



# Barend

## Holiday Lodges

1. Gell Leisure Ltd trading as Barend Holiday Lodges (“BHL”) is a limited company, registered in England and Wales, company number 10489117.
2. BHL acts as an agency for independent owners of the lodges and cottage at Barend Holiday Village (the “Properties”), and your rental contract is therefore between you and the relevant owner (“the “Owner”).
3. BHL reserves the right to refuse any bookings in accordance with these Booking Conditions.
4. If multiple Properties are booked, one booking reference will be applied and it is not possible to cancel one property within the booking without paying the full balance.
5. **By making a booking with us, you confirm that you accept all these terms and conditions and that you agree to comply with them.**
6. BHL’s obligations to you are limited to those in connection with the booking service, provision of reception duties and on-site facilities owned by BHL, we accept no liability for any defects or unavailability of the Property or any other problems with your holiday. It is explicitly understood that BHL does not operate or manage the on-site pub / restaurant. Your rights under these Booking Conditions and the Rental Contract are directly against the Owner.
7. Every effort is made to ensure the descriptions, prices, accreditations and other information relating to the Property are correct. Nevertheless, the property may differ slightly in its decoration from the pictures. BHL will amend any errors we are made aware of in a timely fashion.
8. Bookings from persons under the age 18 years will not normally be accepted.
9. Discounts are available for low occupancy if not all beds are required. It is your responsibility to ensure you have correctly identified everything required before completing the booking.
10. All rental prices include VAT, where applicable.
11. The non-refundable deposit is 20% of the full rental price, with a minimum deposit of £100.
12. Payment can be made via bank transfer, debit or credit card (excluding premium credit cards), cash or cheque. Due to the difficulty in processing cheques, a £5 fee per cheque will be charged.
13. **A security deposit of £200 will be required at check in.** This can be made via a credit or debit card pre-authorisation or in the circumstances where you do not own such a card a cash deposit or cheque may be acceptable.
14. A Rental Contract is formed between you and the Owner once you have paid the deposit and BHL has sent, via email or letter, a confirmation of your booking with a booking reference attached, which will then form a Rental Contract between you and the Owner. BHL, acting on behalf of the Owner, will enter into the Rental Contract with you.
15. A Service Contract is formed between you and BHL for the provision of the booking service once the deposit has been paid, whereby BHL will:
  1. manage the booking between you and the Owner,
  2. Take payment from you on behalf of the owner,
  3. Manage any issues arising throughout your stay.
16. Please contact us within 2 days of receiving your booking confirmation if you believe there is a mistake or error with your booking.
17. The booking confirmation contains all details of your booking, including the deposit paid and the full balance payment. **Full balance payment will be due 42 days prior to your arrival date.** A reminder will be sent out 49 days in advance of your arrival date. If payment of the full balance payment is not made 42 days in advance, BHL reserves the right to charge a £30 late payment fee.

18. If you wish to transfer a booking to another date, an administration fee of £30 per booking will be made, in addition to any increase in rental charges for the new dates. A booking may not be transferred within 42 days of the arrival date; this will be treated as a cancellation as per Clause 20. If the rental charges for the new booking date are lower than the booking charges for the original booking date, no refund will be given.
19. If you wish to amend a booking, BHL reserves the right to charge a £30 administration fee in addition to any costs associated with the amendment (for example addition of extra people, pets etc).
20. Cancellation. If you cancel a booking, the deposit is non-refundable. If the Property is cancelled more than 42 days in advance of the arrival date, the remaining balance payment will not become payable. If the Property is cancelled on or within 42 days of the arrival date, the Balance Payment will be payable and will not be refunded.
21. If BHL or an Owner cancels your booking for reasons within our control we will use reasonable endeavours to accommodate you in an alternative Property or at a different date, at no additional cost to you, but BHL cannot guarantee that this will always be possible. If an alternative is not available, the booking deposit and any other monies paid will be returned in full, but neither BHL nor the owner of the chalet will be liable for payment of any other money or damages whatsoever.
22. If BHL or an owner cancels your booking due to force majeure (including, but not limited to, forced closure by government, adverse weather, damage to a property outside the control of the Owner) we will use reasonable endeavours to accommodate you in an alternative Property, at no additional cost to you, but BHL can not guarantee that this will always be possible. If an alternative is not available no refund will be due from BHL. We strongly recommend guests take out appropriate travel insurance,
23. If any of your details change (e.g. email address, postal address), you must promptly update your details. BHL will not be responsible for late payment charges or other any other charges incurred by you if you have not made us aware of the correct contact information.
24. The rental includes up to £35 of electric and gas charges per week (or pro-rata as applicable) (the "Included Utilities"). Any use in excess of the Included Utilities will be chargeable at the prevailing rate.

**23. You are responsible for:**

1. Maintaining the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as the arrival date and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found.
  2. Notifying the reception staff immediately upon entering your lodge (or as soon as reception opens the following morning if you arrive after reception closes) if there is any damage to the Property,
  3. Paying for any damage or breakages to the Property (normal wear and tear excused) or additional cleaning required,
  4. Ensuring you have adequate funds in your account to pay any amounts due. BHL will pass on any banking charges incurred by us for bounced cheques or bank transfers etc,
  5. Ensuring that the number of people occupying the property will not exceed the number stated on your booking,
  6. Not allowing anyone other than you and your guests to use BHL's facilities during your stay,
  7. The Property will be looked after to a high standard at all times by all members of your party during your occupancy, and due respect will be given to the belongings, furnishing, Property and neighbours,
  8. Occupying the Property lawfully,
  9. Allowing BHL or the Owner access to the Property as reasonably requested during your occupancy,
  10. Please note the Properties are individually owned; if you have booked more than one Property do not remove items from one Property to another.
  24. Neither BHL nor the Owner accepts any responsibility for any accident or injury to, or illness of, any tenant or any other person on the site, nor do they accept any responsibility for any loss or damage to the tenant's or any other person's property, including vehicles, whilst on the site.
  25. Neither BHL nor the Owner will accept any responsibility or liability for damages for any loss of, or curtailment of any booked holiday not the temporary suspension of any advertised facility arising out of any circumstances outside their control.
- 26. Arrival is after 4.00pm on the arrival date, unless arranged otherwise.**
- 27. Check out is before 10.00am on the leaving date, unless a late-check out is arranged during check in.** It may be possible for a late check out of 12.30 to be arranged, depending on cleaning

rotas, at check in. A charge of £25 will be made for this service. If the service is not pre-arranged a charge of £35 will be due.

**28.** The Owner is responsible for:

1. Making the Property available for the duration of your stay,
2. Ensuring that the Property meets all applicable laws and regulations during your stay.

**29.** Pets are only allowed in certain properties and must be included in the booking. If you bring a pet to a Property where pets are not allowed, or bring additional pets that have not been paid for, BHL acting on the Owner's Behalf may do one or more of the following:

1. Charge you for the pets,
2. Charge you for any additional cleaning,
3. Refuse to allow your or your pets to stay in the Property and terminate the Rental Contract. No refunds will be applicable in such circumstances.