

Stoke by Nayland Lodges

Booking Terms and Conditions

These Terms and Conditions (from now on called "these Terms") govern the relationship between:

- You and all members of your party and your invitee, all of whom you accept responsibility for - (from now on called "you")
 - The Stoke by Nayland Club Limited trading as Stoke by Nayland Hotel, Golf & Spa (from now on called "the Company")
- regarding your stay in the Stoke by Nayland Country Lodges, an adjunct of the Stoke by Nayland Hotel, Golf & Spa complex.

The Country Lodge or Lodges you hire, the other Lodges, the Communal Buildings and facilities at the Country Lodges complex, and the premises of the Stoke by Nayland Hotel, Golf & Spa are together and separately from now on called "your Lodge", "the Lodge" or "the Property" as the situation requires.

1. Rates, Deposits and Cancellations

All rates listed are per Lodge unless otherwise stated. Rates are based on the maximum occupancy of the accommodation and are subject to availability.

Please note a maximum occupancy applies for all Lodges as follows: 4-bedroom Lodge = 12 people, 3-bedroom Lodge = 10 people, 2-bedroom Lodge = 6 people, and 1-bedroom Lodge = 4 people.

Please note that all of these maximum numbers include use of a double sofa bed in each Lodge living room area and, if used, this will incur an additional charge of £15 per sofa bed.

A deposit of 30% of the total cost of your break must be paid to secure your reservation at the time of booking. This deposit is based on the Lodge rate and does not include any additional services you may wish to book. The final balance must be paid 10 weeks before the start of your break. For reservations made less than 10 weeks before the start of your stay, all accommodation charges must be paid in full at the time of reservation. Please note that for bookings during the peak summer or festive seasons, full payment is required 12 weeks prior to your stay.

Cancellation by the client of any reservation will incur the following charges:

- Over 10 weeks prior to arrival - your deposit is forfeited
- 8 - 10 weeks prior to arrival - 50% of the total cost
- 6 - 8 weeks prior to arrival - 60% of the total cost
- 4 - 6 weeks prior to arrival - 75% of the total cost
- 1 - 4 weeks prior to arrival - 90% of the total cost
- 0 - 7 days prior to arrival - 100% of the total cost

A security deposit of £200 is required for all reservations, to cover any loss or damage which may be incurred during your stay. We take this deposit at the time of full payment, and provided no retention is justified, it will be refunded within 3 working days of check-out or as soon thereafter as banking permits.

Cancellation by the Company

In the unlikely event that the Company has to cancel your stay in a Lodge for any of the following reasons, then you will receive all advance payments, although the Company will not have any other liability.

The Company has the right to cancel if:

- a. The Company or the Client become insolvent or, in the case of an individual, subject to a bankruptcy petition. (If this relates to the client, then no advance deposits will be refunded in this instance).
- b. The Client is in arrears on payments due to the Company (no advance deposits will be refunded in this instance).
- c. The booking, the persons associated with the booking and/or the purpose of the booking might damage the reputation of the Lodges or the Hotel.
- d. If a force majeure occurs, such as damage to the Lodge where it is physically damaged or the Lodge is in an unsuitable condition to stay in.

However, if the Lodge is closed or unavailable due to events beyond its control or not of its own volition, such as government directives, pandemics and epidemics, the Company will then be obligated to reschedule your stay to another date at no extra cost. If another date is not possible for the client, then resort credit for the amount of the deposits paid will be issued to the Client to be spent elsewhere in the resort, at a time to suit the Client. (Subject to availability.)

2. Included in your stay

All rates are based on self-catering accommodation and therefore do not include any meals or drinks during your stay.

The following will be included in your rate:

- All bed linen and towels for the maximum number of guests permitted in your Lodge;
- A small supply of cleaning items ie dishwasher tablets, washing up liquid, tea towels, dish cloths;
- A 'welcome' hamper for stays of 3 nights or more;
- Complimentary Wi-Fi in all Lodges.
- As the Lodges are part of the main SbN Resort Lodge guests are offered preferential rates for use of the Peake Spa, Peake Fitness and SbN Golf facilities. Please see your confirmation letter for full details.

3. General Conditions

a. You are responsible for ensuring that you do not exceed the occupancy limit of your Lodge. This limit may vary depending on the size of your Lodge and available beds. Exceeding this limit would be a breach of these Terms as well as fire, health and safety regulations. Anyone found exceeding the limit may be requested to vacate the Lodge and forfeit their deposit.

b. Persons making a reservation must be over the age of 21.

c. You are expected to use the Lodges with care and will be liable for any loss or damage to a Lodge or contents regardless of whether this damage is the result of your own negligence or conduct, or that of other guests for whom you are responsible.

d. You will be expected to pay for any breakage, damage or additional cleaning. Smoking in any part of the Lodge buildings is strictly prohibited, and any party found to have broken this rule will incur a deep-cleaning and lost revenue charge of £200.

e. The Company reserves the right to carry out inventory and other checks at any time prior to your departure.

f. The Company reserves the right to seek compensation for any damage discovered after your departure.

g. All reservations are subject to availability and we reserve the right to reallocate accommodation as necessary.

h. No Lodge may be used for any illegal or immoral purpose or for any trade or business.

i. No flammable or explosive material may be stored or placed in or near any Lodge.

j. Only the fitted curtains or blinds in each Lodge may be used to cover or obstruct the windows of the Lodge.

k. Entertainment devices, musical instruments and similar equipment must be used in a way as not to cause any annoyance or disturbance to any other member or occupant. In particular, the volume of all equipment must be inaudible outside any Lodge between 10:00pm and 9:00am.

l. You may not assign or sublet the Lodge or allow anyone not authorised by the Company to occupy it.

m. Cars may be parked only in designated parking areas for the appropriate Lodge, or in the Lodge visitors' carpark, or in the Hotel carpark.

n. No animals are permitted in the Lodge, with the exception of guide dogs.

o. You agree to keep the Lodge clean and tidy and to leave the Lodge in a similar condition as you found it upon your arrival.

p. You must allow the Company and any representative of the Company (including workmen) access to the Lodge at any reasonable time during your occupation of the Lodge (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time. In these situations the Company is entitled to enter the Lodge at any time without giving you prior notice.

q. We request that you kindly fulfil the following requirements before checking out of your Lodge:

- Clean all dishes, crockery, cutlery and glasses and return them to the cupboards
- Ensure all rubbish is stored in rubbish bags
- Ensure used towels are placed in the bathtub
- Ensure that the lodge floors are all free from debris (wrappers, papers, foodstuffs, etc)
- Return chairs and furniture to the same position they were in upon your arrival
- Ensure that fridge and freezer are empty and clean
- Leave ovens and hobs clean and tidy.

Please note that should the above requirements not be fulfilled upon your departure we reserve the right to charge you a £50 cleaning fee to return the Lodge to its original state ready for the next guest. This fee would be deducted from your security deposit before it is refunded to you.

4. Liability

The Company accepts no liability for any death or personal injury unless resulting from negligence of the Company or its employees (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Company for damage to, or loss of, any personal property except where such damage or loss is caused by the negligence of the Company or its employees (providing they were at the time acting in the course of their employment). Except where loss of and/or damage to luggage or personal possessions is concerned, in all other claims which do not involve death or personal injury, if the Company is found liable to you on any basis, the maximum amount the Company will have to pay you is the accommodation charge (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will be payable only where you have not received any benefit at all from your holiday. Additionally, the Company cannot accept liability for any business losses. Nothing in this Section or elsewhere in these Terms excludes or limits any liability the Company may have to you (a) for any fraudulent act or omission or (b) under Part 1 of the Consumer Protection Act 1987 (or any substitution or amendment thereof) provided always that nothing in this Section confers any right or remedy to which you would not otherwise be entitled by law. Please also refer to Section 1d (Force Majeure) above.

5. Insurance

We may provide a link on our website to a specialist holiday and travel insurance company. There are of course, many companies providing holiday and travel insurance but whichever one you choose you should carefully read the policy wording. Most of the policies available in the market today provide for refunds in the event of cancellation or curtailment but there may well be circumstances where cover does not apply - thus the need to understand the policy terms. They might not cover the charges for cancellation made by the Company. If you live outside the UK and have reserved your stay through a local agent the cost paid to your local agent by the Company might not be refundable.

6. Check-in

You can check into your lodge on your arrival date at any time after 4pm (unless advised otherwise, for example in your confirmation letter) and you must leave by 10am on your date of departure. If you fail to arrive by 12 noon on the day after the start date of your reservation and you do not advise the Company of your delayed arrival, your reservation may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

7. Data

For the purposes of the General Data Protection Regulations 2018, the Company is the sole data controller of all personal data provided to it by customers and prospective customers. In order to process your reservation the Company needs to collect certain personal details from you, for example names and addresses of party members, credit/debit card or other payment details, special requirements such as those relating to any disability or medical condition which may affect your arrangements and any dietary restrictions which may disclose your faith. If the Company needs any other personal details, it will ask your permission before requesting it. The Company also needs to process and store your personal details for its own administration, market analyses and operational reviews. The Company will not store and use your personal details for future marketing purposes unless you give us your explicit consent.

8. Law

This contract is governed by English law and no other. It is agreed that any dispute you may have with Company will be dealt with by the Courts of England and Wales.

Stoke by Nayland Hotel, Golf, Spa & Lodges, Keepers Lane, Leavenheath, Colchester, CO6 4PZ

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