property and grounds for marketing purposes. Every reasonable effort will be made to ensure that Customers are not identifiable in such images without their consent

Customers are welcome to share photographs of their stay on social media. By tagging or mentioning Foxholes Lake, Customers acknowledge that the Owner may request permission to share such content on its own marketing channels.

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.

Customers should report any problem or complaint to the Owner as soon as reasonably practicable during their stay, to allow the Owner a reasonable opportunity to investigate and, where possible, rectify the issue.

Failure to report an issue during the stay may limit the Owner's ability to investigate or remedy the matter and may be taken into account when considering any subsequent complaint.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Severability

If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable, that provision shall be deemed to be removed or amended to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

Entire Agreement

These Terms and Conditions, together with any booking confirmation and other documents expressly referred to in them, constitute the entire agreement between the Owner and the Customer in relation to the booking. They supersede any previous agreements, discussions or representations, whether written or verbal, relating to the booking.

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

Foxholes Lake reserves the right to amend these Terms and Conditions from time to time. Any changes will apply to future bookings and will not affect the terms applicable to a booking already confirmed, unless required by law

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