

Forest Hills Golf Holidays Ltd

Booking Conditions

1. Introduction

- 1.1 We are Forest Hills Golf Holidays Ltd (“we”, “our”, “us”, “FHH”) of Forest Hills Holidays, Mile End Road, Coleford, Gloucestershire, GL16 7QD.
- 1.2 By booking with us, you confirm that you agree to comply with and accept these booking conditions and the following information which we will provide to you:
 - (i) the accommodation rental conditions (which means all information in any specific conditions or restrictions set out in the website description of your chosen accommodations);
 - (ii) the Important Information section of the website or other publication we tell you about; and
 - (iii) any other written information we brought to your attention prior to confirming your booking
- 1.3 These Booking Conditions apply to bookings of accommodation only.

2. Making your Booking

- 2.1 As the person in charge of the party (“the party leader”, “you”, “guest”), you must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions and any restrictions or requirements stated on the accommodation advertisement.
- 2.2 You are responsible for making all payments to us.
- 2.3 You must ensure that all the information you provide us in connection with your booking is true, accurate, current and complete. If any of your details change, you must promptly update your details.
- 2.4 If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we are unable to make reasonable adjustments to meet that person’s particular needs, we can refuse or cancel the reservation.
- 2.5 If you have any special requests, you must let us know when you make a booking. We cannot guarantee that any request will be met. Confirmation that we have noted a special request, or the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we fail to meet any special request, it will not mean that we have broken your contract.
- 2.6 If the accommodation is available and we have received all the relevant payments from you, we will give you written confirmation of your booking as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking.
- 2.7 Your binding contract with FHH will begin when we issue you the written confirmation and you have made the appropriate payments to us.
- 2.8 If you pay the deposit, it does not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements (such as flights) until we have issued you with a written confirmation.
- 2.9 If you book with us online, we will acknowledge that we have received your booking and then later send you your confirmation by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

- 2.10 We have the right to refuse any booking before we send you written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, we will not have any legal responsibility to you.
- 2.11 As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. We have no responsibility for any errors in any documentation, except where an error is made by us.
- 2.12 If you book through an agent, we will send your confirmation and any other documentation to your agent.
- 2.13 Even if we have sent a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate; (ii) you are likely to breach these booking conditions or any restrictions or requirements stated on the accommodation advertisement; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner to FHH or to our staff. If we cancel your booking in these circumstances, we will tell you in writing and neither we nor the agent will have any legal or financial responsibility to you.
- 2.14 You are responsible for all other guests, pets and visitors that you bring to the park.
- 2.15 You are responsible for relaying these terms and conditions to the members of your party.

3. Your Use of the Booking

- 3.1 The accommodation that we advertise is offered by FHH for the sole purpose of holiday lettings and/or must never be occupied as your principal home, unless expressly agreed otherwise in writing by FHH. Accordingly, you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation as holiday accommodation for the period of your booking (see section 14). No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in Scotland.
- 3.2 Our booking services with you are available for your personal, non-commercial use only. You may not offer for resale any booking services without our express permission.

4. Website Details

- 4.1 We aim to make sure that information provided by FHH about our accommodation and its facilities or services, is accurate and complete on the date given. Descriptions are intended to present a general idea of the accommodation and do not constitute any advice or recommendation by us.
- 4.2 Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual accommodation and its description. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.
- 4.3 We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and services that we pass on to you in good faith, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.
- 4.4 We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website.

5. Payment

- 5.1 When you book, you must pay:
- i) the deposit amount then due (see also section 6 (Deposit));
 - ii) any applicable booking fee (unless you are paying under a low deposit scheme and the terms of such low deposit scheme state otherwise);
 - iii) any Enhanced Cancellation Terms fee (see Section 35) if this is something you have purchased; and

- iv) a handling fee of £20 if you make the booking by calling us (instead of using our online services). You must pay by debit or credit card and we only accept payment in pounds sterling.
- 5.2 We must receive the rest of the money owed no less than 5 weeks before the start of your stay. We will automatically collect the balance owed on the card that you used to pay the deposit, unless you settle the amount owed before that date or unless you tell us otherwise. If you book less than 5 weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking.
- 5.3 If you do not pay any payment due in relation to your booking by the appropriate date we are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of clause 9 (Full Customer Cancellations – Standard) will apply. You may also need to pay additional charges.
- 5.4 There is no charge for debit or credit card payments. However, if your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35
- 5.5 If you have booked an accommodation through a third party agent, please be aware that they may collect payment differently and these terms may not apply. Please check with the third party agent in advance of making a booking.

6. Deposit

- 6.1 For most bookings, we will ask you to pay a non-refundable deposit, to secure your booking.
- 6.2 The standard deposit is 20% of the accommodation rental price, but we may occasionally require you to pay more or less. You will be told what the deposit is prior to making the booking.
- 6.3 If you book an accommodation with a deposit which is lower than the standard deposit, you also agree to pay the difference between the amount paid and the standard deposit. You must make this additional payment either at the time the balance of your booking is due or, if you cancel before the balance due date, at the time you cancel the booking. Terms of any low deposit scheme, if available for your accommodation, will be displayed on our website. Please also refer to Section 35 if you have purchased the Enhanced Cancellation Terms.
- 6.4 If you have booked an accommodation through a third party agent, please be aware that they may collect the deposit differently and these terms may not apply. Please check with the third party agent in advance of making a booking.

7. Pricing

- 7.1 We keep our prices under constant review and the prices of unsold accommodation may be increased or decreased at any time. We may also correct mistakes in the pricing of unsold accommodation at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen accommodation at the time of booking.
- 7.2 All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. Variations in the tax rate or government charges may result in variations of the sums due for your booking and you may be required to pay any additional taxes that arise after your booking has been confirmed.
- 7.3 We can pass on to you, in full, after we have confirmed your booking, all additional costs which are connected with your booking that we may have incurred, including any price increases due to changes in the exchange rates of currency.
- 7.4 All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.
- 7.5 Where relevant we charge booking fees, administration and cancellation charges for the services we provide in administering your booking. We may charge a handling fee of £20 if you make a booking by calling us or change or cancel your booking by contacting us (instead of using your

online account). Any booking or handling fee will be stated on our website or notified to you during the booking process, and will be shown as a separate charge on your confirmation.

- 7.6 If you find the same holiday (which means the same type/model of unit and the same location with the same start and end dates) available on the same day you make your booking (like for like) at a lower price, we will only charge you that lower price. You will need to provide us proof of the lower price you have found by emailing us evidence (including the telephone number or the details of the website where the price can be confirmed) within 7 days of making your booking directly through us.

8. Changing Your Booking

- 8.1 If you want to change any detail of your confirmed booking, you must notify us via your online account or by emailing or calling us as soon as possible and we will do our best to arrange the changes.
- 8.2 We cannot guarantee that we will be able to meet your request.
- 8.3 If we can facilitate your change, you will be asked to pay us an administration charge of £15 for each change in dates. You will also have to pay any costs incurred by FHH in facilitating this change for you, which, where relevant, will be charged at the current website price, which may be different from the price on the website from which you booked your chosen arrangements.
- 8.4 We may treat changes to your dates or accommodation as a cancellation of the original booking and if so, you may have to pay cancellation charges if you decide to go ahead with the change.
- 8.5 If you have booked through a third party agent such as Hoseasons, you must contact the agent to make any changes to your booking.

9. Full Customer Cancellations – Standard

- 9.1 If you have been offered and paid a fee in order to benefit from the Enhanced Cancellation Terms set out in Section 35 (Enhanced Cancellation Terms) and the reason for your cancellation meets the conditions set out in Section 35, then this clause 9 (Full Customer Cancellations – Standard) does not apply and Section 35 applies instead.
- 9.2 If you have to, or want to, cancel your booking after it has been confirmed, you must notify us as soon as possible. The day we receive your notice by phone, email or via your online account (where available) to cancel is the date on which we will cancel your booking.
- 9.3 You will have to pay a cancellation charge based on the number of days before the arrival date at the accommodation that we receive notice, as shown in the table below. This means that if you have already paid the full balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not yet paid your total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. You may also have to pay a handling fee of £20 if you cancel by contacting us (instead of using your online account).
- 9.4 For the purpose of the table below, total accommodation cost means accommodation rental price plus any extra items charged by FHH such as charges for pets, welcome packs or cots but not including any booking fees, Enhanced Cancellation Terms fees, handling fees or administration fees charged by us for making any changes.
- 9.5 The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period.
- 9.6 If you have already paid the booking fees, credit-card charges, administration and handling fees, we will not refund these if you cancel.
- 9.7 If you have booked through a third party agent, the term 'total accommodation cost' in the table below does not include any charges made by that agent or anyone else for booking fees, flights, other travel services or any other amounts not paid to us, and you may be liable to pay such charges in the event of cancellation in accordance with the cancellation policy of the third party agent or other supplier.

9.8 If you have booked an accommodation through a third party agent, please be aware that their cancellation policy may be different and these terms may not apply. Please check with the third party agent in advance of making a booking.

9.9 Cancellation table:

Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled).	Cancellation charge (in addition to any booking fees or handling/administration fees you have already paid which are non-refundable)
More than 60 days	Full standard deposit
29 to 60 days	50 % of total accommodation cost
8 to 28 days	85% of total accommodation cost
7 days or less	95% of total accommodation cost

10. Part Cancellations

10.1 If any person(s) in your party needs to cancel, this will not affect the total cost of your booking.

10.2 No refunds are payable in the event that you cut short your stay.

11. Changes Made By FHH

11.1 We do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We have the right to do so. If there is an error or mistake, including on pricing, then the contract between us will be void and you'll be entitled to a refund. You won't, however, be entitled to compensation, nor to have the holiday at the lower price.

11.2 If we do need to make changes, we, will contact you by phone if reasonably possible in the case of a significant change or by email in the case of a minor change as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you.

12. Cancellations by FHH.

12.1 If we cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:

- (i) accept alternative accommodation – you will have to pay any difference in price if the cost of the new accommodation is higher or be reimbursed the difference if the cost of the new accommodation is lower;
- (ii) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available before you make your choice under this clause; or
- (iii) obtain a refund of the amount already paid by you for the booking.

12.2 We will contact you to inform you of these options.

13. Events Beyond Our Control.

13.1 Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation or a refund, if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics, pandemics and the ongoing effects of the Covid-19

pandemic) or natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our control.

14. Period of Hire

14.1 Rentals commence, unless otherwise notified, at 4:00pm on the day of arrival and terminate at 10:00am on the day of departure. FHH may allow you early or late access to the property but are under no obligation to do so and you may be charged for this.

14.2 You may be charged from the Security Deposit if you do not vacate the property at the agreed departure. Any extension to the arrival or departure time must be agreed with the booking agent or FHH.

15. Security Deposit

15.1 A refundable Security Deposit pre-authorisation of £100.00 is due on the day of arrival prior to you checking in. Our booking system will hold the payees card details through our secure payment system and release this hold on completion of the property departure check. You hereby agree to give FHH authorisation to make the appropriate charge from the Security Deposit in the event that you or anyone in your party staying at the property:

- i) cause any damage to the property or its contents; or
- ii) breach any of the clauses in this contract where the Security Deposit may be charged as a result of such breach.

15.2 You will be notified of FHH's intention to make a charge within 3 days after the end of the let. FHH reserves the right to make a charge to the security deposit for up to 3 days from the end of the let. If the property is left in a satisfactory condition and the booking conditions have been met, no charge will be made and the Security Deposit will be returned within 3 working days from departure.

15.3 You are liable in the event of any damages to the property or its contents or for any breaches of the clauses in this contract caused by you or anyone in your party. If the accumulation of breaches or damage exceeds the £100.00 Security Deposit, you will be charged for the cost of such breach/damage via the card provided for the Security Deposit.

15.4 All payments must be made by debit or credit card.

15.5 All payments online are encrypted and all card details are held safely and securely.

16. Behaviour

16.1 You and all members of your party agree (and understand that failure to agree will result in your booking being cancelled, in which case we will not have any legal or financial responsibility to you):

- a. to keep the accommodation clean and tidy;
- b. to leave the accommodation in a similar condition as you found it when you arrived;
- c. to behave in a way at all times while at the accommodation which does not break any law;
- d. not to use the accommodation for any illegal or commercial purpose;
- e. not to sublet the accommodation or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted as a member of your party;
- f. not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others;
- g. to comply with any restrictions or requirements stated on the accommodation advertisement, including but not limited to any restrictions on party composition.

16.2 We do not accept bookings for hen of stag parties.

17. Maximum Occupancy

17.1 You must not allow more people or animals than what the booking states to stay in the accommodation. You cannot arrange for visitors to the accommodation without the advance consent of the FHH. You must not hold events (such as parties, celebrations or meetings) at the accommodation without the advance consent of the FHH. If you do any of these things, we can refuse to hand over the accommodation to you, or can repossess it. If we do this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). We are not under any obligation to find any alternative accommodation for you.

18. Pets

18.1 Pets are not allowed unless we say so on the website. You must add your pet to your party at the point of booking. We recommend that any dog must have insurance which includes sufficient pet liability cover and you are wholly responsible for the supervision and behaviour of your pet at all times.

18.2 Pets are only allowed in Pet Friendly Lodges and the number must not exceed the number on the booking. If the number of pets does exceed the number on the initial booking you will be charged £100 per pet.

18.3 A maximum of two pets are allowed at any Pet Friendly Lodge at one time. If this number is exceeded then you will be asked to remove the Pet. Failure to do this will result in termination of the stay as per section 17. You may also be charged as per clause 18.2.

18.4 Pets are not allowed in any Non Pet Friendly Lodge and you will be charged the full Security Deposit if they are found to be breaking this clause.

18.5 Any damage made by pets may result in you being charged additional costs.

18.6 Pets are not allowed in bedrooms that have a carpet flooring. Pets are not allowed on soft furnishings such as sofas, dining chairs and beds.

18.7 You may not use towels or linen to clean a Pet.

18.8 Pets must not be left alone inside of any lodge.

18.9 Children must not be left alone with any animal.

18.10 Dogs must be kept on a lead at all times when in any outside area other than the enclosed decking area of Pet Friendly Lodges.

18.11 Faeces left by any pet should be removed immediately by the person in charge of or responsible for the pet. This includes inside and outside of a lodge. You will be charged for every occasion that any person of your party is found to be not removing faeces.

18.12 If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen accommodation, even if the accommodation does not allow pets, nor can we accept any responsibility for any subsequent health reaction.

18.13 If you or someone in your party has a Registered assistance dog and you are not staying in a Pet Friendly Lodge, then you must notify us immediately prior to your stay. You must be able to produce relevant documentation to prove that it is a Registered assistance dog.

19. Smoking

19.1 Smoking / vaping is not permitted inside the property. Please dispose of cigarette ends safely.

19.2 You responsible for anyone smoking within the property and may be charged a penalty of £50 per time this clause is broken.

20. Linen, Robes and Towels

- 20.1 Except for cots, bed linen is provided. Each person is supplied with one bath towel and one hand towel as well as a bath mat per bathroom. Hire of robes are charged separately unless otherwise stated.
- 20.2 You must not damage any linen, robes or towels which would prevent us being able to use them for future guests.
- 20.3 You must not remove any linen, robes or towels from the premises.
- 20.4 If any linen, robes or towels are damaged or stolen then you will be charged per item.
- 20.5 You may not use towels or linen to clean a Pet.

21. Care of the Property

- 21.1 You shall take all reasonable and proper care of the property and its furniture, pictures, fixtures and fittings in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the let as at the beginning.
- 21.2 You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.
- 21.3 All linen, furniture, fixtures and fittings and paintings are the property of FHH and you will be charged if they are removed from the property. This includes any rentable items such as robes and slippers.
- 21.4 In accordance with section 15 (Security Deposit), we reserve the right to charge you for any additional costs FHH has incurred. There will be a minimum £50 charge for each major stain to carpets, linen, flooring or upholstery and soft furnishings to cover the costs of specialist cleaning or replacement. Should you discover any damage or faults with the property during your stay you must notify us immediately or risk being charged under the terms of the Security Deposit.
- 21.5 If in our opinion, additional cleaning is required after your stay, you will be liable to the cost of this cleaning.

22. Guest Property

- 22.1 We are not responsible for guest possessions left in the property at any time.
- 22.2 We will return lost property to guests subject to reimbursement of the postage costs.
- 22.3 FHH will store lost property for 3 months after the day of being found.

23. Unreasonable Behaviour

- 23.1 We do not accept bookings for hen or stag parties or that of a similar nature.
- 23.2 Fireworks and playing loud music are not permitted at any time during the stay.
- 23.3 We have a noise curfew between 10:00pm and 8:00am. During this time we do not accept excessive noise which could be heard from within neighbouring accommodation.
- 23.4 You and your party must be respectful of the neighbouring guests and properties throughout the duration of your stay. In the event of an initial complaint made by other guests or neighbours, you and/or your party will be given a warning. In the event of a second complaint relating to a similar offence, FHH have the right to charge the Security Deposit (section 15) or terminate the contract.

24. Additional Items

- 24.1 All Items that are sold in addition to the original booking such as robes and slippers, towel replacements, cots, highchairs, appliances or similar items are the property of FHH and must not be removed from the property unless otherwise stated. You may be charged partially or fully from the Security Deposit if these items are not returned on departure.

25. Right of Entry

- 25.1 Staff employed by FHH are allowed to enter the accommodation (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions.
- 25.2 FHH are allowed to enter the accommodation to inspect it (including but not limited to where you have complained about the accommodation). If this happens, you will be given reasonable notice first.
- 25.3 You agree to allow the Owner or their representative (including workmen) access to the accommodation as required by this clause.

26. Access Code

- 26.1 You will be provided an access code to enter the lodge once the Pre Check-In has been complete. A unique access code is generated for each booking.
- 26.2 The access code is only active for the period of hire stated in section 14.
- 26.3 Only the management of FHH will have access to this unique code. You are responsible for anyone that you may share this code with.
- 26.4 You have the right to request for the code to be changed prior to or during the period of hire.

27. Hot Tubs

- 27.1 All guests that use the Hot Tub must shower prior to each entry to help reduce any contamination of the water.
- 27.2 No food or drink may be consumed within a Hot Tub.
- 27.3 Hot Tubs may only be used between the hours of 8:00am and 10:00pm to prevent disturbance to other neighbouring guests or properties.
- 27.4 Hot Tubs may not be used on the departure date.
- 27.5 Children using the Hot Tub must be supervised by an adult over the age of 18 years old.
- 27.6 Make up and False Tan should be removed before entry into the Hot Tub.
- 27.7 No cleaning products, soaps, chemicals or liquids other than water may be used within the Hot Tub including but not limited to bath bombs, dyes or washing up liquid.
- 27.8 Smoking/Vaping is prohibited in the Hot Tub.
- 27.9 Respectable swimwear must be worn when using the Hot Tub.
- 27.10 No electronic devices should be worn or used in the Hot Tub.
- 27.11 The cover of the Hot Tub should only be open when the Hot Tub is in use to prevent sun damage and loss of temperature.
- 27.12 No more than 6 people can use the Hot Tub at any one time.
- 27.13 You are responsible for all persons in their party using the Hot Tub. It is not recommended that anyone who is pregnant or has diabetes, heart disease, high or low blood pressure or is suffering from short or long illness use the Hot Tub without consulting their GP.
- 27.14 It is not recommended to use the Hot Tub for more than 30 minutes at a time with intervals of at least 15 minutes, this is to prevent a change in body temperature. Use for longer than 30 minutes at a time is considered excessive use.
- 27.15 FHH are not responsible for the temperature of the water being lower than advertised if:
- (i) the Hot Tub has lost water which prevents it from heating up due to excessive or irresponsible use;
 - (ii) the Hot Tub has experienced excessive use for a prolonged period of time allowing the water to cool faster than it can heat up;
 - (iii) the Hot Tub has not reached the set temperature within 2 hours of Check-In;
 - (iv) the temperature has decreased due to it being the departure date; or
 - (v) the outdoor temperature is below 10°C and therefore the water temperature has decreased within 5 minutes of opening the cover due to these conditions.

- 27.16 FHH are not responsible for any allergic or bodily reaction due to the use of Bromine, Chlorine, pH minus/plus or similar chemicals used to maintain hygiene levels of the Hot Tub, except if caused by our negligence where the dosages used have been excessive.
- 27.17 FHH are not responsible for any discolouring or smells of water in the Hot Tub that may have occurred due to a breach of the terms in section 27 or due to excessive use. Each Hot Tub is flushed, drained, cleaned and refilled with fresh water between every stay. If a Hot Tub needs to be flushed, drained, cleaned and refilled you will be charged £25 per refill which covers the costs of labour, water, gas and electric required for this process.
- 27.18 It is prohibited to use the Hot Tub during weather conditions that may impact your safety or the safety of your party. This includes:
- (i) Where temperatures are below 2°C and can lead to the formation of ice.
 - (ii) During snowfall or where snow has fallen.
 - (iii) During stormy weather or when thunder and lightening is present.
 - (iv) When winds or gusts of winds may exceed 20mph.
 - (v) During heavy rainfall.
- 27.19 FHH have the right to refuse use of a Hot Tub if they believe that you have breached anything in this section.
- 27.20 If FHH have to refuse use of a Hot Tub due to a breach in rules or terms in section 27, you will not be entitled to compensation, nor to have the holiday at the lower price.

28. Complaints

- 28.1 If you have any complaint about our booking services, you must let us know immediately in writing and in any event before you travel. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong and allow us an opportunity to respond to you. If we are found to be at fault in relation to any service we provide, we will not pay more than the full accommodation that we have earned for the booking (or the appropriate proportion of this if not everyone on the booking is affected).
- 28.2 We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit. We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation, or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, Hot Tub filtration or heating systems, nor for the failure of public utilities such as water, gas and electricity.
- 28.3 Should there be any cause for complaint or dissatisfaction during the occupation of the property; we must be notified immediately in writing and prior to your departure. Failure to do so is likely to jeopardise a claim for compensation.

29. Liability

- 29.1 We shall not, except if caused by our negligence or breach of these booking conditions, be under any liability to the guests or third parties for any accident, loss, injury, expense or inconvenience, which may be suffered, incurred, arise out of, or be in any way connected with the let. No term of the contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the contract. If the property which you have booked becomes unavailable or unusable for an unforeseen reason prior to the date of booking, then we will use our best endeavour to find an alternative property onsite or, failing which, reimburse you any monies paid.
- 29.2 If you or a member of your party is hurt or injured during your stay we must be notified immediately in writing and prior to your departure. Failure to do so is likely to jeopardise a claim for compensation.

29.3 FHH are not liable if you or a member of your party is hurt or injured due to a breach of any the conditions in this contract.

30. Warranties

30.1 We have made best efforts to ensure that information contained in our brochure and website is accurate and fair. We will not warrant and are not responsible for the accuracy of any verbal information given or statements made by our employees or agents.

30.2 We are not responsible for any information in brochures or online that are produced by a third party agent that is not accurate or fair.

31. EV Charging

31.1 FHH currently do not allow guests to charge their Electric Vehicles using the 13amp sockets.

31.2 You will be charged £1.15 per hour if you or a member of your party is found to be charging a vehicle. This is calculated by the current electricity rate times by 3 for the use of a 3kW charger.

32. Termination

32.1 FHH and/or their managers reserve the right to terminate this contract and request the immediate departure of all people from the property in the event of serious breach of the terms of this agreement. The breach may include but is not limited to the following events:

- a) serious damage to the property which may exceed £100 (The Security Deposit);
- b) criminal or illegal acts;
- c) unreasonable or abusive behaviour;
- d) excessive noise which could adversely effect the rights of FHH being able to continue to operate the property for short lettings; or
- e) activities which involve authorities or police intervention of any form.

33. Privacy

33.1 By submitting your personal information to us, you agree to our use of the information in the ways set out in our Privacy Notice, including sharing your personal information with any relevant parties for the purposes of the provision of the booking.

33.2 Please see our Privacy Notice on our website which explains how we will process your personal information.

33.3 We may, but do not always, record telephone calls between us for monitoring and training purposes. In the event of a dispute between us, we reserve the right to review any recorded calls between us.

33.4 By entering our park you agree to being recorded on CCTV in public areas. Please see our Privacy Notice for further information.

34. Other Terms

34.1 Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

34.2 If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void or unenforceable then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.

34.3 We may transfer our rights and obligations under these Booking Conditions to another person or organisation. We will contact you to let you know if this is planned. If you are unhappy with the

transfer you may contact us to end the relevant contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services that have not been provided.

35. Enhanced Cancellation Terms

35.1 This section only applies to your booking if you have been offered and paid the Enhanced Cancellation Terms fee at the time of making your booking.

35.2 Where these terms are applicable you will be refunded all amounts paid (excluding the Enhanced Cancellation Terms fee) and any administration fee specified under 5.1 iv) in the event of cancellation by you before the start of your stay.

35.3 The Enhanced Cancellation Terms are not applicable and there will be no refund for the following events:

- warfare and acts of terrorism (and threat thereof); or
- a restriction to travel as advised or legislated by any Government or local Government authority arising from any epidemic or pandemic as declared by the World Health Organisation (WHO).

35.4 The Enhanced Cancellation Terms are not applicable if you breach any other terms of these booking conditions.

35.5 Where the cancellation is instigated by FHH or caused by changes to the booking by FHH then clauses 11 and 12 takes precedent over this section.

35.6 If you want to cancel your booking after it has been confirmed, you must notify us as soon as possible. The day we receive your notice by phone, email or via your online account (where available) to cancel is the date on which we will cancel your booking.

35.7 In the event that you are granted a refund of any monies in accordance with section 35, you will be paid in pounds sterling within 30 days.