

Cleveley Bridge Terms and Conditions

In these terms and conditions the following terms have the following meanings:

'Accommodation' means the lodge/camping pod shown in the confirmation invoice or as may otherwise be agreed in writing between Cleveley Bridge and the Visitor.

'Agreement' means the agreement between Cleveley Bridge and the Visitor for the holiday rental of Accommodation on these Terms and Conditions.

'Cleveley Bridge' means Cleveley Bridge, Cleveley Bank Lane, Forton, Preston, Lancashire PR3 1BY.

'Visitor' means the person named in the confirmation invoice.

1 Agreement

1.1. Agreement and acceptance of these Terms and Conditions between the Visitor and Cleveley Bridge for the holiday rental of the Accommodation is made when a booking is placed.

1.2 Cleveley Bridge permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these terms and conditions.

2 Price Changes

2.1 Holiday prices are usually reviewed towards the end of each year, for the coming calendar year. Once prices are reviewed, the price for each Visitor's booking is confirmed on their confirmation invoice.

It is important in order for Cleveley Bridge to correspond with the Visitor that the Visitor keeps Cleveley Bridge notified of any changes in their contact details by writing to Cleveley Bridge Estate Office, Cleveley Bridge Fisheries, Cleveley Bank Lane, Forton, Preston, Lancashire. PR3 1BY or by calling 07958 797117 or e-mailing: info@cleveleybridgefisheries.com

3. Booking and Payment Terms

3.1 For bookings made 4 weeks or more in advance, the booking for a holiday will be effective when a 30% deposit (rounding up to the nearest pound sterling) has been received by Cleveley Bridge. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days or less if within 3 months of the holiday start date. The full balance of the total holiday cost will be payable not later than 4 weeks before the holiday begins.

3.2 For bookings made for a holiday less than 4 weeks away, full payment must be made at the time of booking.

3.3 The holiday price includes Value Added Tax ("VAT"). If rates of VAT change from that included in the holiday price Cleveley Bridge may amend prices accordingly.

3.4 All payments can only be accepted in Pounds Sterling using Visa or MasterCard, Bank Transfer or Paypal (additional charges apply on the total value). No charge applies for payments made by cheque or bank transfer.

4 Cancellation

4.1 If a visitor wishes to cancel a booking it must give Cleveley Bridge notice in writing as soon as possible. On receipt of the written cancellation Cleveley Bridge will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £25.00 (twenty five pounds) to cover office administration.

4.2 If, following a booking, the full balance is not paid on time; Cleveley Bridge shall notify the Visitor. If, after 20 days from the date on which full payment is due, full payment has not been received by Cleveley Bridge then it may cancel the holiday booking and the above cancellation charges will apply.

5 Right to Refuse/Alter

5.1 Cleveley Bridge may, at its discretion, refuse any booking.

5.2 Cleveley Bridge may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) due to circumstances beyond the reasonable control of Cleveley Bridge; or (b) to perform or complete essential remedial or refurbishment works.

5.3 If a booking is altered or cancelled by Cleveley Bridge due to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative accommodation/booking. If Cleveley bridge is not able to offer such an alternative or the Visitor does not accept the alternative offered, Cleveley Bridge will return to the Visitor the relevant proportion of the money paid by the Visitor to Cleveley Bridge in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

5.4 If a booking is altered or cancelled by Cleveley Bridge in order to perform or complete essential remedial or refurbishment works it shall offer the Visitor a lodge in the same or a higher price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

6 Change of Booking

6.1 Transferred bookings are not normally permitted e.g. a transfer from one lodge to another, a change in the Visitor or a transfer from one date to another.

6.2 Cleveley Bridge may, at its discretion, accept transferred bookings subject to payment of a fee of £25.00 (twenty five pounds). However, bookings will not normally be accepted within one month of the Visitor's holiday, or from one calendar year to another.

7 Maximum Numbers of Visitors

Occupation must be limited to the maximum number of persons for the Accommodation stated in the brochure or on the Cleveley Bridge website, in the available beds only – no tents, caravans, campervans or bivvy are allowed. The occupation limits are set in line with the level of services available in each accommodation.

To exceed the maximum number of persons in any accommodation overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

8 Services & Appliances

The total holiday price will include charges for all water, gas, electricity & environmental fees. Visitors are asked to read the instructions (when necessary) located in each accommodation for the operation of all appliances.

9 Liability and Loss of Visitor Property

9.1 Any Visitors property found at the Accommodation or on Cleveley Bridge property will normally be disposed of if not collected within two months. Cleveley Bridge charges a reasonable administration fee to cover the costs of storage and handling of lost property and any postage charges must be paid in advance for the return of any items.

9.2 Cleveley Bridge will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

- a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, Cleveley Bridge.

10 Pets

Well behaved family dogs are permitted to stay at Cleveley Bridge. Where dogs are permitted then a maximum number of two dogs per lodge shall apply and one dog per camping pod shall apply. Only well trained pets are permitted on the condition that the Visitor is responsible for keeping their pets off the furniture and out of the bedrooms in all lodges and must ensure they are never to be left unattended in any Accommodation. Dogs must also be kept on a lead and under control at all times within the grounds of Cleveley Bridge. All Visitors are responsible for cleaning up after their dog(s). A charge of £35.00 per dog will be made (up to one week stay in any lodge) and a charge of £5.00 per night in a camping pod. No other domestic pets can be accepted at Cleveley Bridge.

Cleveley Bridge reserves the right to require a Visitor to remove their dog from the site (without any reimbursement) if it is causing a nuisance, damage or is a danger to other guests.

11 Right of Entry

11.1 As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. Cleveley Bridge and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

11.2 Cleveley Bridge will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 8.00am – 17.00pm. If this is not possible Cleveley Bridge offers you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

12 Visitor Obligations

12.1 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

12.2 The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

12.3 The Visitor must allow Cleveley Bridge and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

12.4 The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Cleveley Bridge or to any neighbours or neighbouring guests or angler.

12.5 The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling. Parking on any grassed area is not permitted.

12.6 Smoking/Vaping is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke/vape inside the Accommodation.

12.7 The use of candles or fireworks by the Visitor or his or her party at the Accommodation is not permitted unless expressly agreed in writing with Cleveley Bridge. The use of barbeques is permitted but they must be raised up off the ground and grass and must NOT be used on any decked area.

12.8 Children: Visitors are responsible for supervising their children properly, particularly near the lakes and ponds on Cleveley Bridge and the adjacent River Wyre so that they are not a nuisance or danger to themselves or others. No ball games may be played where they may cause a nuisance to other guests and anglers or are likely to cause damage to any property.

13 Damages

13.1 Cleveley Bridge recommends that Visitors hold personal insurance for accidental damage and personal liability.

13.2 If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to Cleveley Bridge immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge may be made.

14 Occupation

14.1 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

14.3 The maximum occupancy of the Accommodation shall not be exceeded. However Cleveley Bridge will always give reasonable consideration to specific requests for use of the Accommodation which may relate to occupancy (for example, a function or celebration). If the Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of Cleveley Bridge. If permission is granted, an additional charge will be made.

15 Water Supply

Cleveley Bridge cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of Cleveley Bridge 's reasonable control.

16 Weather

If the Accommodation becomes inaccessible due to bad weather Cleveley Bridge will take reasonable steps to inform the Visitor and offer an alternative suitable date. However, Cleveley Bridge will not be liable for any weather related conditions that affect public roads.

17 Comments/Complaints

17.1 Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the Office and reasonable steps will then be taken to assist the Visitor.

17.2 Cleveley Bridge is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify Cleveley Bridge or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

17.3 Visitors must provide a contact telephone number and suitable time for Cleveley Bridge to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of Cleveley Bridge to resolve problems or complaints. If despite contacting Cleveley Bridge the problem or complaint remains unresolved, the Visitor must contact the estate office again. The Visitor must not independently move to other accommodation without first allowing Cleveley Bridge the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation or repayment.

17.4 Visitors must formally confirm any unresolved complaint in writing to Cleveley Bridge within 28 days of return from holiday, addressed to: Cleveley Bridge Office, Cleveley Bank Lane, Forton, Preston, Lancashire, PR3 1BY

18 Arrival and Departure Times

18.1 The Visitor and his or her party must arrive after the arrival time (2.00pm on the first day of the holiday period) and depart before the departure time (10:00am on the last day of the holiday period). Cleveley Bridge especially recommends arrival before 4pm in winter months where access to our rural Accommodation is often made more difficult due to the lack of local lighting.

18.2 The Visitor will be issued with one set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier to the office. Lost keys will incur a charge of £10.00 for a replacement set.

19 Rural way of life

Cleveley Bridge lodges are located in a rural area and any action by the Visitor and his or her party that interrupts or endangers the livelihood of others authorised to use the Accommodation and/or the surrounding land belonging to Cleveley Bridge, will constitute a breach of the Agreement by the Visitor.

20 Right to Evict

Cleveley Bridge may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

20.1 this is deemed necessary by Cleveley Bridge where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or

20.2 any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking/vaping restrictions are not observed.

21 Data Protection

Cleveley Bridge may write to/email Visitors from time to time about its work. If the Visitor wishes to alter the preferences expressed at any time the Visitor should write to the office, or send an e-mail to info@cleveleybridgefisheries.com or telephone the office.