



Terms and Conditions of Booking 2016 and 2017

By confirming a reservation at Secret Cloud House Holidays Ltd or Scaldersitch Farm you are accepting the terms and conditions detailed below.

1. Bookings

A booking is only confirmed upon receipt of the deposit and agreement to our terms and conditions. No booking contract is entered into until a deposit has been received and we have sent a written confirmation declaring your reservation. Please note we do not hold dates provisionally.

Where a deposit has been paid, full balance payment will be due 6 weeks in advance of your check in date. If the remaining balance is not settled before the stated due date, you will forfeit your deposit and your booking will be cancelled. If the booking is for an exclusive use site reservation we ask that the balance is settled 8 weeks in advance of your stay.

When bookings are made within 6 weeks of the arrival date, we ask for the full amount to be paid at the time of booking.

Payments can be made by bank transfer or we accept a full range of credit and debit cards over the phone. A 2% fee is added to credit card payments due to the charges placed on ourselves. This will automatically be applied to your account. It is your responsibility to check the details on your booking confirmation are correct and notify us immediately of any discrepancies. We cannot accept responsibility for any errors not corrected prior to arrival. The accommodation allocated to you on confirmation of your booking is provisional and we reserve the right to alter this to equally suitable accommodation at either site on arrival if necessary.

2. Cancellation

2.1 Cancellation by You

We understand that circumstances change and emergencies occur. If you have to cancel your holiday, please inform us immediately. We will do our best to re-let the accommodation. If we can re-let your holiday dates we will refund your balance payment with the amount we can let

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the accommodation for, therefore if we have had to discount the break in order to fill, the amount returned will be your balance less any discounts. If it is not possible to re-let the accommodation, all monies which have been paid will be forfeited.

Deposits paid are non refundable and non transferable.

Non-payment of the balance by the due date will be construed as cancellation by you.

We strongly recommend guests take out cancellation insurance.

2.2 Cancellation by us

Secret Cloud House Holidays Ltd reserve the right to cancel or make changes to a holiday at short notice if for unforeseeable circumstances we are unable to provide safe accommodation due to extreme conditions, ill health, fire, administration or any other extenuating circumstances. If we cancel your holiday your full payment will be returned. Secret Cloud House Holidays Ltd will not pay you compensation.

Secret Cloud House Holidays Ltd cannot accept any liability or responsibility for any loss, including amongst other things consequential loss caused by cancellation and you accept that you have no further claim against Secret Cloud House Holidays Ltd.

Secret Cloud House Holidays Ltd also reserve the right to alter the yurt allocated or site locations at short notice if necessary, guests will however be informed of any major changes to the booking before arrival.

2.3 Changes by you

After booking, if you need to make changes such as move dates this will be subject to a £20 administration fee. Changes are only possible before the balance payment due date. All changes after the balance due date will be subject to our cancellation policy.

3. Arrival and Departure

In order to prepare the accommodation, we ask that you arrive after 3pm and leave your yurt clean and tidy by 10.00am on your departure date. Occasionally extensions to departure time can be accommodated by prior arrangement. Guests have the right to occupy the Property for the paid for holiday period only (within the meaning of Schedule 1 Paragraph 9 of the Housing Act 1988).

4. Occupancy

The property may only be occupied by the agreed number of the guests at the time of booking. If you wish to amend the number of guests in your party, this must be agreed in advance of your stay. When booking please confirm the number of guests (including infants)

either by letter or email. We reserve the right to refuse entry to the entire party if this condition is not observed.

5. Pricing

The prices featured on the website are not binding and Secret Cloud House Holidays Ltd reserves the right to modify these prices at any time. At the time of booking you will accept a price. The price agreed either online or over the telephone and then stated on the confirmation email is binding.

6. Security Bond

From 1st September 2016 Secret Cloud House Holidays Ltd has introduced a security bond system. To us as a small business, this is an extra administration task and in most cases not necessary however due to an increased occurrence of damages, missing items and excessive cleaning we have taken the difficult decision to introduce this to our booking system.

By accepting these conditions, you accept that you are responsible and liable for any breakages or damages that you cause to the accommodation or its contents. Please report these as soon as they occur.

From the £100 security bond taken prior to your stay, we reserve the right to charge you for repair, replacement or making good if the damage or breakage is significant. This also includes missing items such as towels and bath robes.

We reserve the right to charge for excessive cleaning where accommodation has been left in an unacceptable condition or where guests have left washing up and so on.

Guests will be held responsible for any fire, damage or alteration to the structure caused by negligence.

The deposit will be refunded less any deductions for breakages, damage, or any additional cleaning charge, within 7 working days of departure.

A security deposit of £300 is taken for exclusive use site bookings.

7. Assumption of Risks

You will be staying on a working farm with live animals, areas of open water and potentially dangerous farm equipment amongst other hazards. Whilst we take great care to keep you safe, accidents can happen and we are not held responsible for such accidents (to the greatest extent permitted by law). It is your responsibility to ensure children are supervised at all times, including ensuring that they are unable to leave accommodation at night without supervision. Also you must be aware that some of the camp equipment (such as the woodburning stove) may be dangerous if misused. If agreeing to use the wood burning hot tub and sauna you agree to be bound by the safety instructions for safe use and agree that these will not be used by any member of the party when under the influence of alcohol.

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Secret Cloud House Holidays Ltd accept no liability for accident, loss of property or personal injury incurred on site. In the event of guest misbehaviour or other necessary cause, we reserve the right to terminate the let without any refund of letting monies.

The client will take responsibility, and will indemnify Secret Cloud House Holidays Ltd against, any injuries or damage whilst they are using the facilities, including from the use of the Hot Tub and Sauna.

8. Guest Conduct

Guests undertake to behave in a proper, appropriate and legal manner with due respect to the owner, the property, other guests and their property. If any guest behaves inappropriately or improperly (of which Secret Cloud House Holidays Ltd will be the final judge of on their property), or illegally, Secret Cloud House Holidays Ltd reserves the right to ask the guest and their party to leave the site before the end of the holiday. Any refund will be at the discretion of the owner.

You are responsible for informing us of any losses or damage to the property as soon as possible. Please note that you will be liable to pay us for any losses or damage to the property caused by you or a member of your party (except reasonable wear and tear). You must also leave the property by the check-out time specified on your booking.

In addition, we reserve the right to sue the guest for any loss, damage or injury caused to the Owner, the Property or to other guests and/or their property.

9. No Smoking Policy

Secret Cloud House Holidays Ltd operates a strict NO SMOKING POLICY inside any of our accommodation. Anyone smoking on the site is responsible for disposing of their cigarette butts in a bin and not littering the surrounding areas.

10. No firearms, hunting equipment, fireworks or Chinese lanterns are permitted on the farm.

11. Fire Policy

On arrival you will be given a safety briefing regarding the wood burning stoves, gas stoves and wood fired hot tubs. We ask that you listen carefully and agree to operate these appliances according to instruction. Camp fires are permitted only in marked areas.

12. Complaints

In the event that you have any complaint about your stay, please notify Secret Cloud House Holidays Ltd as soon as possible and they will use all reasonable endeavours to resolve the issue. In the event that you have any complaint about your stay, please notify the Owner as soon as possible but no later than 14 days after you check out. If you don't follow this procedure there will be less opportunity for us to investigate and resolve your complaint

13. Force Majeure

Force majeure on the side of Secret Cloud House Holidays Ltd exists if the implementation of the agreement is entirely or partially, temporarily or permanently prevented due to circumstances which are beyond our control including: threat of war, staff strikes, blockades, fire, flood and other disruptions or events.

14. Governing Law and Jurisdiction

These terms and conditions have been drafted in accordance with and are governed by English law and the courts of England and Wales have exclusive jurisdiction in relation to any and all disputes arising out of these Terms & Conditions.

15. Authority to Sign

The person who signs to accept the terms and conditions on the Booking Form certifies that:

- a). he or she is authorized to agree Booking Conditions on behalf of all persons in the party.
- b). The signatory is over 18 years of age
- c). they agree to take responsibility for the party occupying the accommodation