Booking Terms & Conditions

Bookings are made and accepted only on the following conditions:

1. Contract and Booking

- Dale Holidays Limited, trading as The Dale Manor and The Allendale Bunkhouse as well as "Dale Holidays", hereinafter called "the Owner", enters into a contract of letting, which is between the guest/group organiser ("the Guest") and the Owner.
- 2. This agreement is made on the basis that the Dale Manor/The Allendale Bunkhouse/The Dale Cottage/The Dale Townhouse ("the Property") is to be occupied by the holidaymakers for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- 3. Bookings cannot be accepted from persons under 21 years of age. Group bookings of single sex parties are allowed, but their expected behaviour is to be of the highest standard. Any pets you intend to take with you should be declared at the time of booking and checked and authorised via the Owner (where requested).
- 4. No bookings are valid until confirmed by Dale Holidays Limited in writing and a booking & damage deposit payment has been received.

2. Deposit

 The Dale Manor takes a deposit of £400 must follow the booking request. The Allendale Bunkhouse takes a deposit of £200. The Dale Cottage and Townhouse require a down payment, rather than a damage deposit. The deposit and down payment is non-refundable unless cancelled more than 6 months prior to the booking. Please see "cancellation terms" for further details.

3. Insurance

1. The Owner recommends that Holiday Insurance is taken out when making a booking to cover for eventualities such as illness or government restrictions preventing you from going ahead with the booking.

4. Balance Payment

- Once a booking is confirmed by the Owner, the Guest is responsible for the full payment of the cost of the holiday no later than two weeks before arrival. (This will change to 4 weeks before arrival from April 1st, 2023. Please see "cancellation terms and booking process for further details")
- 2. The Owner reserves the right to re-let any holiday where any monies are not paid by their due date. However, if the Owner is unable to re-let the holiday at the originally quoted price, the Guest will remain liable for the outstanding balance of the cost of the holiday, and (if applicable) the Deposit and the Booking Fee.

5. Owner's responsibilities

1. The Owner is solely responsible for providing the accommodation and for the safety of all Guests (jointly known as "the Holidaymakers").

 Invitees to the holiday makers must be registered with the Owner, so that – where applicable, Health & Safety briefings can be repeated and consideration can be given to the total number of occupants.

6. Holidaymakers' responsibilities and forfeiture

- 1. The Holidaymakers shall keep the Property and all furniture, fixtures, fittings and effects in, on or at the Property in the same state of repair as at the commencement of the holiday and shall leave the Property in the same state of cleanliness and general order in which it was found.
- 2. The Holidaymaker must report and pay to the Owner the cost of any damage or breakages made during their holiday occupancy. The Owner reserve the right to make a reasonable charge where guests have contravened an Owner's request for their property to be smoke-free.
- 3. The Holidaymakers' right to occupy the Property may be forfeited without compensation if:
 - 1. More people or pets than declared at the time of booking or before the commencement of the holiday and/or the number the Property holds, attempt to take up occupation;
 - 2. Overnight guests are entertained without the Owner's express permission;
 - 3. Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance; or
 - 4. Any of the Holidaymakers smoke in the Property.

7. Unavailability of Property

1. In the event of the Property becoming unavailable (such as due to fire or flooding), the Owner will endeavour to provide the Guest with suitable alternative accommodation or will refund all monies paid, or a proportion in the case of curtailment. The Owner cannot, however, pay any compensation or expenses as a consequence of such an event.

8. Cancellations

1. Please find further details in our cancellation policy.

9. Alterations to Bookings

 A Guest requiring a booking to be altered once the booking has been confirmed will be charged £20.00 if a revised confirmation is required. This is only possible at no other charge if the new booking date is in the same "rate band" and more than 6 months prior to the commencement date of the holiday. If a different rate applies, the holiday maker will have to pay the difference in rate.

10. Discounted Deposit

1. At certain times of the year Guests will be eligible to secure their next holiday for a deposit which is less than as set out in clause 2.1. The Owner will give you details of any applicable terms before, or when, you make your booking.

11. Pets

- 1. Guests wishing to take pets on holiday must abide by the following rules:
 - 1. "Pets welcome" relates to properties which allow pets (at no extra cost at present review due in December 2023)

- 2. "Pets by arrangement" means one small well-behaved dog is usually permitted (at a standard extra cost), but must be checked with the Agency prior to booking.
- 2. Young pets (e.g. puppies) MUST be declared to the Owner at the time of booking and authorised individually. If a puppy or young pet is taken to a property without the consent of the Owner this could result in you being asked to leave without compensation. When booking online it is advised you check the acceptance of your pet by telephoning the Owner.
- 3. The Owner asks dog owners to observe the following (failure to do so may result in you being asked to leave without compensation or the forfeit of your damage deposit):
 - 1. Dogs must be under strict control at all times while in or at the Property.
 - 2. Any fouling must be cleared up without delay;
 - 3. The dog owner must bring the dog's bed or basket for sleeping in;
 - 4. Dogs MUST NOT be left alone in or at the Property or elsewhere at any time;
 - 5. Dogs MUST NOT lie on beds or furnishings, and hair must be well cleared up before departing;
 - 6. Dogs must remain downstairs at all times (no access to bedrooms or the Greenwood spa/Games rooms).
 - 7. Dog owners must ensure that their pets are free from parasites and fleas before they occupy the Property. Failure to do so will incur subsequent charges;
 - 8. Any damage (which must be reported to the Owner immediately) or excessive cleaning that may incur an additional charge, will be at the Owner's discretion.

12. Owner's access to Property

1. The Owner or their representative, including the Cleaners and Maintenance staff, shall be allowed access to the Property at any reasonable time during any holiday occupancy – with prior warning, if this is feasible.

13. VAT

1. All prices quoted include VAT where applicable at current rates.

14. Complaints procedure

- In the event of there being cause for complaint concerning a Property, the matter shall be taken up with the Owner (or Owner's caretaker) at once (their details are supplied on the booking confirmation, and they understand that they are the first point of contact should there be cause for complaint.
- In no circumstances will compensation be considered for complaints raised after the holiday has ended, when the Holidaymakers have denied the Owner/caretaker the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.

15. Literature

1. We have compiled the information on our website as accurately as possible. However, facilities may be altered or be withdrawn for reasons outside the Owner's control, in which case we cannot accept responsibility, if the replacement of such altered facilities can be classified as of the same standard.

2. The Holidaymakers accept that minor differences between text / photographs / illustrations in the brochure and on the Website and the actual Property may arise. The Owner cannot accept responsibility should the Property not conform to the Holidaymaker's standards, if it still represents the same standard as was expected. If a facility is particularly important to you, please check with us prior to your booking.

16. Communication with you and data

- The Owner may as part of a booking introduce Holidaymakers to the goods and/or services of third parties. The Owner shall not be treated as an agent for any such third parties, and any contract for the supply of such goods and/or services shall be between the provider and the Holidaymaker (I.e. chef, beautician etc.)
- 2. Please see our Privacy policy which explains how we will process your personal data.
- 3. All electronic data transferred pursuant to these terms and conditions remains the property of the Owner or their agents and may not be replicated in part or whole without the Owner's prior written permission. Electronic data will not be preserved indefinitely by the Owner.

17. Legal

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.

The Booking Terms and Conditions have been updated by Linda Beck on 02/12/2022 and have not incurred any material changes since the last edition, which was 01/02/2019.