

Terms and Conditions

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS.

1 The Forge Holiday Letting

The contract for a short-term holiday rental or vacation or let will be between The Forge Holiday Letting (and for the avoidance of doubt this includes The Smithy holiday let unit) (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking conditions, the law of England and Wales will govern the Contract. The contract of hire is not effective until we have received the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of the booking and the booking must list names and ages of your party.

2 Duration and Times of Lettings

You should not arrive before 5pm whilst covid cleaning regimes are in place (or before 4pm when the additional covid cleaning regimes have been ceased) on the commencement date, and leave by 9am whilst covid cleaning regimes are in place (or by 10am when covid cleaning regimes have ceased) on the day of your departure. Failure to do so will result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

3 Booking Procedure

Whilst we are prepared to consider requests for reservations of the properties, the confirmation of a reservation shall not render us liable in the event that the property is unavailable for occupation during the period reserved and no contract will arise between us and you otherwise than in accordance with the following provisions of these terms and conditions.

4 Booking

All applications to book holidays in the properties should be submitted by you to us using our standard booking enquiry page on our website (www.the4ge.co.uk) for the time being in force ("Booking Form"), additionally we will accept telephone enquiries where availability and cost can be discussed. Enquiries for bookings will be confirmed by either a telephone conversation between you and us but ultimately in correspondence. Once the Booking is agreed, a £50 non refundable deposit is required to secure your booking – payments can be made via PayPal, bank transfer or cheque (made payable to The Forge Holiday Letting).

Payment for the outstanding amount of the holiday booking is to be made no later than 4 weeks before commencement of your letting period. However, if your booking is made less than 4 weeks before the start of your vacation then the full amount payable in respect of the whole of the letting period is to be made when finalizing the booking.

5 Acceptance of an Application

The contract between us and you for the letting of the property shall arise upon us (or our agent) giving written confirmation of acceptance of your application (which at our discretion may be dispatched by pre-paid post or electronically to any email address provided by you in the booking form) or upon us having obtained cleared funds in respect of the application fee whichever is the latter.

6 Payment

The full amount of the payment for the fee for the letting (less the amount to which clause 4 refers) shall be paid on the "due date" namely:

1. In a booking in which clause 4 applies, not later than 4 weeks before the commencement of the letting; or
2. In a booking to which is less than 4 weeks to commencement, upon our acceptance under clause 5.

7 Failure to pay

Non-payment of the sum payable under clause 6 by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client. The terms

as to payment in clause 8 thereafter apply.

8 Cancellation

ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE.

Any request to cancel a booking must be made to writing to us. You shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of the cancellation. We will use our reasonable endeavours to re-let the property in respect of the cancellation period. If we are successful, you will be refunded the money that you have paid less the difference between moneys you have paid minus the sums receivable from the re-letting after deduction of all costs and expenses incurred by us which shall include an administration fee of £25.

9 Changes

We reserve the right to amend the price quoted in any current advertising material or rates sheet due to errors or omissions or changes in the VAT rate. In such circumstances we will contact you as soon as we become aware of an increase (or indeed decrease) in charges. If you do not wish to pay the increase (or receive any credits) you shall be entitled to cancel the reservation and receive a full refund for all monies paid in respect of the reservation providing notice of cancellation is given in accordance with the provisions of clause 4 and within 7 days of you receiving notice of the amendment to the price to be charged from us.

10 Changes to bookings

We will consider any request to change dates after confirmation has been issued. We reserve the right to charge an administration fee of £25 in the event a change of booking is made.

11 Occupancy and Use of Property

Only the number of people notified to us in your booking may stay in the property overnight. Under no circumstances may more than the maximum number of persons stated in the current advertising material and/or the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities of The Forge (or the Smithy) holiday letting, unless prior written consent has been obtained by us. To exceed the maximum number of persons in either cottage overloads the facilities available which are not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

12 Care of the Property

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. We request noise to be kept to a minimum between the hours of 11pm and 7am. Smoking or vaping is not allowed in any of the properties or in any communal areas. Barbeques are not permitted at the properties. E-scooters and e-bicycles can not be stored within the properties (this accounting for the potential fire hazard associated with their batteries)

13 Damages and Damage Payment

Any damage caused during your stay at the holiday cottage by you should be reported immediately to us. And if deemed solely by us to be appropriate you will be financially liable for any repairs/rectification of the damage caused – this to be paid before your departure on the final day of your vacation.

In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during your reservation period you will be notified in writing of the details of any extra costs incurred within 14 working days after the end of the reservation period and this amount shall be liable to be paid by you to us.

14 Oil & Electricity

Oil (for central heating) and electricity is provided for your use.

There will be a £20 per week surcharge for oil usage between the months of November – end of March inclusive – this fee should be paid at the start of your period of letting.

Additionally, excessive use (namely 20% or more than the average for the period of your stay) of oil or electricity will be financially liable by you. We will monitor oil and electricity use during your stay and notify you should excessive use be noted.

15 Liability

This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of any breach of this agreement; any use made by you or any third party residing or making use of the property during your period of reservation and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of us for death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

We shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement.

Any vehicle of yours or any third party making use of or visiting you at the property during the period of your reservation is left at the property entirely at the risk of the owner of the vehicle.

Any belongings and goods that you, or persons visiting, bring to the property are your responsibility and we will not be liable for any damage or loss encountered. Any electrical goods brought to the properties by you are to be in a serviceable condition.

16 Force Majeure

In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full to you all fees, charges and any deposit paid in advance by you. We will not be liable for any other claim for loss or damage by you.

17 General

(a) In the event of any conflict between these booking conditions and any other contents of any brochure or website, these conditions shall prevail.

(b) These terms and the contract between you and us shall be subject to and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any claim arising from such contract.

(c) Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.

(d) Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.

WE REQUIRE THAT OUR GUESTS READ AND ACCEPT THE FOLLOWING CONDITIONS WHICH SHOULD BE READ IN CONJUNCTION WITH AND FORM PART OF THE BOOKING CONDITIONS.

1. To behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the property.
2. Your holiday or that of any third party residing or making use of the property during the period of your reservation in breach of this clause may be terminated immediately and without Compensation or any further obligation. Any damage to facilities arising out of misuse or as a result of negligence and/or failure to follow the instructions herein will be chargeable to you.
3. The use of candles inside or outside properties is strictly prohibited. The use of BBQs is NOT permitted.

4. Additionally, you are requested to turn off all electrical appliances which you have switched on before going to bed, as well as closing doors as appropriate.

18 Pets

Pets or wild animals are not permitted in or on our properties.

19 Security and Privacy

The Forge (and Smithy) Holiday let will ensure that:

1. Your Personal data is only used for the legitimate interests of The Forge Holiday Letting and does not unduly prejudice the rights and freedoms of the individual in question.
2. Personal data will be processed fairly and lawfully in accordance with the Data Protection Act.
3. We will not process "sensitive" personal data without prior consent from you.
4. Access will be granted to computerised personal data in the form of a computerised "printout", and to manual personal data at our discretion.
5. Information processed will be accurate, relevant, current, up to date and not excessive.
6. Personal data will be kept only for so long as is necessary for the specified purposes.

20 Disclaimer

Please be forewarned that it is possible to catch computer viruses by accessing a web page or by downloading or running an infected program. Whilst The Forge Holiday Letting has taken steps to ensure that the pages on this web site are free from infection, such is the nature of the Internet that no assurance can be given that the pages of this web site are indeed free from infection. It is a condition of us allowing you free access that The Forge Holiday Letting will not be liable for any loss or damage suffered by any person accessing this web site or any third party resulting directly from the transmission of a computer virus resulting from the accessing of this web site.

Please note that the information available on this web site may be incomplete, out of date or incorrect. It is therefore essential that you verify all such information with us before taking any action in reliance upon it. It is a condition of us allowing you free access to the material on this web site that you accept that we will not be liable for any action you take in reliance on the information on this web site.

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