

## CHURCHDALE HOLIDAYS

### BOOKING CONDITIONS

Thank you for choosing Churchdale Farm for your holiday. These terms and conditions set out the contract so that there should be no misunderstandings between us as to the use of the cottages.

**1. Existence of agreement**

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by e-mail to the e-mail address you provide in the booking form. No binding contract for the booking comes into effect until your booking is subsequently confirmed in writing by a letter of confirmation sent to you by post or an e-mail.

If you book by telephone the booking becomes binding when we receive the deposit.

**2. Payment**

A non-returnable deposit of £100 must be received within 7 days of the booking confirmation otherwise the dates will be released. The balance should be paid not later than 4 weeks before the start of the holiday. If the balance is not paid by then we reserve the right to cancel your booking.

**3. Cancellation by you**

Cancellation within 21 days of the holiday will result in the full charge being forfeited. Cancellation before 21 days of the holiday will result in 50% of the full charge being forfeited. We will use our reasonable endeavours to re-let the cottage in which case you will be credited with the net value of the re-letting less an administration fee of £50. We strongly recommend cancellation insurance. .

**4. Cancellation by us**

We reserve the right to cancel any booking ourselves in circumstances beyond our reasonable control including *force majeure* and including unforeseen circumstances in which we cease operating our holiday cottage business. In this event we will refund in full any deposits or payments in advance but would have no further liability.

**5. Departure**

It takes us several hours to clean and prepare the cottages for our next guests. It is a term of our contract with you therefore that you vacate the cottage by 10.00am on the day of departure. Your right to occupy the cottage shall terminate at 10.00am on the day of departure. Please leave the cottage as far as possible in the state that you would wish to find it.

**6. Arrival**

Your cottage will be available from 3.00pm on the day of arrival. If you arrive earlier your cottage may not be available. Please telephone us a few days before your holiday begins to let us know the approximate time of arrival so that we can be around to greet you.

**7. Pets**

We do not allow pets into our cottages.

**8. Smoking**

The cottages are all non-smoking. Should we find evidence of smoking indoors (including near entrance doors or through open windows) we reserve the right to charge a minimum charge of £150 to cover the cost of de-fumigating to make the cottage acceptable to our next guests.

**9. Bed linen and towels**

All bed linen tea towels and personal towels are provided but no bedding is provided for cots.

**10. Damage and breakages**

All damage and breakages caused during your occupation of the cottage are your responsibility and the cost shall be payable on demand. You are expected to take reasonable care of the cottage and its contents whilst in your occupation.

**11. Reporting faults**

Please tell us about any problems with any fixtures or fittings as soon as they occur. This will enable us to address the problem urgently and make your holiday as trouble-free as possible.

**12. Groups**

Our cottages are not suitable for groups and we do not accept them.

**13. Party size**

In no circumstances may more than the maximum number of persons as stated on the web site for a particular cottage occupy the property (except babies in cots). We reserve the right to refuse entry to or cancel any booking from clients who may in our opinion be unsuitable for the cottage concerned.

**14. Liability**

Churchdale Farm is a working farm. Parents are advised in particular to ensure that children are accompanied by a responsible adult at all times to ensure that when children are near our animals and farm equipment they are safe and not left unattended. No liability is accepted for any damage expense injury death or loss of any nature whatsoever including without limitation guests' property or vehicles or those of their visitors other than that caused by our negligence or that of our employees agents or contractors (whilst acting in the course of their employment). You agree to indemnify and hold us harmless from and against all actions claims costs and proceedings (including reasonable legal fees in defending the same) arising from your acts or omissions (and those in your party or your guests) whilst on our property.

**15. We reserve the right** to enter any cottage at a reasonable time for the purpose of emergency maintenance or repair or any other need.

**16. Data**

“ We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of the best four and five star cottages in the UK) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us during the previous year, in order that these guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. We also provide them with the email addresses of guest enquiries. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise, which you can do at the point of booking by ticking the Marketing Notes box in the extras section. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on [xyz@ourlovelycottages.co.uk](mailto:xyz@ourlovelycottages.co.uk) and we will arrange for you to be removed from the database” .

**17. Complaints**

Should you have any cause for complaint please notify us immediately and we will endeavour to deal with it. It is very difficult to deal with complaints after you have left the cottage.

## WI-FI ACCESS TERMS AND CONDITIONS

This Agreement sets out the terms and conditions on which wireless internet access ("the Service") is provided free of charge to you, a guest and any fellow guests, of Churchdale Holidays ("we") in consideration of your custom.

### 1. Extent of the Service

- 1.1. We do not recommend in particular the use of any websites (or other internet related services ("Internet Services")) and your use of Internet Services is carried out entirely at your own risk
- 1.2. We have no responsibility for or control over the Internet Services you access and do not guarantee that any services are error or virus free.
- 1.3. We have no responsibility for or control over the information you transmit or receive via the Service.
- 1.4. Save for the purpose of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.
- 1.5. We do not guarantee the availability of the Service or the speed at which information may be transmitted or received via the Service or that the Service will be compatible with your equipment or any software that you use.
- 1.6. We do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security integrity and confidentiality of your information and data.
- 1.7. We reserve the right at all times to withdraw the Service, change the specification or manner of use of the Service, change access codes, user names, passwords or other security information necessary to access the Service.

### 2. Your use of the Service

- 2.1. You must not use the Service to access Internet Services or send or receive e-mails which:
  - 2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment
  - 2.1.2. contain obscene, profane or abusive language or material
  - 2.1.3. contain pornographic material (that is texts, pictures, films, video clips of a sexually explicit or arousing nature)
  - 2.1.4. contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation
  - 2.1.5. contain material which infringe third party's rights (including intellectual property rights)
  - 2.1.6. in our reasonable opinion may adversely affect the manner in which we carry out our business or
  - 2.1.7. are otherwise unlawful or inappropriate
- 2.2 Music, video, pictures, text and other content on the internet may be copyright works and you should not download alter e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any of the provisions of this agreement.
- 2.4 We recommend that you do not use the Service to transmit or receive any confidential information or data and should you do so you do so at your own risk.
- 2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 4.2 below.

### 3. Criminal Activity

- 3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence either in the United Kingdom or in any state throughout the world.
- 3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, government agencies and other authorities.
- 3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.
- 3.4 You further agree that we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include but is not limited to disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise) and are entitled to provide by law to law enforcement authorities or rights-holders

### 4. Other Terms

- 4.1 You agree to compensate us fully for any claims or legal action (including but not limited to legal costs) made or threatened against us by someone else because you have used the Service in breach of these conditions.
- 4.2 We have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct or indirect financial loss, loss of profit or revenue, time, anticipated savings of profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of information, loss arising from or in connection with use of the Service or inability to use or access the Service or a failure suspension or withdrawal of all or part of the Service at any time or for any other similar direct or indirect loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage
- 4.3 We agree that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties ) Act 1999
- 4.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English Courts

I confirm on behalf of myself and any fellow guests that I accept these terms and conditions as the basis of my/our use of the wireless internet access provided