

Save 10% on September breaks terms

05/09/24

- 1. Offer applies to September 2024 breaks only.
- 2. Applicable to all locations.
- 3. Booking must be made before midnight on 30 September 2024.
- 4. 10% off cabin extras applies to specific cabin selection, In-cabin entertainment, breakage protection and flexible amendment.
- 5. Offer can only be used once on any new booking and cannot be applied retrospectively.
- 6. This offer is redeemable online or by calling our Sales & Service team.
- 7. This offer is at our discretion and is subject to availability.
- 8. It cannot be used in conjunction with any other cabin offer or discount that is available at the time of booking.
- 9. In the event of any conflict or discrepancy between these terms and our Terms and Conditions, our Terms and Conditions shall take precedence.
- 10. We reserve the right to withdraw or amend this offer at any time without prior notice.

For bookings made on or after 4 July 2024, please see our new Terms and Conditions below that apply to your booking.

For bookings made prior to 4 July 2024, please **click here** for the Terms and Conditions that apply to your booking.

£25 low deposit offer terms

02/09/2024

- Pay £25 to secure a booking (plus any extras that are payable at the time of making your booking) (a "Low Deposit Offer").
- We may have one or more Low Deposit Offer(s) available at any one time and the Low Deposit Offer that is available (if any) will depend on (i) the arrival date and (ii) the period between the date of your Booking Request (as defined in the Terms and Conditions below) and the arrival date.
- 3. The following Low Deposit Offer(s) is/are currently available:
 - a. Pay £25 to secure your booking available on new bookings with arrival dates that are:
 - i. between 4 October and 31 October 2024 (inclusive); and
 - ii. at least 4 weeks after your Booking Request (as defined in our Terms and Conditions below).





- b. Pay £25 to secure your booking available on new bookings with arrival dates that are:
 - i. after 31 October 2024; and
 - ii. at least 6 weeks after your Booking Request (as defined in our Terms and Conditions below).
- 4. If you make a booking with a Low Deposit Offer, you agree to pay us the difference between our Standard Deposit (as defined in the Terms and Conditions below) and the amount of your Low Deposit (again, as defined in our Terms and Conditions below), even if you cancel your booking.
- 5. We reserve the right to extend, withdraw or amend a Low Deposit Offer at any time without prior notice.
- 6. Booking must be made before midnight on 30 September 2024.

Save 10% when you subscribe terms

27/08/24

- 1. This offer is applicable to new bookings with travel dates from 2 July 2024 31 August 2025, excluding October half term, Christmas, New Year, February half term, Easter, May half term, & bank holidays.
 - I. Excludes summer holiday 2025 dates: 18 July 1 September 2025.
- 2. Save 10% on select cabin extras, excluding pets.
- 3. Applicable to all forest locations.
- 4. Offer applies to the price of the cabin only.
- 5. Bookings must be made before midnight on 30 September 2024.
- 6. This offer can be used once on any new bookings and cannot be applied retrospectively.
- 7. This offer is redeemable online or by calling our Sales & Service team on 03330 110 495.
- 8. This offer is at our discretion and is subject to availability. It cannot be used in conjunction with any other cabin offer or discount that is available at the time of booking.
- 9. In the event of any conflict or discrepancy between these terms and our <u>Terms and Conditions</u>, our Terms and Conditions shall take precedence.
- 10. We reserve the right to withdraw or amend this offer at any time without prior notice.

Terms and Conditions

Last updated: 04.07.24





We know you're not all keen on reading terms and conditions, but they are important and they're here for a reason which is to protect both you and us, and to set out our respective rights and obligations. In particular, we would urge you to read the section 11 on Liability.

So, make yourself a cup of tea (or coffee) and take the time to read our small print. If you have any further questions on our terms and conditions, please call us on (+44) 03330 110 495 or log on to www.forestholidays.co.uk (the "website") and chat with one of our advisors.

It is important to us that you understand the terms on which we are making our agreement. Please read these terms carefully. These terms include important information you need to know before you book, such as:

- · who we are;
- how to book your break;
- how and when to pay for your break;
- information about arriving, staying and departing from our cabins;
- information we will need to know about you and your party and how we use the personal information that you provide to us;
- how to change or cancel your booking; and
- how to contact us.

As a consumer, you have legal rights in relation to your cabin holiday if it is not as described. Advice about your legal rights is available from your local Citizens. Advice Bureau or Trading Standards office.

Section 1: Who we are

Forest Holidays Ltd (referred to as ""Forest Holidays/we/our/us"") sells cabin holidays via the website, via its contact centre, via postal requests and takes bookings direct at the cabin locations (the ""Location(s)""). We are a company registered in England and Wales under company number 8159308 and with our registered office at Forest Holidays, Bath Yard, Bath Lane, Moira DE12 6BA. Our VAT number is 880 994176.

Section 2: How these Terms and Conditions apply to our contract





These terms and conditions (the ""Terms""), together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, set out the entire agreement between you and us for your holiday ("Contract"). We intend to rely upon these Terms in relation to the Contract between you and us.

Please ensure that you and all members of your party read and understand these Terms before you submit your request for a booking ("Booking Request"). Please note that by submitting a Booking Request, you and all members of your party agree to be bound by these Terms. This does not affect your statutory rights as a consumer. A copy of these Terms can be viewed and printed from our website for future reference.

Please ensure that you have checked your details in your Booking Request (see below) and that these are complete and accurate before you commit yourself to the Contract. If you think that there is a mistake in either the Terms or the Booking Request and a change is required, please make sure that you notify us within 24 hours of making your booking by writing to us at info@forestholidays.co.uk or call us on (+44) 03330 110 495.

We reserve the right to change these Terms at any time and any such changes will apply in relation to any new Booking Requests submitted after the changes are posted on the website, at the Locations or otherwise brought to your attention. Please read the Terms each time you submit a Booking Request to ensure you understand the Terms which will apply at that time as submission of a Booking Request shall signify that you have accepted to be bound by the latest set of Terms.

In addition to these Terms, there may be specific rules and regulations which apply to individual Locations. These are available on Location from reception but please contact the relevant Location Manager in advance of your arrival if you require further details of any Location specific rules and regulations.

Section 3: Making a booking

How to make a booking

In order to submit a Booking Request, you will need to complete a booking form (either on the website, over the phone or at the Location). The booking form process allows you to check and amend any errors before you submit the Booking Request to us. Please take the time to read and check your booking at each stage of the booking process, as it is your responsibility to provide us





with the correct information. If you have made the Booking Request via the telephone, we will read back your details to you so that you can confirm that they are correct.

Our acceptance of your Booking Request is at our absolute discretion and will only take place once we issue an email confirming your booking containing a booking reference number or (where an email hasn't been provided) written confirmation via the post. This written confirmation shall signify that we have accepted your Booking Request, subject to these Terms. At this point a Contract shall come into existence between you and us on these Terms.

Subject to any enduring conditions, our Contract will last until the last member of your party has left the Location, including any extension to your stay and for such time afterwards as may be necessary.

Conditions of booking

By making a Booking Request you confirm on behalf of all persons in your party that:

- you are over 18 or, if the booking being made does not include yourself that there is at least one person in your party that is at least over 18 at the time of the stay;
- you have read and agree to be bound by these Terms;
- you accept financial responsibility for payment of the booking on behalf of all persons in your party; and;
- you will be responsible for any loss or damage caused by you, any member of your party
 or animal accompanying you.

Our Contract binds you, (the person named on the booking confirmation) and all members of your party, including children and any day visitors.

Please note that we cannot permit a transfer of a booking to another person or party. The existing booking will need to be cancelled in accordance with the terms as set out within this document and a new booking made.

The maximum number of people occupying your accommodation must not exceed the number shown in the particulars of the cabin, (although please note that in addition to the number shown in the particulars of the cabin, you may also have up to 2 infants under the age of 2 in your cabin).

Booking duration

Unless varied from time to time by specific promotional activity (e.g. two night breaks), bookings are subject to minimum stay requirements, according to the type of break that you choose.





Our cabins can be booked either for a 3 night weekend (Friday to Monday), 4 night midweek (Monday to Friday), a full week stay (starting and finishing on either a Monday or a Friday) or any combinations of the above. If you have to cut your booking short for any reason, we cannot give you a refund under our standard Terms, please see our Flexible Amendment option for more information.

From time to time, Forest Holidays may offer 'Special Breaks' starting on different days and / or differing durations. These Special Breaks are subject to these Terms unless we agree otherwise.

Single sex groups

Group and single sex bookings are welcome at Forest Holidays with the understanding that from 10pm we ask guests to respect the need for privacy and quiet by other guests. The locations are not suitable for stag and hen groups looking to play loud music and use our facilities for parties after 10pm, while we also understand that not all such single sex groups are rowdy. We would be delighted to discuss the needs of groups travelling to the forest in advance to make sure that we can tailor your break to your needs: please call us on +44 (0) 3330 110495.

Section 4: Prices

You will pay to us the price of your holiday as set out online or as quoted by our Holiday Advisors at the time that you submit your Booking Request.

Cabin prices vary depending on the time of the year. If your stay falls within two or more price bands, the corresponding price for each date range will be charged for the days that you stay during the relevant price band. Prices include VAT at the current prevailing rate.

The price includes:

- use of your accommodation for the maximum number of guests we indicate; and;
- any other amenities or services described as included in the price of your break in the information provided to you on our website (which vary depending on the type of cabin you book)

Prices do not include any additional services, features and facilities unless they have been specifically included as part of a promotion to your booking. Additional services, features and facilities (such as cycle hire, cot hire etc.) and details of how to book them can be found on our website, www.forestholidays.co.uk. Additional charges may apply for these such services, features and activities. Please note that with activities that are booked with one of our external partners, an additional separate agreement may be required to be entered into.





Price adjustments, promotions and discounted offers are introduced at our discretion and are subject to availability. Offers cannot be used in conjunction with any other promotion or discounted offer and may be withdrawn at any time prior to the Contract being formed. Retrospective refunds are not permitted against any price adjustment, promotion or discounted offer advertised after such time a Contract is made. Discount codes or promotions cannot be added retrospectively.

Some promotions and discounts require valid membership, group associations or a requirement for a customer to have taken some type of action i.e. made a booking, entered a competition etc. We reserve the right to request valid identification to prove eligibility for these specific discounts and promotions where required. Furthermore, we reserve the right to withdraw and remove a discount from a booking at any time, if the booker is found to be ineligible for the discount or promotion.

Section 5: Payment

Standard Deposit

Save where a Low Deposit Offer is available on your booking (see the Low Deposit section of these Terms below), if you make a Booking Request more than 6 weeks prior to the start date of your holiday, we will request a deposit ("Standard Deposit") of £100 or 30% of the booking (whichever is greater) per cabin per short break / week, plus any fees due for Flexible Amendment or, Specific Cabin at the point of booking. The due date for the final balance payment will be 6 weeks prior to the start date of your holiday. Please note that we may (but are not obliged to) contact you via the contact details you provide us with to remind you of the due date for payment of the balance.

If we do not receive the final balance payment from you by the due date, we reserve the right to cancel the booking and you will forfeit the total cost of any payments made to date.

Low Deposit

During certain periods, we may choose to make available a low deposit offer ("Low Deposit Offer") on certain bookings. The Low Deposit Offer that is available (if any) will be determined by the date of your Booking Request and the arrival date for your booking. If we make available a Low Deposit Offer for a booking, the amount payable at the point of the Booking Request shall be lower than our Standard Deposit ("Low Deposit"). The amount of the Low Deposit will be shown to you before you make the Booking Request, and confirmed to you as part of your booking journey. If a Low Deposit Offer is available on your booking, the Standard Deposit option will not be.





When you make a Booking Request with a Low Deposit Offer ("Low Deposit Booking"), you agree to pay us:

- the amount of the Low Deposit upon making your Booking Request (we'll tell you how
 much the Low Deposit is before you make your Low Deposit Booking, and you'll see it
 referred to in your booking confirmation email too); and
- 2. the difference between our Standard Deposit (as defined above) and your Low Deposit (being, the "Remaining Deposit") on the earlier of:
 - I. the date you confirm to us that you wish to cancel your booking and:
 - II. the date we tell you that the Remaining Deposit is due (we'll tell you this before you make your Low Deposit Booking, and you'll see the date that it is due and the amount referred to in your booking confirmation email too); and
- 3. the outstanding balance of the full cost of your booking ("Remaining Balance") on the date we tell you that the Remaining Balance is due (again, we'll tell you this before you make your Low Deposit Booking, and you'll see the date that it is due and the amount referred to in your booking confirmation email too).

We may (but are not obliged to) contact you via the contact details you provide us with to remind you of the due date for payment of the Remaining Deposit and/or the Remaining Balance.

Low Deposit Offer(s) will only be available at certain times of the year and on certain bookings (as stated on the website and promotional material), and is available on bookings at our absolute discretion.

In addition to the Low Deposit, you will also have to pay for any relevant extras or activities added at the time of booking.

It is important to note that if you cancel your Low Deposit Booking or we do not receive the relevant payment(s) from you in full by the relevant due date(s) as set out above, you will forfeit the total cost of any payments made to date. Further, you will also be responsible to pay us the Remaining Deposit, plus any associated fees and cancellation charges.

Pay monthly option

Pay monthly option is available for any booking requests, where a minimum number of payments includes the initial deposit (if applicable) and 2 further monthly payments. The maximum number of monthly payments is 11.

The first initial payment must be the stipulated deposit (if applicable) plus any fees due for $_{7}$ Flexible Amendment or_and Specific Cabin. The subsequent monthly payments will spread the





outstanding balance plus any extras added on the date of booking over the term. Monthly payments will be taken on the same date as the original booking date (or will revert to 28th of each month if booked after this date). Any additional extras added later to the booking must be paid in full at the time of purchasing the additional extra.

The due date for the final balance payment will be on your final monthly payment which will be at least 6 weeks prior to the start date of your holiday. Please note that we may (but are not obliged to) contact you via the contact details you provide us with to remind you of the due date for payment of the balance.

If any of the scheduled monthly payments fail, we reserve the right to cancel the booking. You will be responsible to pay us the Standard Deposit (or if you made your booking with a Low Deposit Offer, the Low Deposit plus the Remaining Deposit), plus any fees or cancellation charges at this time. If your payments to date exceed this value, we will refund you the difference.

It is important to note, you have the right to cancel the booking at any time, but you will be responsible to pay us at least the Standard Deposit (or if you made your booking with a Low Deposit Offer, the Low Deposit plus the Remaining Deposit), plus any associated fees and cancellation charges. If your payments to date exceed this value, we will refund you the difference.

Payment methods for all balances due

By making your Booking Request on the website or via the telephone, you agree to pay us the balance(s) on the applicable due date(s) and you authorise us to automatically take such balance(s) due to us from your chosen payment method that you agreed to use in your booking journey when you made your booking. Should you wish to access the information regarding the payment method that we hold for you, you can request this by emailing us at info@forestholidays.co.uk. If your chosen payment method which you authorised us to take payment from has expired or cannot be used by us, you will need to make these payments either by using the payment feature within My account on the website or by contacting us by telephone.

Unless we tell you otherwise before you make your Booking Request, full payment is due at the time of booking, for all Booking Requests received within 6 weeks of your holiday start date.

Payment for bookings can be made by Debit or Credit Card, either on the website or over the telephone.





Section 6: Mobility requirements and special requests

We have cabins specially adapted for use by our customers with mobility difficulties. Please make enquiries as to their suitability before booking. Please note that if you are able bodied and book this specially adapted cabin without needing its facilities, you may be asked to move to an alternative cabin of an equivalent grade or above in order to accommodate a guest who does require the facilities provided.

If you have a preference for a particular cabin or location, please let us know at the time of booking. We will, wherever possible, try to meet your requirements subject to availability and payment of a special request fee of £25 to £50 (depending on location). However, we cannot guarantee your preference at the time of booking and cannot accept bookings on this basis.

Section 7: Services, features and facilities

Location services, features and facilities may vary between Locations. Details of Location services, features and facilities will be prominently displayed in the reception area of each Location. Features, facilities or services referred to on the website (e.g. bike hire, archery etc.) are subject to availability and may be supplied by third parties. We shall have no responsibility for loss, damage or injury in relation to any services, features or facilities provided or supplied by third parties. You should establish separate arrangements with those third parties.

We will provide those holiday services which make up your booking, for which we are responsible, using reasonable care and skill.

Information about features, facilities and services at your holiday Location, is, to the best of our knowledge and belief, accurate at the time of publication on the website, however, Forest Holidays cannot guarantee that these services, facilities and features will be available during your holiday.

Hot tub use in cabins

Please note that in order to maintain the best levels of hygiene and following our water management regimes, your hot tub may not be fully warm for comfortable use until the evening of your arrival. This also applies to early check ins.

Whilst on holiday we know you want to get the best use out of your hot-tub. The temperature is maintained at 37.5°C and is checked every day by the on-location team – look for the white label





on the lid which indicates when your hot tub has been serviced for that day. We also guide you that:-

- 1. No children under 4 years should use the hot tub and bathers under 16 must be accompanied by an adult.
- 2. You should consult your doctor before use if you are receiving medical attention or have a long term illness.
- 3. Avoid using the hot tub if you are under the influence of alcohol, have eaten a large meal, are pregnant, or are on medication. Only use the hot tub after seeking medical advice if you have a condition that is affected by heat for example, a heart condition or high or low blood pressure.
- 4. No food, glass, liquids, pets, bubble bath or oils allowed as these may result in the hot tub having to be drained.
- 5. You should get out of the tub if you start feeling unwell, uncomfortable, giddy or faint.
- 6. We recommend for safe use that you remain in the hot tub for a maximum of twenty minutes at a time and have a rest period of between 10 and 20 minutes. Overuse will effect chemical balance and overall enjoyment.
- 7. Please take care when getting in and out of the hot tub as the decking is slippery when wet. Please keep your voice down after 10pm and do not use the hot tub during a storm.

Please take some time to watch our hot tub video and ensure your experience is safe and pleasant prior to enjoying your hot tub.

Section 8: Cancellation and changes to your booking

24 hour "cooling off" period

We understand that sometimes guests book in haste, or error or unforeseen circumstances arise. Our Terms provide comfort that we will cancel your booking and refund any monies paid less any unrecoverable commitments made to external suppliers (if applicable).

Changes and cancellations made by you

If you want to amend your booking, please notify us as soon as possible. Amendments to your booking can be made up to 6 weeks prior to the start date of your holiday, subject to availability and an amendment fee for each time you make an amendment. If you wish to transfer your booking to another Location and/or date, we will use our reasonable endeavours to satisfy your request wherever possible, but we shall be under no obligation to do so.





Flexible Amendment allows guests to make an amendment up to 8 days prior to arrival, subject to terms. If you have not taken out Flexible Amendment at the time of booking, we are unable to amend or refund your break within 6 weeks prior to arrival.

If you want to cancel your booking, you must notify us as soon as possible and confirm this in writing. Provided the written notice of cancellation is received by us not less than 6 weeks before the start date of your holiday, only the Standard Deposit (or if you made your booking with a Low Deposit Offer, the Low Deposit and the Remaining Deposit) will be forfeited.

If we receive less than 6 weeks' notice but not less than 2 weeks' notice, you will be liable to pay the total cost of the holiday, but any extras and commitments made to third parties will be refunded in full.

If we receive less than 2 weeks' notice, you will be liable to pay the total cost of the holiday including any extras or unrecoverable commitments made by us to third parties in connection with your pre booked activities and events, including Forest Holidays activities and extras.

Once your holiday has commenced pre-booked Ranger, third-party and Forest Holidays extras and activities are non-refundable, unless cancelled by Forest Holidays.

We do offer Flexible Amendment, which alters the terms of cancellation under certain circumstances. You can find the details of fees and terms in section 19 and on the website forestholidays.co.uk/terms-and-conditions/flexible-amendment/

Changes and cancellation made by us

Occasionally, we have to make changes to bookings. Whist we endeavour to avoid making major changes, we reserve the right to do so in exceptional circumstances. This might include offering you one of the following:

Changes to accommodation

If the level of accommodation that you booked is unavailable, we will in the first instance, endeavour to upgrade your accommodation at no extra charge to you. Where higher grade accommodation is unavailable, we will accommodate your party in the next available grade and refund the subsequent difference in cost.

Changes in date

If the date of the booking is unavailable, we may offer you alternative holiday dates.





We reserve the right to cancel your holiday. In the unlikely event of us having to cancel your holiday (except where you have failed to make full payment on time or due to events which are outside of our control as described in Clause 11) we will offer you the choice of a full refund of all monies paid to us or the option of re-booking your holiday at a comparable standard (with you paying any additional cost or receiving a refund in respect to the price difference).

Please note that any refunds due can only be made by the original payment method.

Section 9: Authorised account set up

On check in you will be required to present a credit or debit card in order for us to take a preauthorisation, enabling you to run a tab system and order from the cabin food ordering system. This card will also be used for any post-stay charges, such as the cabin cleanliness charge described in section 10.

Section 10: Arrival and departure

Please check your pre-arrival email for check-in and departure times for your break.

If you are likely to arrive after 8pm, we ask that you phone the reception of your chosen Forest Holidays Location and let them know your planned arrival time. They will advise you about where you can collect your keys for your cabin. The telephone numbers for the locations can be found on the following link: forestholidays.co.uk/faqs/contact-location-team/

Please note that arrivals may, subject to availability and the appropriate early arrivals fee, be accommodated from 2pm. Your health & safety is our utmost priority and as such we take care in preparing your hot tub, if applicable within your booking, for your stay. We cannot therefore guarantee that your hot tub will be up to the <u>requiredrequired</u> temperature at 2pm (please see section 7). If you are interested in booking an early check in, please contact one of our Holiday Advisors on (+44) 03330 110 495 at least 7 days before your arrival date.

You are required to vacate the cabin by the time detailed in your pre-arrival email for your day of departure. Please note that late departures (up to 12 noon) may be arranged subject to availability and a £30 - £40 late departure fee (depending on cabin size). If you are interested in taking up this offer, please contact one of our Holiday Advisors on (+44) 03330 110 495 at least 7 days before your arrival date.

On your day of departure, please leave your cabin in a good state of cleanliness, to include bins emptied in the outside dustbins, sink and fridge to be left clean and empty, bedrooms and





bathrooms to be left in a clean and tidy condition. Per our booking terms and conditions, we do have the right to charge a £250 cabin cleaning fee to you post departure for any cabins not left in a state of cleanliness. Many thanks for your help with this important matter.

Section 11: Liability – Please read this section as it is important that you understand what you are agreeing

Nothing in our Contract will limit our liability for any matter for which it would be illegal or unlawful for us to exclude, or attempt to exclude, our liability; or, our liability for:

- Death or personal injury caused by negligence; or
- Fraud or fraudulent misrepresentation.

We are relieved from liability for any delay to, or cancellation of, your holiday and for anything which adversely affects your holiday (including the closure of any Location before or during your holiday) which occur due to events which are outside of our control (i.e. that we could not, even with due care, have foreseen or avoided).

Such circumstances include (amongst others):

- Acts of God, adverse weather (floods, droughts), fire, or other natural disaster;
- Epidemic or pandemic, Covid-19 or any disease caused by a new strain of coronavirus, or significant risks to human health such as the outbreak of serious disease;
- Terrorist attack or activity, war, civil war, civil unrest, threat of or preparation for war;
- Any act, law or action taken by, or any guidance issued by, a government or other national
 or local public authority, public health authority or other national authority including port
 or river authorities; and
- Nuclear, chemical or biological contamination or sonic boom

We will, to the extent we are able, endeavour to manage any problems caused as a result of such an event but shall not be liable to you for any losses caused by such event. Where we have cancelled your holiday prior to its commencement as a result of such an event we will offer you the choice of a full refund of all monies paid to us or the option of re-booking your holiday at a comparable standard (with you paying any additional cost or receiving a refund in respect to the price difference). We will contact you and will let you know of any such event, as soon as we can and we will ask you to confirm which offer you would like to accept. Where we have cancelled your holiday after it has already commenced as a result of such an event, we will offer you the choice of a pro-rata refund or refund credit in respect of the value of the cancelled proportion of





the holiday (excluding any insurance premiums or administration charges), or the option of rebooking your holiday at a comparable standard (with you paying any additional cost or receiving a refund in respect to the price difference). Please note that any refunds due can only be made by the original payment method.

Subject to the matters detailed above and below, if we fail to comply with these Terms, we are responsible for any loss or damage that you suffer as a result of our breach of these Terms or our negligence, if such loss or damage is foreseeable; but we are not responsible for any loss or damage that is not foreseeable, or for any indirect or consequential loss. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract and excludes (amongst others):

- Loss of anticipated savings; and
- Loss of data or information:

We only provide use of the cabins for domestic and private use. You agree not to use the cabins for any commercial, business or re-sale purposes. Therefore we are not responsible to you for any of the following loss or damage, whether or not such loss or damage is foreseeable:

- Loss of income or revenue:
- Loss of contracts:
- Loss of business or business opportunity;
- Loss of or damage to goodwill
- Business interruption; or
- Loss of profits

Subject to the matters detailed above, in all cases our maximum liability to you for the total of all claims arising out of your booking with us shall be no more than to refund the amount paid by you for the holiday less any cancellation, insurance, amendment or other separate charges.

As our locations are set in a forest environment, we cannot accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by us. Links to other services not operated by us are provided solely for your convenience. We are not responsible to you for any products, services, or other information provided by third parties.

We are not liable for damage to or theft of your personal possessions and we encourage you to ensure that you have adequate cover under your existing home contents, travel or any other





applicable insurance policy for the length of your stay, especially for valuable items such as phones, cameras, bikes, jewellery and so on as well as for cancellation and accident or illness.

Section 12: Your responsibilities when on location

Our Location Managers are fully empowered in all aspects of Location operation and management. Forest Holidays fully supports its Location Managers in dealing with matters of policy at their sole discretion when the need arises. In placing a Booking Request you agree that you and your party will at all times comply with requests of the Location Managers.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Location. You are also responsible for the safety of all members of the party whilst on Location and as such must notify the Location Managers of any additional requirements that you or your party may have in the event of an emergency. Any pre-existing medical conditions or mobility issues should also be reported to enable our Locations Managers to properly handle any unforeseen problems during your stay.

The cabin must be left in a clean and tidy condition. Please make our Location Manager aware of any breakages or damage caused during your stay. Forest Holidays shall be entitled to charge you for any costs or expenses it incurs as a result of any breakage or damage or a failure by you to leave the cabin in a clean and tidy condition.

You are responsible for the behaviour of all members of your party. Please show consideration to other guests, our staff and our Location. Noisy or disruptive behaviour, especially after 10pm, wilful damage to the Location or cabins or other behaviour considered by our staff to be inappropriate may result in us asking you or a member of your party to leave the Location immediately. No refunds or compensation will be given in these instances, and we reserve the right to claim compensation for damages or inconvenience caused.

To respect the enjoyment of others, we ask that noise levels are kept to a minimum after 10:00pm.

To protect our forests, aside from using approved wood provided by us for use in log burners (Golden Oak and White Willow Premium cabins only) the burning of wood is strictly prohibited. Gas barbecues are provided in our Golden Oak and White Willow cabins, and can be hired for use in our Silver Birch cabins. Guests are not permitted to bring their own barbecues. Open fires, fire pits and rope swings are also prohibited for health and safety reasons To protect our forests, aside from using approved wood provided by us for use in Log burners (Golden Oak and White Willow Premium cabins only) the burning of wood is strictly prohibited. Charcoal only BBQs can be used in the Silver Birch cabins (to be used on the metal tray provided) and are provided in the Forest Retreat for purchase. Gas BBQs are provided for use in our Golden Oak and White Willow cabins. It





is not permitted to bring your own non charcoal BBQs. Open fires, fire pits and rope swings are also prohibited for health and safety reasons.

Children remain the responsibility of their parents or guardians at all times in the cabins, on the Location and during activities. Please ensure that your children are supervised at all times.

Please note that smoking is not permitted in any cabin.

For safety and privacy reasons we do not allow the public use of remote-control helicopters, quadcopters or drones at our locations.

Section 13: Pets

Well-behaved pets are welcome, subject to you booking and occupying a pet friendly cabin and paying the appropriate per pet supplement (details of which can be found on www.forestholidays.co.uk/types/pet-friendly-holidays/).

We have a few simple rules relating to pets that we ask you to adhere to:

- For the safety and welfare of our guests, breeds classified under the <u>Dangerous Dogs Act</u> are not permitted to stay at our locations.
- Please keep all dogs on a lead around the cabins, car parks and Forest Retreat area. While
 we appreciate your dogs may be friendly and well trained, not all our cabins are pet
 friendly and some of our guests may not be as comfortable around animals.
- Around the forest, pets are to be kept under control at all times and owners should be aware of the Forestry Commission Dog Guidelines (details of which can be found on https://www.forestryengland.uk/dog-code).
- Please ensure your pet is covered by appropriate third party liability insurance in case of damage/injury to other (or our) property or persons.
- If we, in our sole and reasonable discretion, consider your pet to be causing a nuisance, harm or threat to anyone or anything, or to be likely to do so, we may ask you to remove your pet from our location (without refund or compensation) or we may have it removed off-location at your expense.
- If one of our team members has a need to visit your cabin (e.g. if you have requested a
 maintenance engineer or similar) you must take your pet(s) out of the cabin or keep them
 in a different room while these visits take place and comply with any specific instructions
 provided to you.
- We welcome well behaved pets on a lead in the Forest Retreat.

When in your cabin, we request:





- No more than four pets may occupy any one pet friendly cabin.
- No pet is to be left unsupervised by you or alone in a cabin.
- Please do not allow pets on furniture or beds.
- Please remove all traces of pet fur or dirt at the end of your stay.
- Around our locations pets are to be kept under control at all times.

For the protection of your dog, additionally, we request:

- They must be microchipped (as required by law)
- They have had current annual vaccination for distemper, canine hepatitis, leptospirosis and parvo virus.
- You are aware of the correct dog care when in a forest environment, such as checking for ticks and any seasonal canine illnesses that may naturally occur around the UK.

Section 14: Complaints

At Forest Holidays we do everything possible to create positive experiences in Britain's amazing forests, our Duty Managers are fully empowered in all aspects of operational management and are experts in dealing with policy matters and guest feedback. Should you have cause for complaint, we would like to know and we are on hand to ensure that you have a memorable holiday. It is essential that you contact a Duty Manager immediately and log any problems that you have. We will endeavour to resolve your issue as quickly as possible during your stay. Please note, it will be difficult to deal with issues following your break that have not been raised with us at the time

After your holiday, if you feel that your complaint is unresolved after addressing the issues with our Location Management during your stay, you must put your complaint in writing to us within 28 days of departure.

Please contact us at $\underline{\text{customerservices}}$ $\underline{\text{oforestholidays.co.uk}}$ with the detail of your complaint, your booking reference number and your name.

Due to data protection, we are only able to discuss complaint and booking details with the lead booker.

Once we have received your letter of complaint, we will forward this to the location General Manager who will continue to work with you and endeavour to resolve your complaint within 21 days of receipt. We have designed this procedure to make sure we can help as quickly as possible and to ensure we have an opportunity to put things right at the time, not retrospectively.





Section 15: Information about you

We are committed to keeping your Personal Information safe and confidential both online and offline. Please take time to read through our Privacy Policy and our Cookies Policy, to ensure you are aware of how Forest Holidays obtains and uses your information and how we keep it safe.

We want to maintain a safe and secure environment for you and your family and may ask for photo identification on arrival. We don't knowingly allow anyone to use or stay on any of our locations who is a convicted child sex offender or subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Notice.

Section 16: Communications between us

When we refer, in these Terms, to "in writing", this will include e-mail.

To cancel a Contract in accordance with your legal right to do so as set out in section 8, you can either send us an e-mail or letter. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or by the post-date mark we receive on the envelope. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

If you wish to contact us in writing for any other reason, you can send this to us by e-mail, by prepaid post or on our website via the contact us form. You can always contact us using our Customer Services telephone line.

You can contact us by e-mail to info@forestholidays.co.uk; post to Forest Holidays, Bath Yard, Moira, Derbyshire, DE12 6BA; and telephone line on (+44) 03330 110 495

If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your booking.

Section 17: Other important information

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our promotional material or on the website, are issued or published solely to provide you with an approximate idea of our Locations and the services. All due care and diligence is exercised in the production of such information, and information concerning our cabins and their facilities has been compiled as accurately as possible by our own staff and has been checked at





the time of going to press. However, there may be time when certain amenities are temporarily not available and it is possible, particularly in the off peak season, that a facility we have described may have been modified or is not available. Such situations may be dictated by local circumstances, unsuitable weather conditions, necessity for maintenance or redecoration.

This Contract is between you and us. No other person shall have any rights to enforce any of its Terms.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.

These Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts.

Section 18: Breakage protection

Accidents do happen and we recommend that our guests make use of our Breakage Protection to cover the costs of any accidental damage to our property whilst they are on holiday with us.

The cost of replacing or repairing items such as crockery, furniture and the cabin itself should accidental damage occur is the responsibility of our guests. Breakage Protection is available to give you extra peace of mind and for the payment of a small fee, we will cover any costs should any accidental damage occur.

Provided that you notify us of any breakages or damage caused prior to checking-out, you will not be liable for the cost of repair.

Please note – Breakage Protection will not pay for any damage that the Location management team deem to be caused wilfully or excessive cleaning needed once your party has vacated the cabin after your stay.

Section 19: Flexible amendment

Even with the best laid plans, sometimes unforeseen events can mean that you are unable to take your holiday as intended. We recommend that our guests make use of our Flexible Amendment in order to provide peace of mind should the worst happen.





How can we help?

If you have selected Flexible Amendment on your Booking Request the following will apply:

- 1. If something happens more than six weeks before the start date of your holiday you can amend your holiday date to a date in the future. All monies paid will be transferred to your new holiday. Should you cancel your break more than six weeks before the start date of your holiday, only your Standard Deposit will be forfeited, and if you have booked under a Low Deposit offer you will still be liable to pay the difference between the Standard Deposit and the Low Deposit Offer at the time of cancellation.
- 2. If something happens less than six weeks but more than four weeks before the start date of your holiday, you can request either:
 - a. your refundable balance be offset against a future holiday with us. Please note, your future holiday rebook will no longer be eligible for the Flexible Amendment product: or
 - b. a refund of 70% of your cabin cost. Please note, the Flexible Amendment product only protects your paid balance and not your Standard Deposit (or if you made your booking with a Low Deposit Offer, not the Low Deposit or the Remaining Deposit) in any event.
- 3. If something happens between four weeks but more than two weeks before the start date your holiday, you can request either:
 - a. your refundable balance be offset against a future holiday with us. Please note, your future holiday rebook will no longer be eligible for the Flexible Amendment product.
 - b. a refund of 50% of your cabin cost.
- 4. If something happens less than two weeks but more than one week before the start date of your holiday you can request either:
 - a. your refundable balance be offset against a future holiday with us. Please note, your future holiday rebook will no longer be eligible for the Flexible Amendment product.
 - b. a refund of 25% of your cabin cost.
- 5. If something happens one week or up to 1 day before the start date of your holiday you will be eligible for a refund of 10% of your cabin cost. Further, at this stage Forest Holidays extras and activities are non-refundable.
- 6. If you need to cut your holiday short and return home, we will refund you a maximum of £50 per cabin for each day that you have not been able to stay with us (not including your departure day). This refund can be offset against a future holiday or be returned to you. The cut off time for cutting your holiday short on any one day is 8pm and this refund applies to a maximum of two nights. Please note, refunds only apply to unforeseen





circumstances that arise during your break. We cannot refund holidays where customers know before they arrive that they are unable to stay for the full break.

Please note: Non-payment of full balance by due date will invalidate Flexible Amendment terms.

Your refundable balance is all monies paid less the Flexible Amendment Fee, less the Standard Deposit (or if you made your booking with a Low Deposit Offer, not the Low Deposit or the Remaining Deposit) and any unrecoverable commitments that we have made to third parties in connection with your pre-booked activities and events including Forest Holidays pre-booked activities and extras. Any refunds due can only be made by the original payment method.

Unless we agree otherwise, all persons in your party must cancel or cut the holiday short and the accommodation must be left vacant in order for us to be able to process a refund or credit for the holiday.

You can only choose Flexible Amendment at the time of booking your holiday and it can't be added on later. The above cost ("Flexible Amendment fee") will be added on to your holiday booking price and is payable in full at the time of booking.

Between 1 week and 6 weeks before the start date of your holiday, you can only amend your holiday once.

The cost of Flexible Amendment is calculated per booking depending upon your date of travel, the length of your stay and the number of bedrooms in the cabin you have booked.

Unless you've taken out Flexible Amendment at the time of your booking, changes to your booking can only be made up to 6 weeks prior to the start date of your holiday, subject to availability and £50 amendment fee each time you make an amendment. We are unable to amend or refund your break, within 6 weeks prior to the start date of your holiday.

Section 20: Lost property

Please ensure that you take all personal property home with you. Any items left behind will be held by the location Team for one month. If you'd like to have your lost property returned, please contact the location Team directly to arrange this. Postage costs will be your responsibility and any item not claimed will be recycled after one month.

Any problems?





Any problems?

If you do need to make a change to your holiday, please contact us as soon as you can on +44 (0) 3330 110495. Depending on the circumstances, we may require you to confirm the details in writing.

If you need to cut your holiday short, you should advise the General Manager at your Locations as soon as possible and always before returning home.

Thank you

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