



Terms and Conditions of Booking 2018 and 2019

By confirming a reservation at Secret Cloud House Holidays Ltd or Scaldersitch Farm, Peak District you are accepting that you have read and fully accept the terms and conditions detailed below.

1. Bookings

A booking is only confirmed upon receipt of the non refundable 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 (Exclusive Use due 8 weeks in advance). If the remaining balance is not settled by 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. The £100 deposit proportion of the booking remains non refundable.

Payments can be made by bank transfer or we accept a full range of credit and debit cards over the phone and online.

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 (**deposit remains non-refundable**) with the amount we can let the accommodation for, therefore if we have had to discount the break in order to fill the vacancy, the amount returned will be your balance less any discounts or costs associated. If it is not possible to re-let the accommodation, all monies which have been paid will be forfeited. It is your responsibility to have arranged full travel insurance to ensure you are covered in the event of a cancellation.

Bookings cancelled within 48 hours of arrival are completely non-refundable.

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 to cover their holiday.

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 including weather warnings, 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.

We also reserve the right to cancel a stay should the booking have been made due to an administration error on the booking system- this may be incorrect length of stay subject to our policies, incorrect price or any other error. A full refund will be given and the booking cancelled if this is the case.

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. Guests will not be entitled to any compensation should a change in their booking occur.

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. Other bookings may have different times agreed, if so this will be detailed on your confirmation. 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 and Visitors

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 writing in advance of your stay. When booking please confirm the number of guests. We reserve the right to refuse entry to the entire party if this condition is not observed. We monitor occupancy strictly due to fire and safety rules at the site. Under no circumstances should any guests invite further guests to join them unless you have prior written consent from Secret Cloud House Holidays Ltd. If found to be overcrowding our accommodation or more guests are staying than have been booked we reserve the right to terminate your holiday without refund.

Visitors

If you wish for friends or family to visit our site during your stay we require prior written agreement ahead of your stay. Under no circumstances are visitors allowed to use the wood fired hot tubs, sauna or washroom facilities due to insurance purposes. If found to be doing so, we reserve the right to cancel without refund the entire booking and ask you to leave our premises.

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. If a holiday has been booked under an obvious price administration error, Secret Cloud House Holidays Ltd are not obliged to honour the booking and can cancel and refund the stay.

6. Security Bond

From 1st September 2016 Secret Cloud House Holidays Ltd 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. We also reserve the right to withhold your security bond should we experience noise complaints during your stay- from either other guests or local residents. 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 and Secret Cloud House Holidays Ltd will pursue the guests for damages. Please ensure you have full travel insurance cover.

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 one week ahead of the stay.

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.

A separate disclaimer for use of the wood fired hot tub and sauna will be sent a few days prior to your arrival and this must be agreed in order to use our facilities. We reserve the right not to offer the use of these facilities if our risk acknowledgment and disclaimer has not been accepted.

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. We expect noise to be kept to a minimum out of respect for fellow guests and our neighbours. Failure to respect others will lead to a warning, and if not complied with termination of your holiday without refund.

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.

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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, extreme weather 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 Contract 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

16. Wood fired Hot Tub and Sauna Use IMPORTANT INFORMATION

I am signing this acknowledgement and disclaimer on behalf of each member of my party and will ensure each member of my party is aware of and strictly adheres to the guidelines set out below when using the hot tub and sauna.

I and all members of my party hereby agree to ensure that any children in my care, or associated with my party are supervised at all times when they are in the vicinity of the hot tub. Extreme caution must be taken to ensure that no child under five years of age is permitted to enter the Hot Tub at any time. No children under 16 are permitted in the sauna at any time. Any children over five years of age and under 16 years of age using the Hot Tub or

near the Hot Tub are closely supervised at all times. The nature of the wood burning Hot Tub and Sauna mean extra care is needed due to hot surfaces, real fires and chimneys.

I and all members of my party understand and agree that:

- A wood fired hot tub needs extra caution due to the natural, unregulated way the water is heated. It is essential to test the water temperature before entering. A thermometer is provided and a cold water hose is available next to all hot tubs. Recommended temperature 37.5 degrees.
- The use of drugs, alcohol and some medications before or during use of the Hot Tub and Sauna may lead to unconsciousness with the possibility of drowning and can greatly increase the risk of fatal hyperthermia.
- Glass items are strictly prohibited from use in the Hot Tub and Sauna.
- No member of my party may use the Hot Tub and Sauna without prior consultation with a doctor if he/she is obese or has a medical history of heart disease, low or high blood pressure, circulatory system problems or diabetes.
- Some medications may induce drowsiness and others may affect heart rate, blood pressure and circulation. If any member of my party has recently taken or is currently taking any medication, he/she will consult a doctor before using the Hot Tub and Sauna.
- No member of my party may use the Hot Tub and Sauna if he/she has an infectious disease or has any open sores and/or wounds due to the possibility of spreading infection.
- No member of my party may use the Hot Tub and Sauna if she is pregnant or potentially pregnant without prior consultation with a doctor.
- Prolonged immersion in the Hot Tub and prolonged lengths of time in the Sauna may be hazardous to health.
- The Hot Tub or Sauna must not be used immediately after strenuous exercise.
- All members of my party will shower both before and after using the Hot Tub and Sauna.
- Secret Cloud House Holidays Ltd reserve the right to charge a cleaning fee of £50 for any Hot Tubs that need water replacing during your stay due to non-showering, drink, food and other debris.
- The Hot Tub will be kept covered at all times when it is not in use.
- Under no circumstances should any member of my party release water from a Wood Fired Hot Tub during your stay.

I and all members of my party accept and acknowledge that risks and injury may be caused or increased by our own acts, omission, negligence or failure to follow any guidelines provided to

us and Secret Cloud House Holidays Ltd shall not be liable in such circumstances. We also accept and acknowledge that we will be held responsible and incur charges for any damage to the Hot Tub and/or Lid and Sauna which occurs during our stay.

Secret Cloud House Holidays accepts no responsibility for any direct or indirect loss, damage or injury suffered or incurred by any person using the Hot Tub or Sauna.

On behalf of myself and each member of my party, I hereby agree to the above

Name

Signed

Date

Date of Stay