

Holiday Rental Terms & Conditions

Contract

Thank you for choosing to book with West Lexham. The Contract for your accommodation rental shall be made between you, the guest/hirer and us, West Lexham LLP/West Lexham. The contract shall be governed by UK Law. The contract will be entered into when the initial 25% Hire Deposit or full payment and 7% non-refundable Booking Fee is received. By making a reservation you are deemed to have accepted our Terms and Conditions. The Contract will be subject to the following booking conditions:

Booking

The guest making the booking agrees that they are authorised to make this booking on behalf of all persons who shall be renting the accommodation and agrees to take full responsibility for this and the payment of any rental fees and/or damages. The person making the booking must be over 18 years old and there must be a responsible adult accompanying and supervising any persons under 18 at all times while on site.

Payments

A schedule of our payment terms is detailed below

25% (Hire Deposit) of the total amount (Hire Fee) needs to be paid, to place the Booking. As well as the non-refundable Booking Fee, which is 7% of the total cost of the whole Hire Fee.

The Balance of the Hire Fee is due 56 days (actual days, not working days) which is 8 calendar weeks, in advance of the Date of Arrival, or immediately if the Date of Arrival is within 56 days. It must be paid within 7 days of the due date. If it is not paid within 7 days, it will be deemed that you are cancelling the booking. West Lexham will then attempt to resell the dates of your booking.

Debit/credit cards payments are accepted up to the value of £1,000.00. Payment over £1,000.00 to be paid by BACS, quoting your surname and booking number as the reference.

The Damage Deposit of £100 shall be held on your card until from 2 days before the event until 2 days after the event. No charge will be taken provided that no damages have occurred.

Parking

Parking of vehicles must be in the car park designated to you near the entrance to our site. At peak times parking may be in our overspill car park in the church field, opposite our courtyard entrance. If any of your group has mobility issues, please discuss this with us prior to your booking. Please notify us prior to your arrival date if you need closer access to the Barn or Village Hall and Cottages for loading and unloading of vehicles on arrival and departure, your vehicles will however need to then be immediately moved to the designated car park area, as we have a car-free policy on site. Your vehicles, their accessories and contents, are parked and left entirely at the risk of the owner and West Lexham will not be responsible for any loss or damage from or to or relating in any way to vehicles parked on our property.

Arrival and Departure

The guest(s) must arrive and vacate by the times agreed with West Lexham prior to making the booking. Arrivals are usually from 4pm, however if available and with prior agreement we may be able to allow the guest(s) to access their accommodation earlier, this may incur an additional charge. Departure is by 10am prompt, if available and with prior agreement we may be able to allow the guest(s) to vacate their accommodation later, this may incur an additional charge. If you or your Guests have not vacated the property by 10am on the date of departure, without expressed permission from West Lexham LLP, we reserve the right to charge you a late fee of £25 plus VAT per hour or part thereof after 10am.

Before arrival, you will receive a text from the team giving you details of our arrival procedure, we ask that you inform West Lexham of your planned arrival time and keep us updated if your arrival time changes. If you are likely to arrive after 9.00pm you must make us aware of this so that arrangements can be made with our team for you to access your accommodation. On departure please leave your key in the door and leave your accommodation clean and tidy, we have the right to charge for the time involved in putting it right, if the property is found to be excessively dirty.

Occupation of the Tree Houses, Tree Tents and Bell tents

We are able to advise Guests who require mobility assistance on the suitability of the Bedrooms we have available. Your hire charge includes bed linen, a towel per guest and in Tinker Tree House and Bell Tents a hot water bottle is included for each guest for use during your stay. Extra beds above the number advertised may be provided subject to the payment of additional Services Fees. Unused beds or properties will not be entitled to refunds, unless agreed in writing by West Lexham.

The number of guests occupying the accommodations must not exceed the agreed limit, which, if not otherwise agreed is the number stated for the particular property on the website. We reserve the right to refuse entry to the entire party if this condition is not observed. Beds will be made up prior to your arrival and for bookings of more than one-week bed linen and towels will be changed at the end of each week. Electricity, gas and water on site are included within the rental charge. Any electrical equipment that you bring to West Lexham must be PAT tested before it is brought to site.

Health and safety

Use of the Venue and the Bedrooms by you and your Guests is at your own risk. It is your responsibility to make yourself aware of any hazards in and around the Venue, Bedrooms and Premises, such as water features, and to inform and warn your Guests that these constitute a danger. You must ensure that all proper precautions are taken by you and your Guests to avoid damage, injury or loss of life to any person or animal.

Damage

The guests shall take all reasonable and proper care of the accommodation, its furniture and effects, and leave it in the same state of repair and in the same clean and tidy condition at the end of the rental period as was found at the beginning. No candles are to be used in the accommodations. No furniture or bedding is to be moved from, or between, the accommodations. All crockery, cutlery, utensils and equipment in the Garden kitchen must be used solely for their intended purpose. West Lexham request that you do not take into the tents any portable heaters, lighting equipment, candles or any items that may cause danger to the tent, its equipment or its occupants.

You are responsible for any breakages or damage at the Premises, whether to the property or to any chattels, or theft of any items from the Premises by you or any Guests and you agree to indemnify us for any claims brought against us as a result.

We accept no responsibility for any loss, damage or theft of any personal belongings.

If there have been any breakages, damage or theft to or from the Premises, the cost of repair or replacement will be taken from the Damages Deposit and we shall invoice you for the costs. If the costs exceed the Damages Deposits you will be invoiced for the excess and this will be payable on demand. If the costs are less than the Damages Deposits the difference will be refunded to you.

Only resident Guests who are entitled to stay in the Bedrooms can enter the Property at West Lexham before, during or after your stay, unless they have expressed permission from West Lexham. It is a matter of fire safety, only Guests that have booked in advance and who are registered with West Lexham can stay overnight.

We reserve the right on no less than 12 weeks prior written notice to you to increase the amount of the Damage Deposit we require you to pay – and that we will hold – under the terms of (and for the purposes of) this Agreement. We will endeavour to ensure that any increase will be reasonable, and (amongst other things) will reflect advice from our own insurers.

Noise & Nuisance Policy

West Lexham is a rural venue with close community links. We have a strict noise policy which must be adhered to, as we are in the centre of the village, as such noise must be kept to a minimum at all times. Other guests who are staying may not share your taste in music or wish to hear music at all during their stay. So music played in your hired property must be very low background music only to not leak out and disturb other guests. No music is permitted in the gardens or communal areas of the site (this includes music played indoors with windows and doors open and therefore audible outside the property).

West Lexham is a retreat centre setting so noise must be kept at a low level around the site and in the communal areas. All areas must be kept free of noise above normal conversation from 11pm onwards. We politely ask that all visitors to West Lexham do not cause a nuisance or annoyance to other guests or occupants of the nearby village

properties. We reserve the right to keep your Damage Deposit in full if our noise policy is not adhered to following a first warning, as our business could be at risk. You are responsible for your own and your Guests' behaviour. If we have any reason to believe that any behaviour is unacceptable, dangerous or unlawful we will be entitled to take whatever action we deem necessary. If there are problems that cannot be prevented or remedied, you acknowledge that we may, in our absolute discretion, ask everyone to leave the Premises. No refunds will be given in such circumstances and any outstanding money owed to West Lexham will still be due.

Liability

Take care to be responsible for your own safety at all times. We have a beautiful lake, rowing boats, BBQs and fire pits for example, but they are all unsupervised, and are therefore used entirely at your own risk. Please do not burn any materials, other than the wood provided, in the tree house wood burners. Please ask a member of the West Lexham team if you have any questions about Health and Safety at West Lexham. You must also take all necessary steps to safeguard your personal property and no liability to you is accepted in respect of damage to or loss of such property.

Our total liability to you for any loss you suffer will be limited to the total amount of money payable by you to us for your booking. We will not be liable for any losses or damage which were not reasonably foreseeable to both you and us when this Agreement was entered into. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen (for example, if you discussed it with us at the time of booking). In addition, we will not be liable for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. As such, nothing in these terms excludes or limits in any way our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Smoking, Alcohol & Drugs

West Lexham operates a no smoking policy within all accommodations. Please smoke outside and use the sand pots provided near all accommodations for ash and remnants. Never put smoldering cigarettes in general waste bins. Consumption of alcohol must be done legally and responsibly. Drugs must not be brought on site. Anyone found in possession of illegal substances will be asked to leave the site immediately.

Visitors

Only those persons notified at the time of the booking are entitled to occupy the accommodation allocated. Additional visitors are not allowed unless you have permission in writing from West Lexham.

Dogs

Dogs are welcome in all accommodations; however, this must be agreed prior to arrival; we charge £35 per dog to cover extra housekeeping costs. The expectation is that all dogs are well-behaved and well-socialised, house trained, kept off the soft furnishings, not left unattended in the tents, and kept on a lead at all times. Please bring waste bags and clean up after your dog, disposing of the dog waste in the bin provided. This is very important as we have many children on site. If your dog is deemed by our staff to be disturbing other guests, for example by continuously barking, we reserve the the right to ask you to remove the dog from site. In this situation no refund will be offered.

Advertised Facilities and Amenities

Not all items, equipment, amenities and facilities advertised may be available at all times due to breakdown, malfunction, natural phenomena, pest, predation or other reasons. The management of West Lexham will try to rectify any malfunctions as soon as possible but no refund of any or all the money paid by the guest will be made. We prohibit fishing in the lake.

Recycling

West Lexham is run on 90% renewables, with solar panels for energy, a woodchip boiler for heat and fresh water from the chalk spring. It is also built with natural and reclaimed materials using eco-building techniques. Recycling is very important to us. All guests are required to use the waste bins provided in the outdoor kitchen, which are

emptied daily. Please rest assured that BACO, with their Royal Warrant, have a goal to recycle 100% of this waste, collecting our orange wheelie bins weekly on Fridays. There is no need to separate the recycling as it is sorted at the BACO plant.

Lost Property

If any personal property is left behind after your stay, and found, we will advise you as soon as possible. A minimum charge of £10 is made for the return of lost property after your departure. Items of lost property can only be held for a maximum of 1 month after which time they are donated to charity. We cannot be held responsible for items reported lost which cannot be found. Property is always the responsibility of the owner.

Internet

Your stay here is a great opportunity to unplug and enjoy the beauty of nature. We do have wifi over most of the site however please be aware we are rural and if lots of people are online, running speeds will slow down. The wifi password is 'westlexham' (all lower case, no space). Wifi is available free of charge to guests on the condition that it is not used to view or download from sites that have illegal content, or websites which are age-limited, if they are under age. Any users of the service must indemnify West Lexham against any potential liabilities, relating to use of internet sites that could result in legal or financial penalties. You are therefore responsible for ensuring that you and your party do not download or access via the internet at West lexham any illegal material on the internet.

Privacy

Protecting your privacy is important to us and we will make every effort to keep your personal information confidential. Your details will be kept on our database to enable us to keep you up to date with any future offers, information or mailings, unless otherwise advised. We do not store customer credit card details. We do not give any information to third parties or use information gathered in any way other than those described above. If required by law or legal process to disclose your personal information, we will do so only in accordance with the law.

Complaints

The information provided on the website is believed to be true and accurate at this time, and all reasonable efforts have been made to ensure that descriptions given to you in relation to your Bell tents are accurate. Minor differences may arise from the photographs which are intended for general guidance only, and do not form part of the agreement between us.

Every effort has been made by West Lexham to ensure that you have an enjoyable and memorable stay with us. However, should you encounter any problems or there be any cause for complaint during your stay, please let us know straight away by contacting a member of the team on mobile number 07927 658501 within office hours of 9am-5pm and we will do everything possible to resolve it.

Force Majeure

For the purposes of this Agreement, a **Force Majeure Event** means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes, government lockdowns or forced closures, failure of a utility service or transport network, act of God, sickness, pandemics, nuclear radiation, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other adverse weather conditions or default of third parties. We shall not be liable to you, or be in breach of this contract, as a result of any delay or failure to perform our obligations under the Booking as a result of a Force Majeure Event.

In the event of a Force Majeure Event, we may in our absolute discretion cancel your Event, in which case the Venue Hire Deposit, Services Deposit and any balances of the Venue Hire Fees or the Services Fees, which have been paid by you, shall be fully refunded, but not the 7% non-refundable booking fee.

If we are forced to bring your Hire to an end early due to a Force Majeure Event affecting us, you or our property we will refund you 50% of your remaining lodging costs based on the time of your Booking remaining, minus reasonable expenses incurred. This will be the full extent of our liability and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

Terms & Conditions & Cancellation Rules:

You may cancel your booking by informing us by email. Your booking will be covered by Master Cancel under the following conditions.

Cancellation Terms & Conditions:

- You can cancel your booking up to 2 days prior to the arrival date and get 100% refund of the Hire Deposit or Hire Fee which you have already paid.
- Refund Payments will be released back to the cancelling guest on the scheduled date of check-out of the original booking.
- Reimbursements: Only Hire Fees are refunded. Additional extras, including, but not limited to, the 7% Booking Fee, any extras and other ancillary charges, will not be refunded unless agreed with West Lexham in writing.
- Cancellations made 1 day prior to or the day of arrival date will not be eligible for refund. Example: For an arrival date on Saturday, Guests could cancel the prior Monday, Tuesday, Wednesday, and Thursday, but not Friday (1 day prior) or Saturday (actual arrival date).
- Guests must cancel their reservation by notifying West Lexham LLP in writing that they wish to cancel
- West Lexham has the right to terminate this Agreement with immediate effect if you commit a material or persistent breach of this Agreement, including non-payment of Fees within 7 days of the due date on your invoice.

To qualify for a full refund under Master Cancel:

- West Lexham requires a minimum 25% deposit with initial booking, or full payment if within 56 days of Booking start date.
- West Lexham requires any balance owed by guest is paid no later than 56 days before check in. Failure to pay West Lexham any payments within 7 days of this date or the date specified on the invoice, gives West Lexham the right to treat the booking as cancelled.
- The maximum stay bookable at West Lexham is 180 days and the maximum value of a booking in a single property is £24,000.
- The maximum stay length is 90 days. Bookings with a trip length more than 90 days do not qualify for Master Cancel.
- We will attempt to re-sell any cancelled booking.